UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

In re:	§	Chapter 11
	§	
WALTER ENERGY, INC., *et al.*,	§	Case No. 15–02741–TOM11
Debtors.[1]	§	
	§	Jointly Administered
DOMINION RESOURCES BLACK WARRIOR TRUST, by and through its TRUSTEE, SOUTHWEST BANK,	§	Adversary No.: _____
Plaintiff,	§	
VS.	§	
WALTER BLACK WARRIOR BASIN LLC,	§	
Defendant.	§	

DECLARATION OF RON E. HOOPER

1. My name is Ron E. Hooper. I have personal knowledge of all facts set forth herein, and those facts are true and correct.

2. I am a Senior Vice President for Southwest Bank where I oversee the bank's Royalty Trust Management department. Prior to my current position, I worked within the royalty trust management departments of the Bank of America, N.A. and, prior to that, at

[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.

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NationsBank of Texas, N.A. In total, I have more than 30 years of experience managing royalty trusts.

3. Southwest Bank manages numerous royalty trusts with substantial assets. Southwest Bank currently serves as the Trustee of the Dominion Resources Black Warrior Trust, which I will refer to as the "Dominion Trust" or simply the "Trust". I have over 20 years of experience managing the Trust.

4. In my prior position at NationsBank of Texas, N.A., I was personally involved in the formation of this Trust. **Attached as Exhibit A** is a true and correct copy of the *Trust Agreement of Dominion Resources Black Warrior Trust*, dated May 31, 1994 (the "Trust Agreement"). On or around May 31, 1994, I personally reviewed and executed the Trust Agreement in my capacity as the representative of NationsBank of Texas, N.A., the initial Trustee of the Trust (in such capacity, "NationsBank"). **Attached as Exhibit B** is a true and correct copy of the *First Amendment of Trust Agreement of Dominion Resources Black Warrior Trust*, dated June 27, 1994 (the "Trust Amendment"). On or around June 27, 1994, I personally reviewed and executed the Trust Amendment on behalf of NationsBank.

5. I have reviewed the Trust Agreement and the Trust Amendment and am familiar with their contents. Generally speaking, the Trust Agreement and Trust Amendment govern the formation and operation of the Dominion Trust. The Trust's beneficial interests are traded on the New York Stock Exchange under the symbol "DOM".

6. The primary assets of the Trust are its overriding royalty interests (collectively, the "ORRI") in certain oil and gas properties located in Tuscaloosa County, Alabama. I will refer to these underlying oil and gas properties as the "Black Warrior Properties". In conjunction with the Trust's formation, the Trust entered into a transaction in which the ORRI was conveyed

to the Trust. I was personally involved with this transaction. **Attached as Exhibit C** is a true and correct copy of the *Overriding Royalty Conveyance*, dated as of June 1, 1994 (the "Original Conveyance". **Attached as Exhibit D** is a true and correct copy of the *Amendment to and Ratification of Overriding Royalty Conveyance*, dated November 20, 1994 (the "Conveyance Amendment"; collectively, the Original Conveyance and the Conveyance Amendment are referenced to herein as the "Conveyance"). I executed both the Original Conveyance and the Conveyance Amendment on behalf of NationsBank. I also oversaw the recording of the Original Conveyance and the Conveyance Amendment in the property records of certain counties including, Tuscaloosa County, Alabama.

7. The Black Warrior Properties are described on Schedule A of the Conveyance. Walter Black Warrior Basin, LLC ("Walter Black"), a debtor in these bankruptcy cases, is the current operator of the Black Warrior Properties. My understanding is that Walter Black owns approximately a 100% working interest in the Black Warrior Properties and receives approximately 28% of the net revenue attributable the Black Warrior Properties, after accounting for the interests that were conveyed from (carved out of) its working interest (including the 65% ORRI). Walter Black is the successor-in-interest to Dominion Black Warrior Basin, Inc., the entity that granted the ORRI to the Dominion Trust pursuant to the Conveyance. The Trust owns no working interest in the Black Warrior Properties. On a cumulative basis, the ORRI entitles the Trust to approximately 52% of the net revenue attributable to production from the Black Warrior Properties.

8. In conjunction with the Conveyance, I was also involved in the negotiation and execution by the Trust of an Administrative Services Agreement. **Attached as Exhibit E** is a

true and correct copy of that Agreement, which is dated June 1, 1994. I executed the Administrative Services Agreement on behalf of the Trust.

9. In conjunction with the Conveyance, a Gas Purchase Agreement dated June 1, 1994, was executed between Dominion Black Warrior Basin, Inc. (predecessor to Walter Black) and Sonat Marketing Company ("Sonat"). Pursuant to the Gas Purchase Agreement, Walter Black sold one-hundred percent (100%) of the gas produced from the Black Warrior Properties to Sonat. I understand that the Gas Purchase Agreement has since been terminated or expired and that Walter Black has entered into a new gas purchase agreement with the Alabama Gas Corporation ("AGC"), whereby Walter Black now sells one-hundred percent (100%) of the gas produced from the Black Warrior Properties to AGC. As of the date of this Declaration, Walter Black has not provided a copy of the AGC gas purchase agreement. Based upon statements made by Debtor's counsel in Court, it is my understanding that AGC pays proceeds from the sale of gas produced on the 25th of the month that immediately succeeds the production month, such that production proceeds due on account of gas sales made for the production month July 2015 will be paid to Walter Black on August 25, 2015.

10. It is my understanding that the Trust's ownership of the ORRI entitles the Trust to a proportionate share of the gross proceeds from the sale of gas produced from the Black Warrior Properties. These production proceeds are required to be paid by Walter Black to the Trust on a quarterly basis pursuant to a specific schedule outlined in the Conveyance. It has always been my understanding that the ORRI is a real property interest owned by the Trust and that the Trust owns and is entitled to receive, pursuant to the schedule set forth in the Conveyance, its proportionate share of production proceeds, as such proceeds are produced.

11. The Trust is currently scheduled to receive its next distribution of production proceeds on August 14, 2015, which is estimated to be $983,828.00 for the production months of April, May and June 2015.

12. As the operator of the Black Warrior Properties, Walter Black is responsible for collecting the totality of the production proceeds and distributing to the Trust its proportionate share. If Walter Black were to refuse to pay the Trust its proportionate share of the production proceeds, the beneficial owners of the Trust would suffer as they would not receive the property they are entitled to receive under the Trust and the Conveyance. Further, the Trust has virtually no assets outside of the ORRI and the production proceeds distributed on account thereof. The Trust cannot operate for a prolonged period without receiving its scheduled distributions. The terms of the Trust Agreement state that the Trust will be required to terminate if the ratio of cash received by the Trust attributable to the ORRI in any quarterly period to administrative costs of the Trust for such quarterly period is less than 1.2 to 1.0 for two consecutive quarterly periods.

13. On July 20, 2015, I received a letter from Guy W. Hensley, Senior Counsel of Walter Energy. **Attached as Exhibit F** is a true and correct copy of that letter. The letter suggests that the Debtors do not intend to pay the Trust some portion of the production proceeds attributable to the ORRI. My understanding, per the letter, is that the Debtors do not intend to pay, at a minimum, the distribution due on August 14, 2015

14. I have read Plaintiff's Verified Application for Temporary Restraining Order and the factual statements set forth therein are true and correct and within my personal knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 11th day of August 2015.



RON E. HOOPER

TRUST AGREEMENT

OF

DOMINION RESOURCES BLACK WARRIOR TRUST

Among

DOMINION BLACK WARRIOR BASIN, INC.,

DOMINION RESOURCES, INC.,

MELLON BANK (DE) NATIONAL ASSOCIATION

and

NATIONSBANK OF TEXAS, N.A.

Dated: May 31, 1994

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SCHEDULES

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TRUST AGREEMENT

OF

DOMINION RESOURCES BLACK WARRIOR TRUST

This Trust Agreement of Dominion Resources Black Warrior Trust (the "Trust") is entered into effective as of the 31st day of May, 1994, by and among DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation with its principal office in Richmond, Virginia (together with its successors and permitted assigns, the "Company"), as trustor, DOMINION RESOURCES, INC., a Virginia corporation with its principal office in Richmond, Virginia (together with its successors and permitted assigns, "Dominion Resources"), not as trustor but as sponsor and to evidence its agreements contained in this Agreement, MELLON BANK (DE) NATIONAL ASSOCIATION, a banking association organized under the laws of the United States of America with its principal office in the State of Delaware (together with its successors and permitted assigns, "Mellon Bank"), and NATIONSBANK OF TEXAS, N.A., a banking association organized under the laws of the United States of America with its principal office in Dallas, Texas (together with its successors and permitted assigns, the "Bank"), as trustees.

WHEREAS, the Company is engaged in the business of developing and producing oil and gas and owns mineral interests in properties that contain proved reserves and are currently producing natural gas;

WHEREAS, the Company has determined to convey to the Trust the Royalty Interests (hereinafter defined) pursuant to the Conveyance (hereinafter defined) in consideration for the issuance by the Trust to the Company of 7,850,000 Units (hereinafter defined), representing the ownership of undivided beneficial interests in the assets of the Trust; and

WHEREAS, the Company, a wholly-owned subsidiary of Dominion Energy, Inc., a Virginia corporation ("Dominion Energy"), will dividend the Units to Dominion Energy, which in turn will dividend the Units to its parent, Dominion Resources, which will thereafter sell up to all of the Units pursuant to a registered public offering;

NOW, THEREFORE, in furtherance of forming the Trust, the Company has delivered to the Bank, on behalf of the Trust, One Thousand Dollars ($1,000.00) upon execution of this Agreement, of which the trustee hereby accepts delivery and agrees to hold in trust, and the Bank agrees to have and to hold, in trust, all such other properties that may hereafter be received hereunder, for the purposes, and in accordance with the respective duties, terms and conditions, hereinafter provided.

ARTICLE I

Definitions

As used in this Agreement, the following terms have the meanings indicated:

"Administrative Costs" means all costs of administering and maintaining the Trust, including, without limitation, the following: (a) costs borne by or on behalf of the Trustee and the Delaware Trustee in administering and maintaining the Trust; (b) compensation paid to the Trustee and the Delaware Trustee for services rendered pursuant to this Agreement; and (c) amounts paid or reimbursed to Dominion Resources or any of its Affiliates pursuant to the Administrative Services Agreement and this Agreement.

"Administrative Services Agreement" shall have the meaning assigned to such term in Section 3.06 of this Agreement.

"Advisor" shall have the meaning assigned to such term in Section 9.03(b) of this Agreement.

"Affiliate" of a Person means another Person directly or indirectly controlled by, controlling or under common control with such Person. As used in this Agreement, "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agent" shall have the meaning assigned to such term in Section 3.06 of this Agreement.

"Agreement" means this instrument, as originally executed, or, if amended or supplemented, as so amended or supplemented.

"Average Closing Price" shall have the meaning assigned to such term in Section 9.04(a) of this Agreement.

"Bank" means NationsBank of Texas, N.A., a banking association organized under the laws of the United States of America, and its successors and permitted assigns.

"Beneficial Interest" means the aggregate beneficial interest of all Unitholders in the Trust Estate, including, without limitation, the right to receive distributions of proceeds from the conversion of the Royalty Interests into cash, and the right to receive distributions of cash resulting from such conversion of the Royalty Interests, which beneficial interest is expressed in Units, but such beneficial interest does not include any direct or indirect ownership interest, legal or equitable, in or to the Royalty Interests or any part thereof, or in or to any other asset of the Trust Estate to the extent that such an ownership interest in such asset would cause the

interest of a Unitholder to be treated (other than for federal income tax purposes) as other than an intangible personal property interest.

"Best Efforts" means a Person's best efforts in accordance with reasonable commercial practice and without the incurrence of unreasonable expense.

"Business Act" means the Delaware Business Trust Act, Title 12, Chapter 38 of the Delaware Code, Sections 3801 *et seq.*, as amended from time to time during the term of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, a holiday determined by the NYSE as "affecting 'ex' dates" or any other day on which national banking institutions in Dallas, Texas are closed as authorized or required by law.

"Certificate" means a certificate issued by the Trustee pursuant to Article IV of this Agreement evidencing ownership of one or more Units.

"Claimant" shall have the meaning assigned to such term in Article XIII of this Agreement.

"Closing" means the closing of the initial public offering of Units contemplated by the Securities Act Registration Statement.

"Commission" means the Securities and Exchange Commission.

"Company" means Dominion Black Warrior Basin, Inc., an Alabama corporation and a wholly-owned subsidiary of Dominion Energy, and its successors and permitted assigns.

"Company Interests Owner" shall have the meaning set forth in the Conveyance.

"Company Offer" shall have the meaning assigned to such term in Section 9.03(e) of this Agreement.

"Composite Return" shall have the meaning assigned to such term in Section 5.03 of this Agreement.

"Conveyance" means the overriding royalty conveyance, effective as of June 1, 1994, from the Company to the Trust, pursuant to which the Royalty Interests are conveyed of record to the Trust.

"Delaware Trustee" means the Entity serving as a trustee (other than the Trustee) under this Agreement having its principal place of business in Delaware, in its fiduciary capacity. Further, any benefit, indemnity, release or protection granted to the Delaware Trustee in this

Agreement shall extend to and shall be fully applicable and effective with regard to any Entity serving as the Delaware Trustee, including, without limitation, Mellon Bank.

"DER Agreement" shall have the meaning assigned to such term in Section 5.03 of this Agreement.

"Determination Date" shall have the meaning assigned to such term in Section 9.04(a) of this Agreement.

"Dominion Energy" means Dominion Energy, Inc., a Virginia corporation and a wholly-owned subsidiary of Dominion Resources, and its successors and permitted assigns.

"Dominion Resources" means Dominion Resources, Inc., a Virginia corporation, and its successors and permitted assigns.

"Entity" means a corporation, partnership, limited liability company, trust, estate or other organization.

"Environmental Laws" means all applicable federal, state and local laws, regulations, ordinances, rules, orders, permits and governmental restrictions relating to the environment, the effect of the environment on human health or safety, pollutants, contaminants, hazardous substances, or hazardous waste, in effect on the date of the Trust Agreement, and all binding judicial and administrative interpretations thereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Act Registration Statement" means the registration statement pursuant to which the Units shall be registered under Section 12 of the Exchange Act.

"Expenses" shall have the meaning assigned to such term in Section 6.02(a) of this Agreement.

"Gas Purchase Agreement" means the Gas Purchase Agreement between the Company and Sonat Marketing Company, a Delaware corporation, dated as of May 3, 1994, as same may be amended from time to time.

"Gross Proceeds" shall have the meaning set forth in the Conveyance.

"Highest Acceptable Offer" shall have the meaning assigned to such term in Section 9.03(e) of this Agreement.

"Indemnified Party" and "Indemnified Parties" shall have the meanings assigned to such terms in Section 6.02(d) of this Agreement.

"Indemnifying Party" shall have the meaning assigned to such term in Section 6.02(d) of this Agreement.

"Independent Reserve Engineers" means Ryder Scott Company Petroleum Engineers, independent petroleum engineers, and any successor petroleum engineering consultants employed to provide information and reports with respect to the Underlying Properties.

"Ineligible Holder" shall have the meaning assigned to such term in Section 3.12(a) of this Agreement.

"Initial Quarterly Period Reserve" shall have the meaning assigned to such term in the definition of "Quarterly Distribution Amount" in this Article I.

"JAMS" shall have the meaning assigned to such term in Article XIII of this Agreement.

"Local Counsel Opinion" means an opinion from legal counsel to the Company as to certain matters under Alabama law substantially in the form and of the substance of Schedule 3 attached to this Agreement.

"Mellon Bank" means Mellon Bank (DE) National Association, a banking association organized under the laws of the United States of America with its principal office in the State of Delaware, and its successors and permitted assigns.

"NASD" means the National Association of Securities Dealers, Inc.

"NASDAQ-NMS" means the National Association of Securities Dealers Automated Quotation System National Market System.

"Notice" shall have the meaning assigned to such term in Section 3.12(a) of this Agreement.

"NYSE" means the New York Stock Exchange, Inc.

"Option Period Termination Date" shall have the meaning assigned to such term in Section 9.03(c) of this Agreement.

"Payment Obligations" shall have the meaning assigned to such term in Section 10.01 of this Agreement.

"Person" means a natural person or an Entity.

"Quarterly Distribution Amount" means for each Quarterly Period an amount determined by the Trustee pursuant to Section 5.02 of this Agreement to be equal to the excess, if any, of (a) the cash received by the Trust attributable to the sale of production from the Royalty Interests

during such Quarterly Period, *provided* that such cash is received by the Trust on or before the last Business Day before the forty-fifth (45th) day following the end of such Quarterly Period, *plus* the amount of interest expected by the Trustee to be earned on such cash proceeds during the period between the date of receipt by the Trust of such cash proceeds and the date of payment to the Unitholders of such Quarterly Distribution Amount, *plus* all other cash received by the Trust during such Quarterly Period (to the extent not distributed or held for future distribution as a Special Distribution Amount or included in the previous Quarterly Distribution Amount), *plus* any decrease during such Quarterly Period in any cash reserve theretofore established by the Trustee for the payment of liabilities of the Trust, *over* (b) the liabilities of the Trust paid during such Quarterly Period and not taken into account in determining a prior Quarterly Distribution Amount, *plus* the amount of any cash used during such Quarterly Period by the Trustee to establish or increase a cash reserve established for the payment of any liabilities of the Trust (other than the Initial Quarterly Period Reserve (as defined below)); *provided, however,* that for the initial Quarterly Period, "Quarterly Distribution Amount" shall mean an amount determined by the Trustee pursuant to Section 5.02 of this Agreement to be equal to the excess, if any, of (a) the cash received by the Trust attributable to the sale of production from the Royalty Interests during such initial Quarterly Period, *provided* that such cash is received by the Trust on or before the last Business Day before the forty-fifth (45th) day following the end of the initial Quarterly Period, *plus* the amount of interest expected by the Trustee to be earned on such cash proceeds during the period between the date of receipt by the Trust of such cash proceeds and the date of payment to the Unitholders of such Quarterly Distribution Amount, *plus* all other cash received by the Trust during such Quarterly Period (to the extent not distributed or held for future distribution as a Special Distribution Amount), *over* (b) the liabilities of the Trust which are incurred pursuant to Section 3.13(b) of this Agreement in connection with legal fees incurred by the Trustee, the Delaware Trustee and the Trust in connection with the formation of the Trust and the issuance of the Certificates evidencing the Units, the acceptance fees of the Trustee and the Delaware Trustee reimbursed to Dominion Resources and the recording costs reimbursed to Dominion Resources, *plus* the amount of any cash used by the Trustee, during the period between the date of receipt by the Trust and the date of announcement by the Trustee of the amount of the initial Quarterly Distribution Amount (the "Initial Quarterly Period Reserve"), to establish a cash reserve for the payment of any liabilities of the Trust. Notwithstanding the foregoing, the Quarterly Distribution Amount for any Quarterly Period shall not include any amount which would have been required to be reported to any securities exchange or quotation system on which the Units are listed in connection with the establishment of an "ex" date in order to be distributed to Unitholders who were such on the Quarterly Record Date for such Quarterly Period but was not so reported unless the securities exchange or quotation system agrees to such amount being a part of that Quarterly Period's Quarterly Distribution Amount or the Trustee receives an opinion of counsel, in a form reasonably satisfactory to the Trustee, stating that none of the Trust, the Trustee, the Delaware Trustee or any owner of Units will be adversely affected by such inclusion. An amount which is not included in the Quarterly Distribution Amount for a Quarterly Period pursuant to the preceding sentence or because such amount is received by the Trust after the last Business Day before the forty-fifth (45th) day following the end of such Quarterly Period shall be included in the Quarterly Distribution Amount for the next Quarterly Period (unless it is reserved pursuant

to Section 3.07 of this Agreement). Amounts comprising a Special Distribution Amount distributed separately from the Quarterly Distribution Amount shall be excluded in computing a Quarterly Distribution Amount.

"Quarterly Period" means (i) initially, the period commencing on June 1, 1994 and ending on June 30, 1994 and (ii) thereafter, each of the calendar three-month periods ending on the last day of March, June, September and December of each year.

"Quarterly Record Date" means, for each Quarterly Period, the close of business on the sixtieth (60th) day following the end of such Quarterly Period (or if not a Business Day, on the next Business Day thereafter) unless the Trustee determines that another date is required to comply with applicable law or the rules of any securities exchange or quotation system on which the Units may be listed or admitted for trading, in which event "Quarterly Record Date" means such other date.

"Record Date Unitholders" shall have the meaning assigned to such term in Section 8.02 of this Agreement.

"Remaining Royalty Interests" shall have the meaning assigned to such term in Section 9.03(b) of this Agreement.

"Respondent" shall have the meaning assigned to such term in Article XIII of this Agreement.

"Royalty Interests" shall have the meaning assigned to such term in the Conveyance.

"Rules" shall have the meaning assigned to such term in Article XIII of this Agreement.

"Sales Proceeds Amount" means any cash paid to the Trust in consideration for the Royalty Interests pursuant to Section 3.02 or 9.03 of this Agreement.

"Section 29 tax credits" means the credits against federal income tax provided pursuant to Section 29 of the Internal Revenue Code of 1986, as amended.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Act Registration Statement" means the Registration Statement on Form S-3 (Registration No. 33-53513) as it has been or as it may be amended or supplemented from time to time, filed by Dominion Resources with the Commission under the Securities Act to register the offering and sale of the Units.

"Special Distribution Amount" means any cash paid to the Trust as a Sales Proceeds Amount or otherwise (but excluding amounts paid to the Trust constituting the proceeds from the sale of production attributable to the Royalty Interests) when the amount thereof aggregates

in excess of $10,000,000, *plus* the amount of interest expected by the Trustee to be earned on such cash proceeds during the period between the date of receipt by the Trust of such cash proceeds and the date of payment to the Unitholders of such Special Distribution Amount, *less* any amount thereof used by the Trustee pursuant to Section 3.07 of this Agreement to pay liabilities of the Trust or to establish or increase a cash reserve therefor. In computing the amount of a "Special Distribution Amount," all undistributed amounts received as a Sales Proceeds Amount or otherwise (but excluding amounts paid to the Trust constituting the proceeds from the sale of production attributable to the Royalty Interests) shall be aggregated and shall constitute a Special Distribution Amount on the date that amounts in excess of an aggregate of $10,000,000 are held, and the "Special Distribution Amount" shall include all undistributed amounts received through the close of business on such date.

"Special Distribution Record Date" means the close of business on the fifteenth (15th) day following the date that the Special Distribution Amount is received or (with respect to the amount thereof representing interest) deemed to have been received by the Trust (or if not a Business Day, on the next Business Day thereafter), unless such Special Distribution Record Date is ten (10) days or less prior to a Quarterly Record Date, in which case the Special Distribution Record Date shall be such Quarterly Record Date, unless the Trustee determines that another date is required to comply with applicable law or the rules of any securities exchange or quotation system on which the Units may be listed or admitted for trading, in which event "Special Distribution Record Date" means such other date.

"Special Provisions" shall have the meaning assigned to such term in Article XIII of this Agreement.

"Termination Date" means the date on which the Trust is terminated in accordance with Section 9.02 of this Agreement.

"Termination Present Value" shall have the meaning assigned to such term in Section 9.02(c) of this Agreement and the determination thereof shall be made by a firm of independent petroleum engineers mutually selected by the Trustee and the Company, *provided, however*, that if the Trustee and the Company cannot agree on a firm then such firm shall be the same firm used in the prior years, which for 1993 shall be Ryder Scott Company Petroleum Engineers.

"Transferee" means, as to any Unitholder or former Unitholder, any Person succeeding to the record ownership of the Certificate evidencing the interest of such Unitholder or former Unitholder in one or more Units, whether as purchaser, donee, legatee or otherwise.

"Trust" (a) means the trust created by and administered under the terms of this Agreement, (b) when used in reference to a payment, means a payment chargeable against the Trust Estate, (c) when used in reference to any type of actual or asserted liability, means an actual or asserted liability that may be satisfied out of the Trust Estate, (d) when used in reference to receipts, means receipts that augment the Trust Estate and (e) when used in

reference to income and deductions, means receipts and payments described in clauses (b) and (d) above that constitute income and deductions for accounting or tax purposes as applicable.

"Trust Estate" means the assets held by the Trust under this Agreement, including both income and corpus.

"Trustee" means the Entity serving as a trustee (other than the Delaware Trustee) under this Agreement in its fiduciary capacity. Further, any benefit, indemnity, release or protection granted to the Trustee in this Agreement shall extend to and shall be fully applicable and effective with regard to any Entity serving as Trustee, including, without limitation, the Bank. The term "principal office" of the Trustee shall mean the principal office of the Trustee in Dallas, Texas (or such other principal office as may be designated by a successor trustee), at which any particular time its corporate trust business may be administered.

"Trustee Conveyance" means a conveyance executed by the Trustee and the Delaware Trustee on behalf of the Trust pursuant to Section 9.03(i) of this Agreement covering that portion of the Royalty Interests to be conveyed pursuant to said Section and in such form as the Trustee is advised by counsel is sufficient to release or transfer the right, title and interest of the Trust therein and to provide for payment to the Trust of all revenues attributable thereto through the effective date of such Trustee Conveyance.

"Underlying Properties" means the proved developed natural gas properties located in the Black Warrior Basin, Tuscaloosa County, Alabama, insofar as such properties include the Pottsville formation, and in which the Company owns an interest.

"Underwriting Agreement" shall have the meaning assigned to such term in Section 2.03 of this Agreement.

"Unit" or "Units" means one or more certificated, undivided *pro rata* fractional interests in the Beneficial Interest, determined as hereinafter provided.

"Unitholder" means the owner of one or more Units as reflected on the records of the Trustee pursuant to Article IV of this Agreement.

ARTICLE II

Name and Purpose of the Trust; Declaration of Trust

2.01. *Name.* The Trust is a fixed investment trust and shall constitute a Delaware business trust in accordance with the Business Act. The Trust shall be known as "Dominion Resources Black Warrior Trust", and the Trustee may transact the Trust's affairs in that name. The organization and operation of the Trust shall be in accordance with this Agreement, which shall constitute the governing instrument of the Trust within the meaning of Section 3801(f) of the Business Act. The Delaware Trustee shall cause a Certificate of Trust, duly executed by the

Trustee and the Delaware Trustee in accordance with Section 3811 of the Business Act, to be filed on behalf of the Trust in the office of the Secretary of State of Delaware in accordance with Section 3810 of the Business Act. In the event that either the Delaware Trustee or the Trustee becomes aware that any statement contained or matter described in the Certificate of Trust has changed, making it false in any material respect, it will notify the other trustee in writing, and the Delaware Trustee shall promptly file or cause to be filed in the office of the Secretary of State of Delaware an amendment of same, duly executed in accordance with Section 3811 of the Business Act, in order to effect such change thereto as the Delaware Trustee determines in its sole discretion with the advice of counsel to be necessary or appropriate, such filing to be in accordance with Section 3810(b) of the Business Act. Upon termination of the Trust pursuant to Section 9.02 or 9.04 of this Agreement and upon receipt from the Trustee of a certification as to the complete distribution of all of the Trust Estate, the Delaware Trustee shall file or cause to be filed a certificate of cancellation, duly executed by the Delaware Trustee and the Trustee in accordance with Section 3811 of the Business Act.

2.02. *Purposes.* The purposes of the Trust are:

(a) to protect, conserve and maintain, for the benefit of the Unitholders, the Trust Estate;

(b) to receive and hold the Royalty Interests and other assets of the Trust Estate;

(c) to convert the Royalty Interests to cash either by (1) retaining the Royalty Interests and collecting the proceeds from the sale of production payable with respect to the Royalty Interests until production has ceased or the Royalty Interests have terminated or (2) selling or otherwise disposing of all or any portion of the Royalty Interests in accordance with and subject to the terms of this Agreement;

(d) to pay, or provide for the payment of, any liabilities incurred in carrying out the purposes of the Trust, and thereafter to distribute the remaining amounts of cash received by the Trust to the Unitholders on a *pro rata* basis determined by the number of Units held by each Unitholder;

(e) to receive and distribute any Special Distribution Amount; and

(f) subject to Section 3.03 of this Agreement, to engage in such other activities as are necessary or convenient for the attainment of any of the foregoing or are incident thereto and which may be engaged in or carried on by a business trust under the Business Act.

2.03. *Transfer of Trust Property to the Trust; Closing Matters.* Upon the execution of this Agreement, the Company has paid to the Trustee, in trust, and the Trustee has accepted, for the uses and purposes provided in this Agreement, the sum of One Thousand Dollars

($1,000.00). At (and subject to the occurrence of) the Closing, the Company shall, pursuant to the Conveyance, grant, bargain, sell, convey and assign the Royalty Interests to the Trust (and the Trustee and the Delaware Trustee shall accept the Conveyance on behalf of the Trust) for the uses and purposes provided in this Agreement in consideration for 7,850,000 Units to be issued by the Trust to the Company, which Units shall be distributed as a dividend to Dominion Energy, which in turn will distribute the Units as a dividend to Dominion Resources and shall collectively represent the entire Beneficial Interest in accordance with Section 4.01 of this Agreement. The Units to be issued by the Trust to the Company in accordance with the preceding sentence shall be evidenced by one or more Certificates (which may be temporary Certificates) issued pursuant to Section 4.03 of this Agreement in such denominations and otherwise in accordance with written instructions furnished to the Trustee. Upon receipt of written transfer instructions from Dominion Resources, the Trustee shall prepare Certificates (which may be temporary Certificates) in proper form duly executed, countersigned and authenticated in accordance with Section 4.03 of this Agreement in such names and in such denominations as Dominion Resources may request in writing not less than two (2) full Business Days before the Closing. For the purpose of expediting the checking and packaging of the Certificates so prepared by the Trustee pursuant to the preceding sentence, the Trustee shall make such Certificates available for inspection by the representatives of the underwriters named in the Securities Act Registration Statement. The Trustee shall deliver such Certificates to such location and at such time as is stated in the written transfer instructions from Dominion Resources and shall release such Certificates (a) upon the receipt from Dominion Resources of one or more Certificates, duly endorsed for transfer, that evidences a number of Units equal to or not less than the number of Units evidenced by the Certificates to be so released and (b) in accordance with the instructions of Dominion Resources. At the Closing, the Trustee and the Delaware Trustee shall receive the following documents dated as of the date of the Closing: (i) Local Counsel Opinion addressed to the Trust, the Trustee and the Delaware Trustee substantially in the form attached hereto as Schedule 3, (ii) opinions of Baker & Botts, L.L.P., Hunton & Williams, McGuire, Woods, Battle & Boothe and Potter, Anderson & Carroon addressed to the Trustee and the Delaware Trustee substantially in the forms of the respective opinions to be delivered by such counsel at the Closing pursuant to the underwriting agreement referred to in the Securities Act Registration Statement (the "Underwriting Agreement"), (iii) a certificate of Dominion Resources signed by its President, a Senior Vice President or Treasurer certifying that the representations and warranties of Dominion Resources contained in the Underwriting Agreement are true and correct as of the date of the Closing and (iv) such other documents or certificates as the Trustee or the Delaware Trustee may reasonably request; *provided*, that the opinions referred to in clause (ii) and the representations and warranties referred to in clause (iii) are not substantially different in effect, with respect to the interests of the Trustee and the Delaware Trustee, from the opinions described and the representations and warranties set forth in the form of Underwriting Agreement filed as Exhibit 1.1 to the Securities Act Registration Statement, as amended.

2.04. *Creation of the Trust.* Each of the Delaware Trustee and the Trustee declares that it will hold the Trust Estate in trust for the benefit of the Unitholders, for the purposes and in accordance with the respective duties, terms and conditions set forth in this Agreement. It

is the intention of the Company and Dominion Resources to create a grantor trust of which the Unitholders are treated, for federal income tax purposes, as the owners of trust income and corpus. As set forth above and amplified in this Agreement, the Trust is intended to be a passive entity limited to the receipt of revenues attributable to the Royalty Interests and the distribution of such revenues, after payment of or provision for Trust expenses and liabilities. It is not the intention of the Company, Dominion Resources or any other party to this Agreement to create, and nothing in this Agreement shall be construed as creating, for tax purposes, a partnership, joint venture, joint stock company or similar business association, between or among Unitholders, present or future, or between or among Unitholders, or any of them, the Delaware Trustee, the Trustee, the Company and/or Dominion Resources.

2.05. *Principal Office of the Trust and the Delaware Trustee.* Unless and until changed by the Trustee, the address of the principal office of the Trust is 901 Main Street, 12th Floor, Dallas, Texas 75283-0308. Unless and until changed by the Delaware Trustee, the principal place of business of the Delaware Trustee is 10th and Market Streets, Wilmington, Delaware 19801. The Trust may maintain offices at such other place or places within or without the State of Delaware as the Trustee deems advisable.

ARTICLE III

Administration of the Trust and Powers of the Trustee and the Delaware Trustee

3.01. *General Authority.*

(a) The Trustee accepts the trust hereby created and agrees to perform its duties hereunder with respect to same upon the terms of this Agreement. Subject to the limitations set forth in this Agreement, the Trustee, acting alone without the approval or consent of or notice to the Delaware Trustee or any Unitholder, is authorized to take such action as in its judgment is necessary, desirable or advisable to best achieve the purposes of the Trust, including the authority to enter into the Conveyance and to agree to modifications of the terms of the Conveyance or to settle disputes with respect thereto, so long as (i) such modifications or settlements do not alter the nature of the Royalty Interests as a right to receive a share of production or the proceeds from the sale of production from the Underlying Properties in accordance with the Conveyance which, with respect to the Trust, are free of any operating rights, expenses or obligations and (ii) such modifications or settlements do not result in treatment of the Trust for federal income tax purposes as an association taxable as a corporation. Subject to Section 5.02 of this Agreement, the Trustee and the Delaware Trustee shall not dispose of any part of the Trust Estate except as provided in Section 3.02, 3.07, 9.03 or 9.04 of this Agreement. The Trustee and the Delaware Trustee shall not agree to any amendment or waiver of any provision of, give any consent or release with respect to, or agree to the termination of the Conveyance without the approval of the Unitholders pursuant to Article VIII and Section 11.03 of this Agreement.

(b) The Delaware Trustee accepts the trust hereby created and agrees to perform its duties hereunder with respect to same upon the terms of this Agreement. The Delaware Trustee is authorized to take only such actions, and shall be required to perform only such duties and obligations, with respect to the Trust as are specifically set forth in this Agreement, and no implied duties, obligations or powers shall be read into this Agreement with respect to the Delaware Trustee. Except as expressly provided in this Agreement, the Delaware Trustee shall not take part in the management of the Trust in any manner.

(c) Notwithstanding any other provision of this Agreement, unless specifically authorized in writing by the Trustee and consented to by the Delaware Trustee, the Delaware Trustee shall not participate in any decisions or possess any authority with respect to the administration of the Trust, the investment of the Trust's property or the payment of distributions of income or principal to the Unitholders. The Delaware Trustee shall have the power and authority to, and, as directed by the Trustee or counsel to the Trust, shall execute, deliver, acknowledge and file all necessary documents and to maintain all necessary records of the Trust as required by the Business Act, and the Delaware Trustee shall provide prompt written notice to the Trustee of its performance of any of the foregoing acts.

(d) It is the intention of the parties to this Agreement that the powers of both the Trustee and the Delaware Trustee shall be ministerial in nature, and that neither the Trustee nor the Delaware Trustee shall possess or enjoy any authority or power that would enable them, acting singly or jointly, to vary the investment of Unitholders, as that power has been construed by federal income tax authorities.

3.02. *Limited Power of Disposition.* The Trustee shall not sell or otherwise dispose of all or any part of the Trust Estate, including, without limitation, all or any portion of the Royalty Interests, or any interest therein, except that the Trustee is directed to sell and convey the Royalty Interests as provided in this Section 3.02 and in Sections 3.07, 9.03 and 9.04 of this Agreement and no Unitholder approval shall be required for any sale or conveyance in accordance with any of such provisions.

(a) The Trustee is directed to use Best Efforts to sell or transfer, in accordance with and subject to Section 9.03 or 9.04 of this Agreement, as the case may be, all remaining assets of the Trust Estate upon termination of the Trust.

(b) Anything in this Agreement to the contrary notwithstanding, the Trustee shall not agree to any distribution of the Royalty Interests or any other asset of the Trust that would cause the interest of a Unitholder to be treated as other than an intangible personal property interest. Unless required to sell pursuant to this Section 3.02, or to sell or transfer pursuant to Section 3.07, 9.03 or 9.04 of this Agreement, or to distribute pursuant to Section 5.02 of this Agreement, the Trustee is authorized to retain any part

of the Trust Estate in the form in which such property was transferred to the Trust, without regard to any requirements to diversify investments or other requirements.

3.03. *No Power to Engage in Business or Make Investments.* Neither the Trustee nor the Delaware Trustee shall cause the Trust to acquire or receive any asset other than the initial $1,000 cash deposit and the Royalty Interests and cash proceeds therefrom, except as permitted in Section 3.04 of this Agreement, and other amounts paid to the Trust as set forth in this Agreement or in Section 6.08 of the Conveyance, or engage in any business or investment activity of any kind whatsoever, except for the activities permitted in this Agreement. Neither the Trustee nor the Delaware Trustee shall have any power, responsibility or authority to operate the Underlying Properties or to market any production therefrom.

3.04. *Interest on Cash Reserves.* Cash being held by the Trustee on behalf of the Trust as a reserve for, or in anticipation of, the distribution of a Quarterly Distribution Amount or for the payment of any liabilities of the Trust, other than current routine Administrative Costs, or for the distribution of a Special Distribution Amount, shall be placed by the Trustee with one or more banks or financial institutions (which, to the extent to which authorized pursuant to the Business Act and other applicable laws, may be or may include any bank serving as the Trustee or the Delaware Trustee) and invested in (i) accounts payable on demand without penalty, (ii) obligations issued by (or unconditionally guaranteed by) the United States of America or any agency or instrumentality thereof (*provided* such agency or instrumentality obligations are guaranteed by the full faith and credit of the United States of America), (iii) repurchase agreements secured by obligations qualifying under clause (ii) above or (iv) certificates of deposit of any bank or banks having combined capital, surplus and undivided profits in excess of $100,000,000 which, in the case of clauses (ii), (iii) and (iv) above, matures prior to the date on which such Quarterly Distribution Amount or Special Distribution Amount is to be distributed or any such liability is to be paid. Any government obligation, repurchase agreement or certificate of deposit held by the Trustee shall be held until maturity. The interest rate on reserves placed with any bank or financial institution serving as the Trustee or the Delaware Trustee shall be the interest rate that such bank or financial institution pays in the normal course of business on amounts placed with it, taking into account the amount involved, the period held and other relevant factors.

3.05. *Power to Settle Claims; Response.* Subject to Article XIII of this Agreement, the Trustee is authorized to prosecute or defend, and to settle by arbitration or otherwise, any claim of or against the Trustee, the Trust or the Trust Estate, to waive or release rights of any kind and to pay or satisfy any debt, tax or claim upon any evidence by it deemed sufficient, without the joinder or consent of any Unitholder. Each of the Trustee and the Delaware Trustee agree to respond definitively to, and within a commercially reasonable time period following its receipt of, any written request by Dominion Resources or the Company relating to the Trust or this Agreement and complying with the last sentence of this Section 3.05, and the failure of the Trustee or the Delaware Trustee so to respond definitively and timely shall conclusively estop the Trustee or the Delaware Trustee, as the case may be, from thereafter claiming a right inconsistent with the stated intent as set forth in the notice or to the detriment of Dominion

Resources, the Company or their Affiliates with respect to such requested matters. Any request made by Dominion Resources or the Company intended to be governed by the provisions of this Section 3.05 shall specifically reference this Section.

3.06. *Power to Contract for Services; Transfer Agent and Registrar.* In the administration of the Trust, the Trustee is empowered to employ oil and gas consultants (which may include the Independent Reserve Engineers), accountants, attorneys (who may but need not be counsel to the Company, Dominion Resources or any of their Affiliates) and other professional and expert Persons, to employ or contract for clerical and other administrative assistance (including assistance from the Company, Dominion Resources or any of their Affiliates), to delegate to agents (including the Company, Dominion Resources or any of their Affiliates), employees, officers, directors, custodians or nominees (individually, an "Agent" and collectively, "Agents") any matter, whether ministerial or discretionary, and to act through such Agents and to make payment of all fees for services or expenses in any manner thus incurred out of the Trust Estate. Without limiting the generality of the foregoing, the Trustee is specifically empowered to engage one or more securities brokers, investment banking firms or agents or other experts experienced in the sale of oil and gas properties to assist in the sale or transfer of the Royalty Interests pursuant to Sections 3.02(a) and 9.03 of this Agreement, and, from time to time in its discretion, to appoint as a transfer agent and/or registrar for the Units any Entity qualified so to serve as transfer agent and/or registrar delegating to such Entity the rights, powers and duties incident thereto, whether ministerial or discretionary, and to remove such appointee and appoint another or itself to perform such functions; *provided* that in so appointing, delegating and removing, the Trustee shall be guided by the goals of obtaining proper performance of such functions and reasonably minimizing the costs incident thereto. The Trustee shall, on behalf of the Trust, retain Mellon Securities Trust Company as the initial transfer agent and registrar for the Units. Also, without limiting the generality of the foregoing, the Trustee is specifically directed to enter into an Administrative Services Agreement in the form attached hereto as Schedule 2 with Dominion Resources for the provision, throughout the term of the Trust, of accounting, bookkeeping and other administrative services necessary to provide information to the Trust relating to the Royalty Interests and the Underlying Properties and to determine amounts to be paid to the Trust with respect to the Royalty Interests, and providing for payment of a fee to Dominion Resources for such services as therein set forth.

3.07. *Payment of Liabilities of the Trust.* (a) Except as otherwise provided in this Agreement, the Trustee may and shall use all money received by the Trust for the payment or reimbursement of all liabilities of the Trust, including, but without limiting the generality of the foregoing, all expenses, taxes, liabilities incurred of all kinds, compensation and reimbursement to the Trustee and the Delaware Trustee for their respective services hereunder, as provided for in Article VII of this Agreement, and compensation to such parties as may be employed as provided for in Section 3.06 of this Agreement. With respect to any liability that is contingent or uncertain in amount or that otherwise is not currently due and payable, the Trustee may, but is not obligated to, establish a cash reserve for the payment of such liability. The Trustee shall not pay any liability of the Trust with funds set aside pursuant to Section 5.02 of this Agreement for the payment of a Quarterly Distribution Amount or a Special Distribution Amount. If at any

time the cash on hand and to be received by the Trust and available to pay liabilities is not, or will not be, in the judgment of the Trustee, sufficient to pay liabilities of the Trust as they become due, the Trustee is authorized to borrow the funds required to pay such liabilities. In such event, no further distributions shall be made to Unitholders (except in respect of a previously determined Quarterly Distribution Amount or Special Distribution Amount) until the indebtedness created by such borrowings has been paid in full. Such funds may be borrowed from any Person, including, without limitation, the Bank while serving as Trustee or any other Entity serving as a fiduciary hereunder, on a secured or unsecured basis; *provided, however*, that neither the Bank nor any other Entity shall be required to make any such loan. To secure payment of such indebtedness (including any indebtedness to the Bank or any other Entity serving as a fiduciary hereunder), the Trustee is authorized to (i) mortgage, pledge, grant security interests in or otherwise encumber the Trust Estate, or any portion thereof, including the Royalty Interests, (ii) carve out and convey production payments, (iii) include any and all terms, powers, remedies, covenants and provisions deemed necessary or advisable in the Trustee's discretion, including, without limitation, confession of judgment and the power of sale with or without judicial proceedings and (iv) provide for the exercise of those and other remedies available to a secured lender in the event of a default on such loan. If such funds are loaned to the Trust by the Bank or any other such Entity while the Bank or such other Entity is serving as a fiduciary hereunder, the terms of such indebtedness and security interest shall be similar to the terms which the Bank or such other Entity would grant to a similarly situated commercial customer with whom it did not have, directly or indirectly, a fiduciary relationship, and the Bank or such other Entity shall be entitled to enforce its rights with respect to any such indebtedness and security interests as if it were not, directly or indirectly, and had never been, directly or indirectly, Trustee or a fiduciary hereunder.

(b) In the event that the Trust becomes obligated to pay any amount of franchise tax to the State of Alabama, Dominion Resources will reimburse promptly the Trust for the full amount of such payment, together with any reasonable costs or expenses incurred by the Trust in connection with a good faith effort to contest or settle any claim by the State of Alabama for such taxes. The Trustee shall notify immediately Dominion Resources in the event that the State of Alabama imposes, or indicates its intention to impose, any such franchise tax on the Trust and shall cooperate with Dominion Resources, if requested, to oppose any such claim for franchise taxes.

3.08. *Income and Principal.* The Trustee shall not be required to keep separate accounts or records for income and principal. However, if the Trustee does keep such separate accounts or records, then the Trustee is authorized to treat all or any part of the receipts from the Royalty Interests as income or principal, without having to maintain any reserve therefor, and in general to determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable under the circumstances of each case.

3.09. *Terms of Contracts.* In exercising the rights and powers granted in this Agreement, the Trustee is authorized to make the term of any transaction, contract or other instrument extend beyond a date on which the Trust terminates.

3.10. *Transactions With Entity Serving as the Trustee or the Delaware Trustee.* To the extent such conduct may be authorized under applicable law and except as otherwise provided in this Agreement, each of the Trustee and the Delaware Trustee is authorized in exercising its powers under this Agreement to make contracts and have dealings with itself, directly and indirectly, in any other fiduciary or individual capacity.

3.11. *No Security Required.* No Entity serving as a trustee hereunder shall be required to furnish any bond or security of any kind.

3.12. *Divestiture of Units.* If at any time (i) the Trust, the Trustee or the Delaware Trustee is named a party in any judicial or administrative proceeding which seeks the cancellation or forfeiture of any property in which the Trust has an interest or asserting the invalidity of or otherwise challenging the Royalty Interests or any portion thereof or (ii) the Trustee is notified by the Company in writing of any such proceeding to which the Company or any Affiliate of the Company is made a party relating to the Underlying Properties, in either case because of the nationality, citizenship or any other status of any one or more Unitholders, the following procedures shall be applicable:

(a) The Trustee shall promptly give written notice ("Notice") to each Unitholder whose nationality, citizenship or other status is an issue in the proceeding ("Ineligible Holder") as to the existence of such controversy. The Notice shall contain a reasonable summary of such controversy, shall include and shall constitute a demand to each Ineligible Holder that such Ineligible Holder dispose of its Units to a Person who would not be an Ineligible Holder within thirty (30) days after the date of the Notice and shall advise such Ineligible Holder of the consequences set forth in paragraphs (b) and (c) of this Section 3.12 if such Ineligible Holder fails to dispose of his Units.

(b) If any Ineligible Holder fails so to dispose of his Units within thirty (30) days after the date of the Notice, cash distributions in respect of such Units held by the Ineligible Holder for Quarterly Record Dates and Special Distribution Record Dates following the expiration of such thirty (30) day period shall be suspended to such Ineligible Holder and paid into a non-interest bearing escrow account (which account shall not be deemed part of the Trust Estate) maintained by the Trustee in respect of such Units for so long as the Ineligible Holder continues to own such Units. Upon the disposition of such Units by the Ineligible Holder to a Person who is not an Ineligible Holder in the manner set forth in paragraph (a) above or upon cancellation of the Certificates evidencing such Units pursuant to paragraph (c) below, all cash distributions then held in escrow in respect of such Units shall be distributed to such Ineligible Holder and such Ineligible Holder shall only remain entitled to any cash distributions arising

from its ownership of such Units on any prior Quarterly Record Date and any prior Special Distribution Record Date.

(c) If any Ineligible Holder fails so to dispose of his Units prior to the ninetieth (90th) day after the expiration of the thirty (30) day period specified in paragraph (b) of this Section 3.12, the Trustee shall (to the extent not prohibited by applicable law) cancel all outstanding Certificates issued in the name of such Ineligible Holder, reflect on the transfer records maintained by the transfer agent on behalf of the Trust the transfer of the Units evidenced by such canceled Certificates to the Trustee, and issue a Certificate in the name of the Trustee evidencing such Units. Upon such issuance, the Trustee shall use Best Efforts to promptly sell, to the extent permitted by law, such Units on a securities exchange, quotation system or other securities market where such Units are listed or otherwise traded. In the event the Units are not at such time actively traded on a securities exchange, a quotation system or other securities market, the Trustee shall use Best Efforts to effect a private sale in any manner permitted by law. The Ineligible Holder shall be given notice of any such cancellation and subsequent transfer at his address as shown on the records of the Trustee in accordance with Section 12.08 of this Agreement accompanied by a request that such Ineligible Holder surrender to the Trustee the canceled Certificates. Upon receipt by the Trustee of the canceled Certificates, the Trustee shall pay the proceeds of any such sale (net of sales expenses) to the Ineligible Holder. In the event the canceled Certificates are not surrendered, the tender of such net sales proceeds is refused by the Ineligible Holder or such Ineligible Holder cannot be located after reasonable efforts to do so, the tendered sum shall be held by the Trustee in a non-interest bearing escrow account (which account shall not be deemed part of the Trust Estate) for the benefit of such Ineligible Holder until proper claim for same has been made by such Ineligible Holder, subject to a maximum retention period of two (2) years or such shorter period as shall be permitted by applicable laws concerning unclaimed property, at which time the balance in such account shall be paid to the Trust. Any Certificate previously evidencing Units transferred to the Trustee pursuant to this Section 3.12 shall cease to represent any Units.

3.13. *Filing of Registration Statement and Certain Reports; Listing of Units; Certain Fees and Expenses.*

(a) In connection with the initial public offering of Units, the Trustee shall, upon the request of Dominion Resources and on behalf of the Trust, cooperate with Dominion Resources and otherwise use Best Efforts to cause:

(i) the Exchange Act Registration Statement to be prepared, signed and filed and to become effective; and

(ii) the Units to be listed for trading on the NYSE or another national securities exchange, as Dominion Resources shall select, or, if listing on a national

securities exchange is not feasible or is undesirable as determined by Dominion Resources, to cause the Units to be admitted for quotation on NASDAQ-NMS.

Dominion Resources shall be obligated and entitled, at its own expense except as otherwise provided in this Agreement, to take or cause to be taken all steps customary or appropriate to the accomplishment of the objectives set forth in this Section 3.13 including, without limitation, engaging counsel for itself and approving special counsel for the Trust, engaging accountants for the Trust, contracting for all printing and engraving services, making all filings and applications necessary to the foregoing and paying all filing and application fees associated therewith. The Trustee shall execute, by and on behalf of the Trust, any documents incidental or related to the foregoing objectives. In this regard, Dominion Resources shall advise the Trustee of any actions (consistent with the purposes of the Trust) that the Trustee should take in connection with the foregoing objectives.

(b) Except as otherwise precluded by the provisions in Article VI of this Agreement, the fees, charges, expenses, disbursements and other costs incurred by the Trustee or the Delaware Trustee in connection with the discharge of its duties pursuant to this Agreement, including, without limitation, trustee fees, engineering, audit, accounting and legal fees, printing and mailing costs, amounts reimbursed or paid to the Company or Dominion Resources pursuant to Section 3.06 of this Agreement or the Administrative Services Agreement, and the fees and expenses of legal counsel for the Trustee, the Delaware Trustee and the Trust (including, without limitation, legal fees and expenses incurred by the Trustee and the Delaware Trustee in connection with the formation of the Trust and issuance of Certificates evidencing the Units), shall be paid out of the Trust Estate as an Administrative Cost of the Trust; *provided, however,* that the organizational expenses of the Trust and all costs incurred in connection with the recordation of the Conveyance shall be paid by Dominion Resources, except that the cost of legal counsel for the Trustee, the Delaware Trustee and the Trust (including, without limitation, legal fees incurred by the Trustee and the Delaware Trustee in connection with the formation of the Trust and issuance of the Certificates evidencing the Units) shall be paid out of the Trust Estate and the recording costs paid by Dominion Resources and the acceptance fees of the Trustee and the Delaware Trustee paid by Dominion Resources upon execution of this Agreement shall be reimbursed to Dominion Resources out of the first cash amounts received by the Trust as Trust Estate.

(c) After the registration of the Units pursuant to the Exchange Act or the listing of the Units on the NYSE or another national securities exchange or the admission for quotation of the Units on NASDAQ-NMS, the Trustee, on behalf of the Trust, shall cause the Trust to comply with all of the rules, orders and regulations of the Commission, such exchange or the NASD related to such registration, listing or quotation, as the case may be, and take all such other reasonable actions necessary for the Units to remain so registered, listed or admitted for quotation until the Trust is terminated.

(d) The Trustee is empowered and authorized, if the over-allotment option granted to the underwriters in the Underwriting Agreement is not exercised in full on the date of the initial closing of the Units under the Underwriting Agreement, to cause the Trust to enter into any agreement or agreements with Dominion Resources that set forth the terms and conditions upon which the Trust, the Trustee and the Delaware Trustee, as and to the extent legally required under the Securities Act, would participate in an attempt by Dominion Resources to sell any remaining Units owned by it. Such terms and conditions may include, without limitation, the participation by the Trustee and the Delaware Trustee in the execution and filing on behalf of the Trust of a registration statement under the Securities Act covering all or any portion of the remaining Units that may be offered for sale by Dominion Resources.

3.14. *Reserve Reports.* The Trustee shall cause a reserve report to be prepared for the Trust as of December 31 of each year, commencing December 31, 1994, in accordance with criteria established by the Commission showing estimated proved natural gas reserves attributable to the Royalty Interests as of December 31 of such year and other reserve information required to comply with Sections 5.03 and 5.04 of this Agreement. The reserve reports required by the preceding sentence shall be prepared by a firm of independent petroleum engineers mutually selected by the Trustee and, so long as Dominion Resources' obligations under Article X of this Agreement are in effect, the Company. Such reserve reports shall also show the estimated future net revenues and the net present value (discounted at ten percent (10%)) of the estimated future net revenues (calculated in accordance with criteria established for such calculations by the Commission) from proved reserves attributable to the Royalty Interests and the amount of the estimated net present value (discounted at ten percent (10%)) of the remaining Section 29 tax credits attributable to the Royalty Interests. The costs of the reserve reports will be paid by the Trust and will constitute an Administrative Cost of the Trust.

In assisting the Trustee and its Agents in the preparation of the reserve reports required by this Section 3.14, Dominion Resources and the Company shall be required to furnish all current and existing reserve, production and geophysical data in their possession relating to the Royalty Interests reasonably requested by or on behalf of the independent petroleum engineers selected pursuant to this Section 3.14 as necessary to prepare such reserve reports; *provided*, that they shall not be required nor requested to disclose or produce any information, documents or other materials which (a) were generated for analysis or discussion purposes or contain interpretative data or (b) are subject to the attorney-client or attorney-work product privileges, or any other privileges to which they may be entitled pursuant to applicable law.

3.15. *Limited Power of Amendment.* Notwithstanding any other provision of this Agreement, it is the intention of the parties hereto that none of the powers of the Trustee or the Delaware Trustee set forth in this Article III shall be construed as enabling the conduct of a business. In the event, that on the basis of the purposes set forth in Article II or on the basis of any other provision of this Agreement, a business purpose is found or deemed to exist by any local, state or federal taxation authority or any other authority on which finding any taxation authority might rely, the Trustee is authorized to amend or delete and, subject to receipt of an

opinion of counsel reasonably satisfactory to the Trustee, the Trustee, the Delaware Trustee, Dominion Resources and the Company shall amend or delete any provision of this Agreement or take such other action as may be necessary to eliminate such business purpose, and such action shall not require the approval of the Unitholders. The limited power of the Trustee set forth in this Section 3.15 shall supplement the terms of Section 11.02 of this Agreement.

ARTICLE IV

Trust Units and Beneficial Interest in Certificates

4.01. *Creation and Distribution.* Ownership of the entire Beneficial Interest shall be divided into 7,850,000 Units. The ownership of the Units shall be evidenced by Certificates in substantially the form set forth in Schedule 4 attached to this Agreement. The Certificates may contain such changes of form, but not substance, as the Trustee, from time to time, deems necessary or desirable.

4.02. *Rights of the Unitholders; Limitation on Personal Liability of the Unitholders.* Each Unit shall represent an undivided *pro rata* ownership of the Beneficial Interest and shall entitle its holder to participate *pro rata* in the rights and benefits of Unitholders under this Agreement. A Unitholder (whether by assignment or otherwise) shall take and hold each Unit subject to all the terms and provisions of this Agreement and the Conveyance, which shall be binding upon and inure to the benefit of the successors, assigns, legatees, heirs and personal representatives of such Unitholder. By an assignment or a transfer of one or more Units, the assignor thereby shall, with respect to such assigned or transferred Unit or Units, part with, except as provided in Section 4.04 of this Agreement in the case of a transfer after a Quarterly Record Date or Special Distribution Record Date, and prior to the corresponding payment date, (i) all of its Beneficial Interest attributable to such Unit or Units and (ii) all interests, rights and benefits of a Unitholder under the Trust and this Agreement that are attributable to such Unit or Units as against all other Unitholders, the Trust and the Trustee, including, without limiting the generality of the foregoing, any and all rights to any Quarterly Distribution Amounts, or any portion thereof, attributable to any Units so assigned or transferred, for any Quarterly Period or Quarterly Periods subsequent to the Quarterly Period that relates to the last Quarterly Record Date on which the assignor owned such Units, and any and all rights to any Special Distribution Amount, or any portion thereof, distributed subsequently to the distribution of the Special Distribution Amount which relates to the last Special Distribution Record Date on which the assignor owned such Units. The Certificates and the Units and the rights, benefits and interests evidenced thereby (including, without limiting the foregoing, the entire Beneficial Interest) are and, for all purposes, shall be construed (except for tax purposes) to be, in all respects intangible personal property, and the Units shall be bequeathed, assigned, disposed of and distributed as intangible personal property. No Unitholder as such shall have any title, legal or equitable, in or to any real property interest or tangible personal property interest that may be considered a part of the Trust Estate, including, without limiting the foregoing, the Royalty Interests or any part thereof, or in or to any asset of the Trust Estate to the extent that an interest in such asset would cause the interest of a Unitholder to be treated as other than an intangible personal

property interest, but the sole interest of each Unitholder shall be his ownership in the Beneficial Interest. No Unitholder shall have the right to call for or demand or secure any partition or distribution of the Royalty Interests or any other asset of the Trust Estate or any accounting during the continuance of the Trust or during the period of liquidation and winding up under Sections 9.03 and 9.04 of this Agreement. Pursuant to Section 3803(a) of the Business Act, the Unitholders shall be entitled, to the fullest extent permitted by law, to the same limitation on personal liability as is extended under the Delaware General Corporation Law to stockholders of private corporations for profit.

4.03. *Execution of Certificates.*

(a) All Certificates shall be signed by a duly authorized officer of the Trustee. Certificates may be signed on behalf of the Trustee by such person as at the actual date of the signing of such Certificates is the proper officer of the Trustee, although at the nominal date of such Certificates any such person was not such officer of the Trustee. Any such signature may be the manual or facsimile signature (to the extent permitted by law or the rules or regulations of any securities exchange or quotation system on which the Units are listed or admitted for trading) of such officers and may be affixed, imprinted or otherwise reproduced on the Certificate.

(b) Pending the preparation of definitive Certificates, the Trustee shall execute, and the transfer agent and registrar for the Units appointed in accordance with Section 3.06 of this Agreement shall countersign and register, temporary Certificates, as directed in a certificate of an officer of Dominion Resources. Temporary Certificates may contain such references to any provisions of this Agreement as may be appropriate. Every temporary Certificate shall be executed by the Trustee and signed and registered upon the same conditions and in substantially the same manner, and with like effects as the definitive Certificates.

(c) As promptly as practicable, the Trustee shall execute and furnish definitive Certificates and thereupon temporary Certificates shall be surrendered in exchange therefor without charge to the Unitholders at the principal office of the transfer agent at which Certificates may be presented for transfer pursuant to Section 4.04 of this Agreement, and the Trustee (or the transfer agent and registrar if an Entity other than the Trustee is serving in such capacities) shall sign and register in exchange for such temporary Certificates a like aggregate amount of definitive Certificates. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Agreement as definitive Certificates.

4.04. *Registration and Transfer of Units; Lost and Destroyed Certificates.* The Units shall be transferable as against the Trustee as provided in this Agreement, and then only on the records of the Trustee maintained for such purpose and, except as provided in Section 3.12 of this Agreement, upon the surrender of Certificates, if any, and compliance with such reasonable requirements as the Trustee may prescribe. No service charge shall be made to the transferor

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or Transferee for any registration of transfer of a Unit, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. Until any such registration of transfer is completed, the Trustee may treat the owner of any Unit as shown on its ownership ledger as the owner of the Unit for all purposes and shall not be charged with notice of any claim or demand respecting such Unit or the interest represented thereby by any other party. Any such registration of transfer of a Unit shall, as to the Trustee, transfer to the Transferee as of the close of business on the date of registration of transfer all of the undivided right, title and interest of the transferor in and to the Beneficial Interest, *provided* that (a) registration of a transfer of a Unit after any Quarterly Record Date shall not transfer to the Transferee the right of any transferor to any sum payable to such transferor as the holder of record of the Unit on said day and (b) registration of a transfer of a Unit after a Special Distribution Record Date shall not transfer to the Transferee the right of any transferor to the Special Distribution Amount payable to such transferor as the holder of record of the Unit on said day. As to matters affecting the title, ownership, warranty or transfer of Units, Article 8 of the Uniform Commercial Code, the Uniform Act for Simplification of Fiduciary Security Transfers and other statutes and rules with respect to the transfer of securities, each as is adopted and then in force in the State of Delaware, shall govern and apply. The death of any Unitholder shall not entitle the Transferee of such Unitholder to an accounting or valuation for any purpose, but such Transferee shall succeed to all rights of the deceased Unitholder under this Agreement upon proper proof of title, satisfactory to the Trustee.

If any Certificate should become lost, stolen, destroyed or mutilated, the Trustee, in its discretion and upon proof satisfactory to the Trustee, together with a surety bond sufficient in the opinion of the Trustee to indemnify the Trustee, the Delaware Trustee and the Trust against all loss or expenses in the premises, and, in the case of a mutilated Certificate, surrender of the mutilated Certificate, may issue a new Certificate to the holder of such lost, stolen, destroyed or mutilated Certificate as shown by the records of the Trustee, upon payment of a reasonable charge of the Trustee and any reasonable expenses incurred by it in connection therewith.

4.05. *Protection of the Delaware Trustee and the Trustee.* Each of the Delaware Trustee and the Trustee, and each Entity serving in any such fiduciary capacity, shall be protected in relying or reasonably acting upon any notice, certificate, assignment, opinion or advice of counsel, report of certified public accountant, petroleum engineer, oil and gas consultant (including the Independent Reserve Engineers) or auditor or other expert, credential or any other document or instrument. Each of the Delaware Trustee and the Trustee, and each Entity serving in any such fiduciary capacity, is specifically authorized to rely upon the application of Article 8 of the Uniform Commercial Code, the application of the Uniform Act for Simplification of Fiduciary Security Transfers and the application of other statutes and rules with respect to the transfer of securities, each as is adopted and then in force in the State of Delaware, as to all matters affecting title, ownership, warranty or transfer of the Certificates and Units, without any personal liability for such reliance, and the indemnity granted under Section 6.02 of this Agreement shall specifically extend to any matters arising as a result thereof. Further, and without limiting the foregoing, each of the Delaware Trustee, the Trustee and each Entity serving in either such capacity, is specifically authorized and directed to rely upon the

validity of the Conveyance and the title held by the Trust in the Royalty Interests pursuant thereto, and is further specifically authorized and directed to rely upon an opinion of counsel in the state in which the Underlying Properties are located, without any liability in any capacity for such reliance.

4.06. *Determination of Ownership.* In the event of any disagreement between Persons claiming to be Transferees of any Unit, and in addition to other rights which it may have under applicable law, the Trustee shall be entitled at its option to refuse to recognize any such claim so long as such disagreement shall continue. In so refusing, the Trustee, and any Entity serving in such capacity, may elect to make no disposition of the interest represented by the Unit involved, or any part thereof, or of any sum or sums of money accrued or accruing thereunder, and, in so doing, the Trustee shall not be or become liable to any Person for the failure or refusal of the Trustee to comply with such conflicting claims, and shall be entitled to continue to refrain and refuse so to act, until:

(a) the rights of the adverse claimants have been adjudicated by arbitration (pursuant to Article XIII of this Agreement in the case of the Trust, the Trustee, the Delaware Trustee and Dominion Resources or its Affiliates) or a final non-appealable judgment of a court (in the case of the Trust, the Trustee, the Delaware Trustee and Persons other than Dominion Resources and its Affiliates) assuming and having jurisdiction of the parties and the interest and money involved; or

(b) all differences have been resolved by valid agreement between said parties and the Trustee shall have been notified thereof in writing signed by all of the interested parties.

Nothing in this Section 4.06 shall diminish the rights and protections of the Trustee and the Delaware Trustee under this Agreement, including, without limitation, rights and protections granted under Section 4.05 of this Agreement.

ARTICLE V

Accounting and Distribution; Reports

5.01. *Fiscal Year and Accounting Method.* The Trustee shall adopt for the Trust the calendar year as its fiscal year and shall maintain its books on an appropriate basis to comply with Sections 5.03 and 5.04 of this Agreement, except to the extent that such books must be maintained on any other basis pursuant to applicable law.

5.02. *Quarterly and Special Distributions.*

(a) On or before the last Business Day before the forty-fifth (45th) day following the end of each Quarterly Period, the Company shall, pursuant to the Conveyance, pay to the Trust the cash from the Royalty Interests attributable to the sale

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of production during such Quarterly Period. At least ten (10) days, or such longer period of time as may be required by the rules of any securities exchange or quotation system on which the Units are listed or admitted to trading, prior to each Quarterly Record Date and otherwise in accordance with all applicable rules and regulations of the Commission and any such securities exchange or quotation system, the Trustee shall make an announcement of its determination of the Quarterly Distribution Amount for the relevant Quarterly Period. Any excess of interest actually earned on the cash proceeds paid to the Trust over the interest expected to be earned thereon, as provided in the definition of Quarterly Distribution Amount, shall be included in the next Quarterly Distribution Amount. Any deficit in interest actually earned compared to interest expected to be earned, as provided in the definition of Quarterly Distribution Amount, shall be made up from appropriate cash reserves of the Trust established for that purpose, and the amount of any reduction in such reserve shall be treated as an Administrative Cost of the Trust for the Quarterly Period in which the deficit is realized. On or prior to the seventieth (70th) day after the end of each Quarterly Period during the term of the Trust, the Trustee shall, subject to Section 3.12 of this Agreement, distribute *pro rata* the Quarterly Distribution Amount with respect to such Quarterly Period to Unitholders of record on the Quarterly Record Date for such Quarterly Period.

(b) The Trustee shall determine the amount of any Special Distribution Amount and on the Special Distribution Record Date for such Special Distribution Amount shall establish a cash reserve equal to such amount. At least ten (10) days, or such longer period of time as may be required by the rules of any securities exchange or quotation system on which the Units are listed or admitted to trading, prior to each Special Distribution Record Date and otherwise in accordance with all applicable rules and regulations of the Commission and any such securities exchange or quotation system, the Trustee shall make an announcement of its determination of the Special Distribution Amount. Any excess of interest actually earned on such Special Distribution Amount over the interest expected to be earned thereon, as provided in the definition of Special Distribution Amount, shall be included in the next computed Quarterly Distribution Amount or Special Distribution Amount. Any Special Distribution Amount shall, subject to Section 3.12 of this Agreement, be distributed by the Trustee *pro rata* to Unitholders of record on the Special Distribution Record Date, on or prior to the fifteenth (15th) day following the Special Distribution Record Date. Distribution of a Special Distribution Amount having the same record date as a Quarterly Distribution Amount shall be in conjunction with the distribution of the Quarterly Distribution Amount.

5.03. *Income Tax Reporting.* For federal or state income tax purposes, the Trustee shall file for the Trust such returns and statements as the Trustee is advised are required to comply with applicable provisions of (i) the Internal Revenue Code of 1986, as amended, or any successor statute or statutes and the regulations thereunder and (ii) any applicable state laws or regulations thereunder, in either case to permit each Unitholder to make all calculations reasonably necessary for tax purposes. The Trustee is authorized and directed to treat all

income, credits and deductions of the Trust for each Quarterly Period as having been realized on the Quarterly Record Date for such Quarterly Period unless otherwise advised by counsel.

The Trustee may, but shall not be obligated to, enter into an agreement (the "DER Agreement") on behalf of the Trust with the Alabama Department of Revenue permitting the Trust to file a "composite income tax return" (a "Composite Return") in the State of Alabama on behalf of all Unitholders who are not residents of Alabama; *provided*, that the DER Agreement is revocable at any time by either the Trust or the Alabama Department of Revenue. For the purposes of each Composite Return, the Trustee shall be entitled to use the mailing address of the Unitholders of record for the purposes of determining which Unitholders are residents of Alabama, and to use other conventions as may be permitted under the terms of the DER Agreement. Notwithstanding the foregoing, the Trustee shall revoke the DER Agreement and not file a Composite Return for any year in which the Composite Return reflects net taxable income.

5.04. *Reports to the Unitholders and Others.*

(a) Within seventy-five (75) days following the end of each of the first three Quarterly Periods of each calendar year, the Trustee shall mail to each Person who was a Unitholder of record (i) on the Quarterly Record Date for each such Quarterly Period and (ii) on each Special Distribution Record Date occurring during each such Quarterly Period, if any, a report which shall show in reasonable detail the assets and liabilities and receipts and disbursements of the Trust and the revenues and direct operating expenses of the Company's interest in the Underlying Properties for such Quarterly Period. Within one hundred twenty (120) days following the end of each fiscal year or such shorter period of time as may be required by the rules of any securities exchange or quotation system on which the Units are listed or admitted for trading, the Trustee shall mail to each Person who was a Unitholder of record on a date to be selected by the Trustee an annual report, containing financial statements audited by a nationally recognized firm of independent public accountants selected by the Trustee, and such annual reserve information regarding the Royalty Interests, as may be required by any regulatory authority having jurisdiction.

(b) Promptly after receipt of the requisite information and no later than the fifteenth (15th) day of March in each calendar year, the Trustee shall prepare and mail to Unitholders of record (i) on each of the Quarterly Record Dates occurring during the prior calendar year and (ii) on each Special Distribution Record Date occurring during the prior calendar year, if any, such report or reports as may be necessary to permit each Unitholder to make all calculations reasonably necessary for federal and state tax purposes for the preceding calendar year or any Quarterly Period thereof.

(c) The Trustee is authorized to make and shall take all reasonable actions necessary to make all Exchange Act filings on behalf of the Trust with the Commission. It is the intention of Dominion Resources that the Units be listed on the NYSE and, in

this regard, Dominion Resources shall advise the Trustee of any actions (consistent with the purposes of the Trust) that the Trustee should take in connection with the effectuation of such listing. If listing is accomplished, the Trustee shall take all reasonable actions necessary to maintain such listing, including compliance with the rules of such securities exchange and the filing of any reports required by such securities exchange. Dominion Resources shall prepare and file all filings and reports required under the Securities Act or state securities or Blue Sky laws.

(d) The Trustee is authorized to make and, subject to receipt of an opinion of counsel reasonably satisfactory to the Trustee, the Trustee shall take all reasonable actions to prepare and mail to Unitholders, any reports, press releases or statements, financial or otherwise, that Dominion Resources notifies the Trustee in writing are required to be provided by the Trust to Unitholders by law or governmental regulation or the requirements of any securities exchange or quotation system on which the Units are listed or admitted to trading.

(e) Notwithstanding any time limit imposed by paragraph (a) or (b) of this Section 5.04, if, due to the unavailability prior to the expiration of any such time limit of information necessary, or a delay in receipt by the Trustee of information necessary, for preparation of a report or reports required by such paragraphs, the Trustee shall be unable to prepare and mail such report or reports within such time limit, the Trustee shall prepare and mail such report or reports as soon thereafter as practicable.

5.05. *Information to be Supplied by Dominion Resources, the Company and the Trustee.* Subject to the second paragraph of Section 3.14 of this Agreement, Dominion Resources and the Company shall provide, or cause to be provided, to the Trustee on a timely basis (a) the information provided for under the Administrative Services Agreement (attached to this Agreement as Schedule 2) to be entered into at the Closing and (b) such other information as is not known to the Trustee or is otherwise more easily available to the Company or Dominion Resources than to the Trustee concerning the Royalty Interests (including information with respect to the properties burdened by the Royalty Interests) and related matters as shall be necessary to permit the Trustee to comply with respect to the Trust with the reporting obligations of the Trust pursuant to the Exchange Act, the requirements of any securities exchange or quotation system on which the Units are listed or admitted for trading and this Agreement. Dominion Resources and the Company shall permit the Trustee during normal business hours to review the books and records pertaining to the assets and liabilities and receipts and disbursements and revenues and direct operating expenses of the Company's interest in the Underlying Properties. Notwithstanding any other provision to the contrary in this Agreement, the Administrative Services Agreement or the Conveyance, Dominion Resources, the Company and their Affiliates shall not be required nor requested to disclose, produce or prepare any information, documents or other materials which (i) were generated for analysis or discussion purposes or contain interpretative data or (ii) are subject to the attorney-client or attorney-work product privileges, or any other privileges to which they may be entitled pursuant to applicable law. The Trustee shall provide to the Company and Dominion Resources, within fifteen (15)

days after the end of each Quarterly Period, a written itemized report showing each Administrative Cost of the Trust paid during such Quarterly Period (including, but not limited to, each out-of-pocket expenditure, all trustee compensation and the administrative services fee paid to Dominion Resources).

ARTICLE VI

Liability of the Delaware Trustee and the Trustee, Indemnification and Method of Succession

6.01. *Liability of the Delaware Trustee and the Trustee.* Notwithstanding any other provision of this Agreement, each of the Delaware Trustee and the Trustee, in carrying out its powers and performing its duties, may act directly or in its discretion, at the expense of the Trust, through Agents or attorneys pursuant to agreements entered into with any of them. Each Entity serving as Delaware Trustee or Trustee shall be personally or individually liable only for (a) fraud or acts or omissions in bad faith or which constitute gross negligence as adjudicated by arbitration or a final non-appealable judgment of a court of competent jurisdiction and (b) taxes, fees and other charges on, based on or measured by any fees, commissions or compensation received in connection with any of the transactions contemplated by this Agreement, and shall not otherwise be individually or personally liable for any act or omission of any Agent unless such Entity has acted in bad faith or with gross negligence in the selection and retention of such Agent. No Entity serving as the Trustee or the Delaware Trustee shall be individually liable by reason of any act or omission of any other Entity serving as the Trustee or the Delaware Trustee. The indemnification provided to the Trustee and the Delaware Trustee under Section 6.02 of this Agreement is subject to the terms of this Section 6.01.

6.02. *Indemnification of the Trustee and the Delaware Trustee.*

(a) Subject to Sections 6.02(c) and 6.02(e) of this Agreement, each Entity serving as the Delaware Trustee or the Trustee, as well as each of their respective Agents (including the Company, Dominion Resources and any of their Affiliates when acting as Agents), shall be indemnified and held harmless by, and receive reimbursement from, the Trust Estate and Dominion Resources, jointly and severally, against and from any and all liabilities, obligations, actions, suits, costs, expenses, claims, damages, losses, penalties, taxes, fees and other charges (collectively, "Expenses", excluding, however, any taxes, fees and other charges payable by the Trustee and the Delaware Trustee on, based on or measured by any fees, commissions or compensation received by the Trustee and the Delaware Trustee for their services under this Agreement) incurred by it, individually, in the administration of the Trust and the Trust Estate or any part or parts thereof, or in the doing of any act done or performed, or in any omission occurring on account of its being the Trustee or the Delaware Trustee, except such Expenses for which it is liable under Section 6.01 of this Agreement (IT BEING UNDERSTOOD THAT EACH ENTITY SERVING AS THE DELAWARE TRUSTEE OR THE TRUSTEE SHALL BE INDEMNIFIED AND HELD HARMLESS BY, AND RECEIVE

REIMBURSEMENT FROM, THE TRUST ESTATE AND DOMINION RESOURCES, AS THE CASE MAY BE, AGAINST SUCH ENTITY'S OWN NEGLIGENCE WHICH DOES NOT CONSTITUTE GROSS NEGLIGENCE). Each Entity serving as the Delaware Trustee or the Trustee shall have a lien upon the Trust Estate for payment of such indemnification and reimbursement (including, without limitation, repayment of any funds borrowed from any Entity serving as fiduciary hereunder) as well as for compensation to be paid to such Entity, in each case entitling such Entity to priority as to payment thereof over payment to any other Person under this Agreement. Neither the Delaware Trustee nor the Trustee nor any Entity serving in either of such capacities nor any Agent thereof, shall be entitled to any reimbursement or indemnification from any Unitholder for any Expenses incurred by the Delaware Trustee or the Trustee or any such Entity or Agent thereof, except as provided in the second paragraph of Section 4.04 of this Agreement, whether or not the Trust Estate is exhausted without full reimbursement or indemnification of the Trustee, the Delaware Trustee or any such Entity or Agent thereof. All legal or other expenses reasonably incurred by the Trustee or the Delaware Trustee in connection with the investigation or defense of any Expenses as to which such Entity or any Agent thereof is entitled to indemnity under this Section 6.02(a) shall be paid out of the Trust Estate or, subject to Section 6.02(e) of this Agreement, by Dominion Resources.

(b) Dominion Resources shall indemnify and hold harmless each Entity serving as the Delaware Trustee and the Trustee and any Agents thereof, individually and as trustee, as the case may be, against any Expenses to which such Entity or Agent thereof may become subject, under or with respect to the Securities Act, the Exchange Act, any other federal or state securities law or otherwise, insofar as such Expenses arise out of, are based upon or are connected with an untrue statement or alleged untrue statement of a material fact contained in, or an omission or alleged omission of a material fact from, (i) the Securities Act Registration Statement, any preliminary prospectus, the final prospectus or any amendment or supplement thereto, or (ii) any other filing, report or other action taken with respect to the Securities Act, the Exchange Act or any other federal or state securities law, the listing of the Units on the NYSE or another national securities exchange or the quotation of the Units on NASDAQ-NMS; *provided, however,* that Dominion Resources shall not be liable to and shall not indemnify the Entities serving as the Trustee or the Delaware Trustee, individually or as trustees, as the case may be, in any such case under the preceding clause (i) of this Section 6.02(b) to the extent that any such Expense arises out of, is based upon or is connected with information prepared or furnished by the Trustee or the Delaware Trustee, as the case may be, expressly for use in the Securities Act Registration Statement, any preliminary prospectus, the final prospectus or any amendment or supplement thereto; and *provided further,* that Dominion Resources shall not be liable to the Entities serving as the Trustee or the Delaware Trustee, individually or as trustees, as the case may be, in any such case under the preceding clause (ii) of this Section 6.02(b) to the extent that any such Expense arises out of, is based upon or is connected with information prepared or furnished (A) by the Trustee and the Trustee is found liable

pursuant to the provisions of Section 6.01 of this Agreement or (B) by the Delaware Trustee and the Delaware Trustee is found liable pursuant to the provisions of Section 6.01 of this Agreement. Subject to Sections 6.02(d) and (e) of this Agreement, Dominion Resources shall reimburse the Entities serving as the Trustee and the Delaware Trustee for any legal or other expenses reasonably incurred by such Entities in connection with the investigation or defense of any Expenses with respect to which such Trustee or any Agent thereof is entitled to indemnity by Dominion Resources under this Agreement.

(c) The Company shall indemnify and hold harmless the Trust from and against any Expenses to which the Trust may become subject arising out of or in connection with any liability under Environmental Laws that arise out of or relate to activities occurring on or under, or in connection with, or conditions existing on or under, the Underlying Properties prior to the date of Closing. The Company shall also indemnify and hold harmless each Entity serving as the Delaware Trustee or the Trustee, and any Agents thereof, individually and as trustee, as the case may be, from and against any Expenses to which such Entity or Agent thereof may become subject in connection with any liability under Environmental Laws (now or hereafter in effect) that arise out of or relate to activities occurring on or under, or in connection with, or conditions existing on or under, the Underlying Properties at any time. The indemnity provided under this Section 6.02(c) shall be a personal right in favor of the Trust, the Delaware Trustee and the Trustee (rather than a covenant running with the land) and shall not be assignable or transferable to any Person (other than a successor trustee).

(d) If any action or proceeding shall be brought or asserted against the Trust, the Trustee or the Delaware Trustee or any Agent thereof (each referred to as an "Indemnified Party" and, collectively, the "Indemnified Parties") in respect of which indemnity may be sought from Dominion Resources or the Company (the "Indemnifying Party") pursuant to Sections 6.02(b) and 6.02(c) of this Agreement, respectively, of which the Indemnified Party shall have received notice, the Indemnified Party shall promptly notify the Indemnifying Party in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all costs and expenses; *provided, however,* that the failure so to notify the Indemnifying Party of the commencement of any such action or proceeding shall not relieve the Indemnifying Party from any liability that it may have to any Indemnified Party under this Section 6.02 unless the Indemnifying Party is prejudiced or damaged by the failure to receive prompt notice. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Indemnifying Party has agreed to pay such fees and expenses, (ii) the Indemnifying Party shall have failed to assume the defense of such action or proceeding and employ counsel reasonably satisfactory (including the qualifications of such counsel) to the Indemnified Party on any such action or proceeding or (iii) the named parties to any such action or proceeding include both the Indemnified

Party and the Indemnifying Party and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party that are different from or in addition to those available to the Indemnifying Party or any other Indemnified Party (in which case, if the Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense of such action or proceeding on behalf of the Indemnified Party and the Indemnified Party may employ such counsel for the defense of such action or proceeding as is reasonably satisfactory to the Indemnifying Party; it being understood, however, that, except in the case of the addition of counsel caused by the existence or development of a conflict rendering unified representation impermissible or unadvisable, the Indemnifying Party shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys for the Indemnified Parties at any time). The Indemnifying Party shall not be liable for any settlement of any such action or proceeding effected without the written consent of the Indemnifying Party, but, if settled with such written consent, or if there be a final judgment for the plaintiff in any such action or proceeding, the Indemnifying Party agrees (to the extent stated above) to indemnify and hold harmless the Indemnified Party from and against any Expenses by reason of such settlement or judgment.

(e) Any Expenses for which an Indemnified Party (including, without limitation, each Entity serving as the Trustee or the Delaware Trustee) may be entitled to indemnification pursuant to Section 6.02(a) or 6.02(c) of this Agreement shall be first satisfied out of the Trust Estate prior to any indemnification from Dominion Resources or the Company, as the case may be, except for Expenses incurred by an Indemnified Party arising out of or in connection with any Environmental Laws that arise out of or relate to activities occurring on or under, or in connection with, or conditions existing on or under the Underlying Properties prior to the date of Closing (which Expenses are to be borne by the Company or, pursuant to Section 10.01 of this Agreement, Dominion Resources and not the Trust), *provided* that Dominion Resources or the Company shall be required to provide such indemnification at any time and from time to time that cash in the Trust Estate or cash reasonably anticipated to be available is inadequate to satisfy and discharge such claims, damages or liabilities.

(f) The parties expressly acknowledge and agree that in no event shall the Trust, Dominion Resources or the Company be relieved of any obligation under this Agreement for indemnification to (i) the Delaware Trustee as a result of any action or failure to act by the Trustee and (ii) the Trustee as a result of any action or failure to act by the Delaware Trustee.

(g) The obligations of the Trust, Dominion Resources and the Company under this Section 6.02 shall survive the resignation or removal of the Trustee or the Delaware Trustee and the termination of the Trust and this Agreement.

6.03. *Resignation of the Delaware Trustee or the Trustee.* Any Entity serving as the Delaware Trustee or the Trustee may resign, as such, with or without cause, at any time by written notice to Dominion Resources, the Company, any other entity serving as the Delaware Trustee or the Trustee and to each of the then Unitholders of record in accordance with Section 12.08 of this Agreement. Such notice shall specify a date when such resignation shall take effect, which shall be a Business Day not less than sixty (60) days after the date such notice is delivered; *provided, however,* that in no event shall any resignation of the Trustee be effective until a successor Trustee has accepted its appointment as Trustee pursuant to the terms of this Agreement, *provided further* that in no event shall any resignation of the Delaware Trustee be effective until a successor Delaware Trustee has accepted its appointment as Delaware Trustee pursuant to the terms of this Agreement. If the Trustee has given notice of resignation in accordance with this Section 6.03 and a successor has not accepted its appointment as successor Trustee during the 210-day period following the receipt by Dominion Resources of such notice of resignation, the annual fee payable in accordance with Section 7.01 of this Agreement to such resigning Trustee in accordance with Schedule 1 attached hereto shall be increased as of the end of such 210-day period by ten (10) percent and shall be further increased by ten (10) percent for each month or portion thereof thereafter to a maximum of five (5) times the fee payable at the time the notice of resignation was received by Dominion Resources until a successor has accepted its appointment as successor Trustee.

6.04. *Removal of the Delaware Trustee or the Trustee.* Each Entity serving as the Delaware Trustee or the Trustee may be removed as trustee hereunder, with or without cause, by the vote of Unitholders of record owning a majority of the then outstanding Units at a meeting held in accordance with the requirements of Article VIII of this Agreement, *provided* that any removal of the Delaware Trustee shall be effective only at such time as a successor Delaware Trustee, fulfilling the requirements of Section 3807(a) of the Business Act, has been appointed and has accepted such appointment, and *provided further* that any removal of the Trustee shall be effective only at such times as a successor Trustee has been appointed and has accepted such appointment. The Unitholders present or represented at any such meeting where a trustee is removed may elect in accordance with the requirements of Article VIII of this Agreement, a successor trustee at such meeting, who may accept such appointment effective as of the close of such meeting.

6.05. *Appointment of Successor Delaware Trustee or Successor Trustee.* In the event of the resignation or removal of the Entity serving as the Delaware Trustee or the Trustee or if any such Entity has given notice of its intention to resign to the Delaware Trustee or the Trustee, the Unitholders represented at a meeting held in accordance with the requirements of Article VIII of this Agreement may appoint a successor trustee. Nominees for appointment may be made by (i) Dominion Resources, (ii) the resigned, resigning or removed trustee or (iii) any Unitholder or Unitholders owning of record at least ten percent (10%) of the then outstanding

Units. Any successor to the Trustee shall be a bank or trust company having combined capital, surplus and undivided profits of at least $100,000,000. Any successor to the Delaware Trustee shall be a bank or trust company having its principal place of business in the State of Delaware and having combined capital, surplus and undivided profits of at least $20,000,000. In the event that a new trustee has not been approved within sixty (60) days after a notice of resignation, a vote of Unitholders removing a trustee or other occurrence of a vacancy, a successor trustee may be appointed by any State or Federal District Court having jurisdiction in New Castle County, Delaware, upon the application of any Unitholder, Dominion Resources or the Entity tendering its resignation as trustee filed with such court, and in the event any such application is filed, such court may appoint a temporary trustee at any time after such application is filed, which shall, pending the final appointment of a trustee, have such powers and duties as the court appointing such temporary trustee shall provide in its order of appointment, consistent with the provisions of this Agreement. Any such temporary trustee need not meet the minimum standards of capital, surplus and undivided profits otherwise required of a successor trustee under this Section 6.05. Nothing in this Agreement shall prevent the same Entity from serving as both the Delaware Trustee and the Trustee if it meets the qualifications thereof.

Immediately upon the appointment of any successor trustee, all rights, titles, duties, powers and authority of the succeeded trustee hereunder (except to the succeeded trustee's rights to amounts payable under Article VII of this Agreement accruing through the appointment of such successor trustee) shall be vested in and undertaken by the successor trustee, which shall be entitled to receive from the predecessor trustee all of the Trust Estate held by it hereunder and all records and files of the predecessor trustee necessary in connection therewith. Any resigning or removed trustee shall account to its successor for its administration of the Trust. All successor trustees shall be fully protected in relying upon such accounting and no successor trustee shall be obligated to examine or seek alteration of any account of any preceding trustee, nor shall any successor trustee be personally liable for failing to do so or for any act or omission of any preceding trustee. The preceding sentence shall not prevent any successor trustee or anyone else from taking any action otherwise permissible in connection with any such account.

6.06. *Laws of Other Jurisdictions.* If, notwithstanding the other provisions of this Agreement (including, without limitation, Section 12.06 of this Agreement), the laws of jurisdictions other than the State of Delaware (each being referred to below as "such jurisdiction") apply to the administration of properties under this Agreement, the following provisions shall apply. If it is necessary or advisable for a trustee to serve in such jurisdiction and if the Trustee is disqualified from serving in such jurisdiction or for any reason fails or ceases to serve there, the ancillary trustee in such jurisdiction shall be such Entity, which need not meet the requirements set forth in the third sentence of Section 6.05 of this Agreement, as shall be designated in writing by Dominion Resources and the Trustee. To the extent permitted under the laws of such jurisdiction, Dominion Resources and the Trustee may remove the trustee in such jurisdiction, without cause and without necessity of court proceeding, and may or may not appoint a successor trustee in such jurisdiction from time to time. The trustee serving in such jurisdiction shall, to the extent not prohibited under the laws of such jurisdiction, appoint the Trustee to handle the details of administration in such jurisdiction. The trustee in such

jurisdiction shall have all rights, powers, discretions, responsibilities and duties as are delegated in writing by the Trustee, subject to such limitations and directions as shall be specified by the Trustee in the instrument evidencing such appointment. Any trustee in such jurisdiction shall be responsible to the Trustee for all assets with respect to which such trustee is empowered to act. To the extent the provisions of this Agreement and Delaware law cannot be made applicable to the administration in such jurisdiction, the rights, powers, duties and liabilities of the trustee in such jurisdiction shall be the same (or as near the same as permitted under the laws of such jurisdiction if applicable) as if governed by Delaware law, and, in all events, the administration in such jurisdiction shall be as free and independent of court control and supervision as permitted under the laws of such jurisdiction. The fees and expenses of any ancillary trustee shall constitute an Administrative Cost of the Trust payable from the Trust Estate. Whenever the term "Trustee" is applied in this Agreement to the administration in such jurisdiction, it shall refer only to the trustee then serving in such jurisdiction. Without limiting the generality of Sections 6.01, 6.02 and 6.03 of this Agreement, neither the Bank, Mellon Bank nor any other Entity serving as the Trustee or the Delaware Trustee shall ever have any personal liability for taking or failing to take any action authorized or contemplated by this Section 6.06, or for any action or lack thereof by any ancillary trustee (as that term is used in this Agreement).

6.07. *Reliance on Experts.* The Trustee and the Delaware Trustee may, but shall not be required to, consult with counsel (who may but need not be counsel to the Company or Dominion Resources), accountants, geologists, engineers and other parties deemed by the Trustee or the Delaware Trustee to be qualified as experts on the matters submitted to them, and, subject to Section 6.01 but notwithstanding any other provision of this Agreement, the opinion of any such party on any matter submitted to it by the Trustee or the Delaware Trustee shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee or the Delaware Trustee under this Agreement in good faith in reliance upon and in accordance with the opinion or advice of any such party. Each of the Trustee and the Delaware Trustee is authorized to make payments of all reasonable fees for services or expenses thus incurred out of the Trust Estate. Neither the Delaware Trustee nor the Trustee shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and what it purports to be and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee and the Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner or ascertainment of which is not specifically prescribed in this Agreement, the Delaware Trustee and the Trustee may for all purposes hereof rely on a certificate, signed by the chairman of the board of directors, chief executive officer, president, vice president, the treasurer or any assistant treasurer, or the secretary or any assistant secretary of the relevant party, as to such fact or matter, and such certificate shall constitute full protection and authorization to the Delaware Trustee and the Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

6.08. *Force Majeure.* No party to this Agreement (or its Affiliates) shall incur any liability to any other party to this Agreement or to any holder of a Unit if, by reason of any current or future law or regulation thereunder of the federal government or any other governmental authority, or by reason of any act of God, war or other circumstance beyond its control, such party is prevented or forbidden from doing or performing any act or thing required by the terms of this Agreement to be done or performed; nor shall any party to this Agreement incur any liability to any other party to this Agreement or to any holder of a Unit by reason of any nonperformance or delay caused as aforesaid in the performance of any act or thing required by the terms of this Agreement to be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for in this Agreement caused as aforesaid.

6.09. *Failure of Action by Dominion Resources or the Company.* In the event that Dominion Resources or the Company shall fail or be unable to take any action as required under any provision of this Agreement, the Trustee is empowered to take such action or any other action that is dependent on such action without regard to Dominion Resources or the Company's failure or inability to act.

ARTICLE VII

Compensation of the Trustee and the Delaware Trustee

7.01. *Compensation of the Trustee and the Delaware Trustee.* The Entity serving as the Trustee hereunder shall receive compensation for its services as the Trustee hereunder and for the services of the Delaware Trustee as the Delaware Trustee hereunder as set forth in Schedule 1 attached to this Agreement. The Entity serving as the Delaware Trustee hereunder shall receive compensation for its services as the Delaware Trustee hereunder from the Trustee. Entities serving as the Trustee or the Delaware Trustee under this Agreement shall be reimbursed for all actual expenditures made in connection with administration of the Trust, including those made on account of any unusual duties in connection with matters pertaining to the Trust and the reasonable compensation and expenses of their counsel, accountants or other skilled Persons and of all other Persons not regularly in their employ. Any unusual or extraordinary services rendered by the Entity serving as the Trustee or by the Entity serving as the Delaware Trustee in connection with the administration of the Trust shall be treated as Trust administrative services for purposes of computing the respective administrative fee to be paid to each Entity serving as trustee under this Agreement.

7.02. *Source of Funds.* Except as provided in paragraphs (b), (c) and (e) of Section 6.02 of this Agreement, all compensation, reimbursements and other charges owing to any Entity as a result of its service as trustee under this Agreement shall constitute indebtedness under this Agreement and shall be payable by the Trust out of the Trust Estate, and such Entity shall have a lien on the Trust Estate for payment of such compensation, reimbursements and other charges, entitling such Entity under this Agreement to priority as to payment thereof over payment to any other Person.

7.03. *Ownership of Units by Dominion Resources, the Company, the Trustee and the Delaware Trustee.* Each of the Trustee and the Delaware Trustee, in its individual or other capacity, may become the owner or pledgee of Units with the same rights it would have if it were not a trustee under this Agreement. The Company, Dominion Resources and each of their Affiliates may become the owners of Units with the same rights and entitled to the same benefits as any other Unitholder.

ARTICLE VIII

Meetings of the Unitholders

8.01. *Purpose of Meetings.* A meeting of the Unitholders may be called at any time and from time to time pursuant to the provisions of this Article VIII to transact any matter that the Unitholders may be authorized to transact.

8.02. *Call and Notice of Meetings.* Any meeting of the Unitholders may be called by the Trustee or by Unitholders owning of record not less than ten percent (10%) in number of the then outstanding Units. The Trustee shall call a meeting of Unitholders to consider amendments, waivers, consents and other changes to the Conveyance, if requested in writing by the Company or Dominion Resources. In addition, the Delaware Trustee may call such a meeting but only for the purpose of appointing a successor to it upon its resignation. All meetings of the Unitholders shall be held at such time and at such place in Dallas, Texas, as the notice of any such meeting may designate. Except as may be otherwise required by applicable law or by any securities exchange or quotation system on which the Units are listed or admitted for trading, written notice of every meeting of the Unitholders signed by the Trustee or the Unitholders calling the meeting (or the Delaware Trustee if calling the meeting), setting forth the time and place of the meeting and in general terms the matters proposed to be acted upon at such meeting, shall (notwithstanding the alternative methods of notice permitted by Section 12.08 of this Agreement) be given in person or by mail not more than sixty (60) nor less than twenty (20) days before such meeting is to be held to all of the Unitholders of record at the close of business on a record date selected by the Trustee (the "Record Date Unitholders"), which record date shall be not more than sixty (60) days before the date of such meeting. If such notice is given to any Unitholder by mail, it shall be directed to such Unitholder at its last address as shown by the ownership ledger of the Trustee and shall be deemed duly given when so addressed and deposited in the United States mail, postage prepaid. No matter other than that stated in the notice shall be acted upon at any meeting. Only Record Date Unitholders shall be entitled to notice of and to exercise rights at or in connection with the meeting. Any action required by this Agreement to be taken at a meeting of the Unitholders, or any action which may be taken at a meeting of the Unitholders, may not be taken and shall not be effective without an actual meeting of the Unitholders, prior written notice to the Unitholders thereof and a vote by the Unitholders with respect thereto.

8.03. *Method of Voting and Vote Required.* Each Record Date Unitholder shall be entitled to one vote for each Unit owned by such Record Date Unitholder on the record date,

and any Record Date Unitholder may vote in person or by duly executed written proxy. At any such meeting, the presence in person or by proxy of Record Date Unitholders holding a majority of the Units held by all Record Date Unitholders shall constitute a quorum and, except as otherwise provided in this Agreement, any matter (including, but not limited to, appointment of a successor trustee) shall be deemed to have been approved by the Unitholders if it is approved by the vote of Record Date Unitholders holding more than fifty percent (50%) of the Units represented at the meeting, although less than a majority of all the Units at the time outstanding, except that (a) the affirmative vote by the holders of not less than sixty-six and two-thirds percent (66⅔%) of all the Units then outstanding shall be required to terminate the Trust or, with the written consent of Dominion Resources, to amend Section 3.02, 9.02 or 9.03 of this Agreement and (b) the affirmative vote by the holders of a majority of all the Units then outstanding shall be required to:

(i) approve any amendment to or affecting this Agreement, other than (A) amendments prohibited by Section 11.01 of this Agreement, (B) amendments to Section 3.02, 9.02 or 9.03 of this Agreement as set forth in this Section 8.03 above, (C) an amendment to Section 9.04 of this Agreement (which shall require the written consent of Dominion Resources and the affirmative vote by the holders of a majority of all the Units then outstanding), (D) an amendment of this Section 8.03 (which shall require approval of not less than eighty percent (80%) of all then outstanding Units) and (E) any amendment to or affecting this Agreement to the extent permitted pursuant to Section 11.02 of this Agreement (which shall not require Unitholder approval);

(ii) remove the Delaware Trustee or the Trustee;

(iii) approve any amendment or waiver of any provision of, or consent or release with respect to, or agree to the termination of the Conveyance pursuant to Section 11.03 of this Agreement; or

(iv) with the consent of the Trustee, merge or consolidate the Trust as provided in Section 9.05 of this Agreement.

No meeting of Unitholders nor any vote thereof shall be required in order to effect an amendment of this Agreement pursuant to Section 3.15 of this Agreement.

8.04. *Conduct of Meetings.* The Trustee may make such reasonable regulations consistent with the provisions of this Agreement as it may deem advisable for any meeting of the Unitholders, for the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, the preparation and use at the meeting of a list certified by or on behalf of the Trustee of the Unitholders entitled to vote at the meeting and such other matters concerning the conduct of the meeting as it shall deem advisable.

ARTICLE IX

Duration, Revocation and Termination of the Trust

9.01. *Revocation.* Subject to the third sentence of this Section 9.01, the Trust is and shall be irrevocable, and after the Closing, the Company, as trustor, retains no power to alter, amend (except as provided otherwise in Sections 3.15 and 11.02 of this Agreement), revoke or terminate the Trust. The Trust shall be terminable only as provided in Sections 9.02 and 9.04 of this Agreement and shall continue until so terminated. Prior to the Closing, the Company may revoke the Trust by written notice to the Trustee, in which event the Trustee shall reconvey the Trust Estate, less any expenses or liabilities of the Trust, to the Company.

9.02. *Termination.* Subject to the provisions of Section 9.04 of this Agreement, the Trust shall terminate upon the occurrence of any of the following events or times:

(a) the action by Unitholders of record holding not less than sixty-six and two-thirds (66⅔%) of the then outstanding Units in accordance with the requirements of Article VIII of this Agreement to terminate the Trust;

(b) such time as the ratio of cash received by the Trust attributable to the Royalty Interests in any Quarterly Period to Administrative Costs of the Trust for such Quarterly Period is less than 1.2 to 1.0 for two (2) consecutive Quarterly Periods; or

(c) March 1 of any calendar year that the "Termination Present Value" as of December 31 of the prior year is equal to or less than $5.0 million. Termination Present Value shall be determined by calculating as of December 31 of the prior year, the net present value (discounted at ten percent (10%)) of (i) the estimated future net revenues from proved reserves attributable to the Royalty Interests (calculated in accordance with criteria established for such calculations by the Commission except that it shall be based upon a constant delivered average price received for such prior year by the Company pursuant to the Gas Purchase Agreement and shall use the same methodology and assumptions used by Ryder Scott Company Petroleum Engineers in estimating the proved reserves attributable to the Company's interest in the Underlying Properties in the Reserve Estimate (as defined in the Securities Act Registration Statement)), plus (ii) the amount of all remaining Section 29 tax credits attributable to the Royalty Interests.

9.03. *Disposition and Distribution of Assets and Properties.*

(a) Notwithstanding the termination of the Trust pursuant to Section 9.02 of this Agreement, the Delaware Trustee and the Trustee shall continue to act as the trustees of the Trust Estate and as such shall exercise the powers granted under this Agreement until their duties have been fully performed and the Trust Estate finally distributed so that the affairs of the Trust may be liquidated and wound up.

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(b) Within five (5) Business Days following the Termination Date, the Trustee shall provide the Company, Dominion Resources and the Delaware Trustee with written notice of termination of the Trust and shall engage a nationally recognized investment banking firm (the "Advisor"), on behalf of the Trust, to assist the Trustee in selling the remaining Royalty Interests then owned by the Trust (the "Remaining Royalty Interests"), which assistance shall include, but not be limited to (i) valuing the Remaining Royalty Interests owned by the Trust, (ii) evaluating offers to purchase the Remaining Royalty Interests, (iii) seeking buyers for the Remaining Royalty Interests and (iv) rendering the fairness opinions required by this Section 9.03 and otherwise as may be requested by the Trustee.

(c) The Company shall have the right, but not the obligation, to make a cash offer to purchase all of the Remaining Royalty Interests in accordance with the provisions of this Section 9.03(c). Any such offer shall be made in writing and delivered to the Trustee prior to the sixtieth (60th) day following the Termination Date (the "Option Period Termination Date"). In the event such an offer is made by the Company, then by the later of (i) the Option Period Termination Date or (ii) the tenth (10th) Business Day following receipt by the Trustee of any such offer by the Company, the Trustee shall decide (which decision shall be based on the recommendation of the Advisor) and shall give written notice of such decision to the Company, either (x) to accept the offer which acceptance shall be conditioned upon receipt, prior to the closing of the sale, of an opinion of the Advisor, in form satisfactory to the Trustee, of the fairness of the offer to the Unitholders from a financial point of view or (y) to defer action on such offer.

(d) In the event the Trustee accepts any such offer prior to its having been withdrawn by the Company or having expired in accordance with its terms, the Trustee and the Company shall each use Best Efforts to close the purchase no later than the thirtieth (30th) day following receipt by the Company of the notice of acceptance of the offer.

(e) In the event that the Trustee defers action on an offer made by the Company, the offer shall be deemed to have been withdrawn and the Trustee shall use Best Efforts, with assistance of the Advisor, to obtain alternative offers for the Remaining Royalty Interests. In the event that an acceptable written offer (which must be an all cash offer) to purchase the Remaining Royalty Interests is made by a Person other than by the Company (the highest of such offers, net of any commissions or other fees payable by the Trust, is referred to in this Agreement as the "Highest Acceptable Offer"), the Trustee shall notify the Company of the Highest Acceptable Offer including, with such notice, a copy of such offer and the purchase price payable by the Company in order to purchase the Remaining Royalty Interests computed as set forth in the following sentence within one hundred twenty (120) days following the Termination Date. The Company shall have the exclusive right, but not the obligation (whether or not the Company made an initial offer), (i) if the Highest Acceptable Offer is more than one hundred five percent (105%) of the Company's original offer (the "Company Offer")

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(or if the Company did not make a prior offer) to purchase all of the Remaining Royalty Interests for a cash purchase price equal to one hundred five percent (105%) of the Highest Acceptable Offer or (ii) if the Highest Acceptable Offer is equal to or less than one hundred five percent (105%) of the Company Offer, to purchase all of the Remaining Royalty Interests for a cash purchase price equal to the Highest Acceptable Offer. The Trustee's evaluation of each offer for the Remaining Royalty Interests shall be based on an evaluation of such offer by the Advisor. The Company shall provide written notice of any election to purchase the Remaining Royalty Interests pursuant to this Section 9.03(e) within five (5) Business Days of receipt by the Company of notification by the Trustee of the Highest Acceptable Offer and the Trustee and the Company shall each use Best Efforts to close the purchase within thirty (30) days of receipt by the Company of such notification. If no other acceptable all cash offers are received for the Remaining Royalty Interests, the Trustee may request the Company to submit another offer for consideration by the Trustee. If the Company makes such an offer and the Trustee accepts it, such acceptance shall be conditional upon receipt, prior to the closing of the sale, of an opinion of the Advisor, in form satisfactory to the Trustee, of the fairness of the offer to the Unitholders from a financial point of view, and the Trustee and the Company shall each use Best Efforts to close the purchase within thirty (30) days of receipt by the Company of the notice of acceptance of such offer.

(f) Any Person purchasing the Remaining Royalty Interests pursuant to the procedures set forth in Section 9.03(c) through (e) of this Agreement, regardless of the date of closing of the purchase, shall be entitled to all proceeds from the sale of production attributable to the Remaining Royalty Interests after the Termination Date and neither the Trust nor the Unitholders shall be entitled to any such proceeds. The Company shall deposit all proceeds from the sale of production following the Termination Date payable to the Trust pursuant to the Conveyance into a non-interest-bearing account and, upon closing of the sale of the Remaining Royalty Interests, shall pay all deposited amounts to the buyer of the Remaining Royalty Interests.

(g) In the event that any Remaining Royalty Interests are not, for any reason, sold or a definitive agreement for sale thereof entered into prior to the one hundred fiftieth (150th) day following the Termination Date, the Company shall pay all amounts deposited in the account established pursuant to Section 9.03(f) of this Agreement to the Trust and all amounts thereafter payable to the Trust pursuant to the Conveyance shall be paid to the Trust in accordance with the provisions of the Conveyance and such amounts shall be distributed to Unitholders in accordance with the provisions of this Agreement. The Trustee may accept any offer (including offers, if any, made by the Company) for all or any part of the Remaining Royalty Interests as it deems to be in the best interests of the Unitholders and may continue for up to one calendar year after the Termination Date to seek a buyer or buyers of any remaining assets and properties, free and clear of any of the Company's purchase rights, in an orderly fashion not involving a public auction. If any assets or property constituting the Trust Estate have not been sold, or a definitive agreement for sale thereof has not been entered into, by the end of

one calendar year following the Termination Date, the Trustee shall cause such property to be sold at public auction to the highest cash bidder (which may be the Company or any of its Affiliates). Notice of any such sale by auction shall be mailed at least thirty (30) days prior to such sale to each Unitholder at its address as it appears on the ownership ledger of the Trust.

(h) The Trustee shall not be required to obtain approval of the Unitholders prior to selling any asset or property of the Trust Estate pursuant to this Section 9.03. Information provided to any prospective buyer of the Royalty Interests shall include the impact, if any, of capital expenditures on future amounts payable with respect to the Royalty Interests. Upon making final distribution to the Unitholders and cancellation of the Trust, neither the Trustee, the Delaware Trustee nor any Entity serving in such capacity shall be under further liability. The Company, for purposes of this Section 9.03, shall include all of the Company's successors in interest and assigns and, upon written notice to the Trustee, the Company's rights under this Section 9.03 shall be fully assignable by the Company to any Person.

(i) The Trustee shall convey to the Company (or its assigns) or any other Person purchasing the Royalty Interests any portion of the Royalty Interests purchased from the Trust pursuant to this Section 9.03. In the event that a portion of the Royalty Interests is to be conveyed to the Company (or its assigns) or any other Person purchasing the Royalty Interests pursuant to this Section 9.03, upon receipt of (A) funds equal to the required payment, (B) an accurate description of said portion of the Royalty Interests and (C) sufficient information to evidence that any conditions to purchase have been satisfied, then within a reasonable time thereafter, and upon advice of such experts as may be retained by the Trustee, the Trustee and the Delaware Trustee shall execute and deliver a Trustee Conveyance covering said Royalty Interests to the Company (or its assignee) or the Person purchasing the Royalty Interests.

9.04. *Conditional Right of Repurchase.*

(a) Notwithstanding any provision in this Agreement to the contrary, Dominion Resources is hereby granted the right to repurchase all (but not less than all) outstanding Units at any time at which fifteen percent (15%) or less of the outstanding Units are owned by Persons other than Dominion Resources and its Affiliates. Any such repurchase shall be at a price equal to the greater of (i) the highest price at which Dominion Resources or any of its Affiliates acquired Units during the ninety (90) days immediately preceding the date (the "Determination Date") which is three (3) NYSE trading days prior to the date on which notice of such exercise is delivered to the Unitholders and (ii) the average closing price of the Units on the NYSE, or if not so listed, on such other national securities exchange or NASDAQ-NMS, in any case for the thirty (30) trading days immediately preceding the Determination Date (the "Average Closing Price"). In the event that Dominion Resources or any of its Affiliates acquires Units from Persons other than Dominion Resources or its Affiliates during the period

which is three (3) NYSE trading days following the Determination Date at a price per Unit greater than that at which Dominion Resources or any of its Affiliates acquired Units during the ninety (90) days immediately preceding the Determination Date, then for purposes of clause (i) of this Section 9.04(a) the highest price shall be such greater price.

(b) In the event that Dominion Resources elects to repurchase all Units pursuant to Section 9.04(a) of this Agreement, Dominion Resources and the Trustee shall, prior to the date fixed for repurchase, give all Unitholders of record not less than fifteen (15) days nor more than sixty (60) days written notice pursuant to Section 12.08 of this Agreement specifying the time and place of such repurchase, calling upon each such Unitholder to surrender to Dominion Resources on the repurchase date at the place designated in such notice its Certificate or Certificates representing the number of Units specified in such notice of repurchase. On or after the repurchase date, each holder of Units to be repurchased shall present and surrender its Certificates for such Units to Dominion Resources at the place designated in such notice and thereupon the purchase price of such Units shall be paid to or on the order of the Person whose name appears on such Certificate or Certificates as the owner thereof. In no event may fewer than all of the outstanding Units represented by the Certificates be repurchased (except with respect to any such Units held by Dominion Resources or any of its Affiliates).

(c) If a notice of repurchase has been given by Dominion Resources and the Trustee pursuant to Section 9.04(b) of this Agreement and if, on or before the date fixed for repurchase, the funds necessary for such repurchase shall have been set aside by Dominion Resources, separate and apart from its other funds, in trust for the *pro rata* benefit of the holders of the Units so noticed for repurchase then, notwithstanding that any Certificate or Certificates for such Units have not been surrendered, at the close of business on the repurchase date the holders of such Units shall cease to be Unitholders and shall have no interest in or claims against Dominion Resources, the Company, the Trust, the Delaware Trustee or the Trustee by virtue thereof and shall have no voting or other rights with respect to such Units, except the right to receive the purchase price payable upon such repurchase (which purchase price shall not include any sums for Quarterly Distribution Amounts and/or Special Distribution Amounts made or to be made to Unitholders on Quarterly Record Dates or Special Distribution Record Dates occurring after the date of written notice of such repurchase), without interest thereon, upon surrender (and endorsement, if required by Dominion Resources) of their Certificates, and the Units evidenced thereby shall no longer be held of record in the names of such Unitholders. Subject to applicable escheat laws, any monies so set aside by Dominion Resources and unclaimed at the end of two (2) years from the repurchase date shall revert to the general funds of Dominion Resources, after which reversion the holders of such Units so noticed for repurchase shall look only to the general funds of Dominion Resources for the payment of the purchase price. Any interest accrued on funds so deposited shall be paid to Dominion Resources from time to time as requested by Dominion Resources.

(d) In the event that Dominion Resources exercises and consummates its right of repurchase granted pursuant to this Section 9.04, then at the option of Dominion Resources it may cause the Trust to be terminated by providing written notice thereof to the Trustee and the Delaware Trustee. Subject to the rights of the Unitholders with respect to distributions, within thirty (30) days following written notice of Dominion Resources' election to terminate the Trust pursuant to this Section 9.04(d), the Trustee shall, subject to a reasonable reserve determined by the Trustee to be necessary in connection with the winding up of the Trust, cause any Remaining Royalty Interests (and all proceeds from the sale of production attributable to the Remaining Royalty Interests) and any other assets of the Trust to be conveyed to Dominion Resources or its assignee.

(e) Dominion Resources, for purposes of this Section 9.04, shall include all of Dominion Resources' successors in interest and Affiliates and, upon written notice to the Trustee, Dominion Resources' rights under this Section 9.04 shall be fully assignable by Dominion Resources to any of its Affiliates.

9.05. *Reorganization or Business Combination.*

(a) The Trust may merge or consolidate with or into one or more limited partnerships, general partnerships, corporations, business trusts, limited liability companies, associations or unincorporated businesses in accordance with Section 3815 of the Business Act if such transaction (i) is agreed to by the Trustee and by the affirmative vote of Unitholders owning more than fifty percent (50%) of the then outstanding Units at a meeting duly called and held in accordance with Article VIII of this Agreement and (ii) is permitted under the Business Act and any other applicable law. The Trustee shall give prompt notice of such reorganization or business combination to the Delaware Trustee.

(b) Upon the effective date of a certificate of merger duly filed in accordance with the Business Act, the following shall be deemed to occur, in addition to such effects as may be specified under the Business Act as then in effect:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities shall be vested in the surviving business entity and, after the merger or consolidation, shall be the property of the surviving business entity to the extent they were part of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and shall not be in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the surviving business entity, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted for by it.

(c) A merger or consolidation effected pursuant to this Section 9.05 shall not be deemed to result in a transfer or assignment of assets or liabilities from one entity to another having occurred.

ARTICLE X

Dominion Resources' Assurances

10.01. *Obligations.* Dominion Resources will cause each of the following obligations to be paid in full when due: (a) all liabilities and operating and capital expenses that any Company Interests Owner becomes obligated to pay as a result of such Company Interests Owner's obligations under the Conveyance and (b) the obligations of the Company to indemnify the Trust, the Trustee and the Delaware Trustee for certain environmental liabilities as provided in Section 6.02(c) of this Agreement (collectively, the "Payment Obligations").

10.02. *Notice of Unpaid Obligations.* In the event that a Payment Obligation has not been paid when due, the Trustee shall make demand of Dominion Resources for payment stating the amount due. Dominion Resources shall cure any failure to pay the obligation within ten (10) days following receipt of the foregoing demand. After written request of the Unitholders owning of record not less than twenty-five percent (25%) of the Units then outstanding (treated as a single class) served upon the Trustee, and absent action by the Trustee within ten (10) days following receipt by the Trustee of such written request to enforce obligations under this Section 10.02 for the benefit of the Trust, such Unitholders may, acting as a single class and on behalf of the Trust, seek to enforce Dominion Resources' obligations under this Section 10.02.

10.03. *Termination of Assurances.* All of Dominion Resources' obligations under this Article X will terminate upon: (a) termination and cancellation of the Trust, (b) the sale or other transfer by the Company of all or substantially all of the Company's interest in the Underlying Properties (subject to the terms of this Agreement) and (c) the sale or other transfer of a majority of Dominion Resources' direct or indirect ownership interests in the Company; *provided* that, with respect to the terminations referred to in clauses (b) and (c) of this Section 10.03, Dominion Resources' obligations under this Article X will terminate only if: (i) the transferee has, at the time of the assignment or transfer, unsecured long-term debt rated by Moody's Investors Service of at least Baa3 or rated by Standard & Poor's Ratings Group of at least BBB- (or an equivalent rating from at least one nationally recognized statistical rating organization); (ii) the transferee (and such of its Affiliates which (1) constitute an "affiliated group" for federal income tax purposes and (2) have executed guarantees of such transferee's

assurance obligations) does not have a rating assigned to its unsecured long-term debt from a nationally recognized statistical rating organization and at the time of transfer has a consolidated net worth (determined in accordance with generally accepted accounting principles) of not less than $200 million *provided* that such net worth requirement shall be reduced by $10 million on January 1 of each year commencing January 1, 1995 (*provided, however,* that if such transferee is an Affiliate of Dominion Resources, then Dominion Resources' obligations shall not terminate until the later of (x) December 31, 1995 and (y) the date such transferee meets the requirements set forth in clause (i) above); or (iii) the transferee is approved by holders of a majority of the outstanding Units; and *provided further,* that in the case of clauses (b) or (c) above the transferee also unconditionally agrees in writing, in form and substance reasonably satisfactory to the Trustee, to assume Dominion Resources' remaining obligations under the Administrative Services Agreement and under this Article X with respect to the assets transferred.

ARTICLE XI

Amendments

11.01. *Prohibited.* After the Closing, no amendment may be made to any provision of this Agreement that would:

(a) increase the power of the Delaware Trustee or the Trustee to engage in business or investment activities; or

(b) alter the rights of the Unitholders *vis-à-vis* each other.

11.02. *Permitted.* Prior to the Closing, amendments to the provisions of this Agreement may be made by the Company, Dominion Resources, the Delaware Trustee and the Trustee, jointly, and no party shall have any liability to any Unitholder for any amendment, including any amendment that increases or decreases any right, benefit or liability of any present or future Unitholder. After the Closing, the Delaware Trustee, the Trustee, Dominion Resources and the Company may, jointly, from time to time supplement or amend this Agreement without the approval of Unitholders in order to cure any ambiguity, to correct or supplement any provision contained in this Agreement that may be defective or inconsistent with any other provision in this Agreement, or to change the name of the Trust; *provided* that such supplement or amendment does not adversely affect the interests of the Unitholders; and *provided further*, that any amendment to this Agreement made to change the name of the Trust in accordance with Section 12.04 of this Agreement or otherwise shall be conclusively deemed not to affect adversely the interests of the Unitholders. Subject to Section 3.15 of this Agreement, all other permitted amendments to the provisions of this Agreement may be made only by a vote of the Unitholders of record at a meeting held in accordance with the requirements of Article VIII of this Agreement. No amendment that increases the obligations, duties or liabilities or affects the rights of the Delaware Trustee, the Trustee or any Entity serving in any such capacity shall be effective without the express written approval of such trustee or Entity. Prior to the execution of any amendment to this Agreement, the Trustee and the Delaware Trustee shall be entitled to

receive and rely upon an opinion of counsel stating that the execution of such amendment is authorized and permitted by this Agreement and that all conditions precedent to the execution and delivery of such amendment have been satisfied.

11.03. *Amendments to Conveyance.* After the Closing, no amendment or waiver may be made to any provision of the Conveyance that would or might have a material adverse effect on the revenues of the Trust or the economic rights of the Unitholders unless approved by Unitholders in accordance with Section 8.03 of this Agreement. Dominion Resources agrees that prior to permitting the Company to make any amendment of or waiver to any provision of the Conveyance, it will, as a condition precedent to such amendment or waiver, provide the Company with a certificate reflecting that all conditions in this Agreement precedent to the execution and delivery of such amendment or waiver have been satisfied.

ARTICLE XII

Miscellaneous

12.01. *Inspection of Books.* Each Unitholder and its duly authorized agents and attorneys shall have the right, at its own expense and during reasonable business hours upon reasonable prior notice, to examine and inspect the records (including, without limitation, the ownership ledger) of the Trust, the Trustee and the Delaware Trustee in reference thereto.

12.02. *Disability of a Unitholder.* Any payment or distribution to a Unitholder may be made by check of the Trustee drawn to the order of the Unitholder, regardless of whether or not the Unitholder is a minor or under other legal disability, without the Trustee having further responsibility with respect to such payment or distribution. This Section 12.02 shall not be deemed to prevent the Trustee from making any payment or distribution by any other method that is appropriate under law.

12.03. *Merger or Consolidation of the Delaware Trustee or the Trustee.* Neither a change of name of either the Delaware Trustee or the Trustee nor any merger or consolidation of its corporate powers with another bank or with a trust company nor the sale or transfer of all or substantially all of its trust operations to a separate corporation shall affect its right or capacity to act hereunder; *provided, however,* that the Delaware Trustee or any successor thereto shall maintain its principal place of business in the State of Delaware; and *provided further,* that any successor Trustee or Delaware Trustee shall continue to meet the requirements of Section 6.05 of this Agreement.

12.04. *Change in the Trust Name.* Upon the request by Dominion Resources submitted to the Trustee and the Delaware Trustee, the Trustee shall, without the vote or consent of any Unitholders, take all action necessary to change the name of the Trust to a name mutually agreeable to the Trustee and Dominion Resources and, upon effecting such name change, the Delaware Trustee shall promptly amend the Certificate of Trust on file in the office of the Secretary of State of Delaware to reflect such name change.

12.05. *Filing of this Agreement.* There is no obligation on the part of the Trustee that this Agreement or any executed copy hereof be filed in any county in which any of the Trust Estate is located, but the same may be filed for record in any county by the Trustee. In order to avoid the necessity of filing this Agreement for record, each of the Delaware Trustee and the Trustee agrees that for the purpose of vesting the record title to the Trust Estate in any successor trustee, the succeeded trustee shall, upon appointment of any successor trustee, execute and deliver to such successor trustee appropriate assignments or conveyances.

12.06. *Choice of Law.* This Agreement and the Trust shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) in effect at any applicable time in all matters, including the validity, construction and administration of this Agreement and the Trust, the enforceability of the provisions of this Agreement, all rights and remedies under this Agreement, and the services of the Delaware Trustee and the Trustee under this Agreement. Furthermore, except as otherwise provided in this Agreement, the rights, powers, duties and liabilities of the Delaware Trustee, the Trustee and the Unitholders shall be as provided under the Business Act and other applicable laws of the State of Delaware and the United States of America in effect at any applicable time; *provided, however,* that there shall not be applicable to the Trustee, the Delaware Trustee, the Unitholders, the Trust or this Agreement (i) the provisions of Section 3540 of Title 12 of the Delaware Code or (ii) any provisions of the laws (statutory or common) of the State of Delaware (other than the Business Act) pertaining to trusts which are inconsistent with the rights, duties, powers, limitations or liabilities of the Trustee, the Delaware Trustee or the Unitholders set forth or referenced in this Agreement.

12.07. *Separability.* If any provision of this Agreement or the application thereof to any Person or circumstances shall be finally determined by a court of proper jurisdiction to be illegal, invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and every remaining provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.08. *Notices.* Any and all notices or demands permitted or required to be given under this Agreement shall be in writing and shall be validly given or made if (a) personally delivered, (b) delivered and confirmed by telecopier or like instantaneous transmission service, or by Federal Express or other reliable overnight courier delivery service, which shall be effective as of confirmation of receipt by the courier at the address for notice hereinafter stated, (c) solely in the case of notice to any Unitholder, by press release in a nationally recognized and distributed media, or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Trustee, to:

NationsBank of Texas, N.A.
901 Main Street, 12th Floor
P.O. Box 830308
Dallas, Texas 75283-0308
Attention: Dominion Resources
Black Warrior Trust,
Trust Administrator
Telecopier No. (214) 508-2484

If to the Delaware Trustee, to:

Mellon Bank (DE) National Association
10th and Market Streets
Wilmington, Delaware 19801
Attention: Trust Department
Telecopier No. (302) 421-2323

If to Dominion Resources, to:

Dominion Resources, Inc.
P.O. Box 26532
901 East Byrd Street
Richmond, Virginia 23261-6532
Attention: Linwood R. Robertson
Telecopier No.: (804) 775-5819

If to the Company, to:

Dominion Black Warrior Basin, Inc.
c/o Dominion Energy, Inc.
901 East Byrd Street
Richmond, Virginia 23219
Attention: Thomas N. Chewning
Telecopier No.: (804) 775-5720

If to a Unitholder, to:

the Unitholder
at its last address as shown on the
ownership records maintained by the Trustee.

Notice which is mailed in the manner specified shall be conclusively deemed given five (5) days after the date postmarked or upon receipt, whichever is sooner. Any party to this Agreement may change its address for the purpose of receiving notices or demands by notice given as provided in this Section 12.08.

12.09. *Additional Disposition by the Company.* In addition to the transfers permitted by paragraph (b) of Section 3.02, the Company or any of its Affiliates may, without the consent of the Unitholders, at any time or from time to time, sell a divided or undivided portion of its interest in the Underlying Properties; *provided* that such sale is subject to and burdened by the Royalty Interests that burden such portion of the Company's interest; and *provided further*, that the terms of the Gas Purchase Agreement shall continue to provide to the Trust and the Unitholders the benefits provided under this Agreement, with the exception that such contract may be altered, amended or modified to enable the Company to separate its retained interest therefrom. Promptly after completion of any such sale, the Company shall so notify the Trustee in writing. Any purchaser of such Underlying Properties shall be the assignee of the Company to the extent of the interest sold and shall execute and deliver a written acknowledgement satisfactory to Dominion Resources, the Company and the Trustee evidencing its agreement to assume and be bound by the obligations of the Company under this Agreement, the Gas Purchase Agreement and the Conveyance to the extent of the interest so acquired.

12.10. *Counterparts.* This Agreement 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.

12.11. *Headings.* The table of contents and headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

12.12. *Independent Conduct.* Each of the Bank and Mellon Bank hereby reserves and retains the right to engage in all businesses and activities of any kind whatsoever (irrespective of whether the same may be in competition with the Trust) in which it may lawfully engage.

ARTICLE XIII

Arbitration

THE PARTIES TO THIS AGREEMENT AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM THAT MAY ARISE BETWEEN OR AMONG DOMINION RESOURCES AND/OR THE COMPANY (ON THE ONE HAND) AND THE TRUST, THE TRUSTEE AND/OR THE DELAWARE TRUSTEE (ON THE OTHER HAND) IN CONNECTION WITH OR OTHERWISE RELATING TO THIS AGREEMENT OR THE CONVEYANCE OR THE APPLICATION, IMPLEMENTATION, VALIDITY OR BREACH OF THIS AGREEMENT OR THE CONVEYANCE OR ANY PROVISION OF THIS AGREEMENT OR THE

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CONVEYANCE (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON CONTRACT, TORT OR STATUTE), SHALL BE FINALLY, CONCLUSIVELY AND EXCLUSIVELY SETTLED BY BINDING ARBITRATION IN DALLAS, TEXAS IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES (THE "RULES") OF JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. OR ANY SUCCESSOR THERETO ("JAMS") THEN IN EFFECT. THE PARTIES TO THIS AGREEMENT (AND ON BEHALF OF THE TRUST) HEREBY EXPRESSLY WAIVE THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING WITHOUT LIMITATION, THE RIGHT TO TRIAL BY JURY, WITH RESPECT TO ANY MATTER SUBJECT TO ARBITRATION PURSUANT TO THIS ARTICLE XIII. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING, WITHOUT LIMITATION, A SUMMARY OR EXPEDITED PROCEEDING IN ANY COURT HAVING JURISDICTION, TO COMPEL ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM TO WHICH THIS ARTICLE XIII APPLIES. EXCEPT WITH RESPECT TO THE FOLLOWING PROVISIONS (THE "SPECIAL PROVISIONS") WHICH SHALL APPLY WITH RESPECT TO ANY ARBITRATION PURSUANT TO THIS ARTICLE XIII, THE INITIATION AND CONDUCT OF ARBITRATION SHALL BE AS SET FORTH IN THE RULES, WHICH RULES ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE WITH THE SAME EFFECT AS IF THEY WERE SET FORTH IN THIS AGREEMENT:

(a) In the event of any inconsistency between the Rules and the Special Provisions, the Special Provisions shall control. References in the Rules to a sole arbitrator shall be deemed to refer to the tribunal of arbitrators provided for under subparagraph (c) below in this Article XIII.

(b) The arbitration shall be administered by JAMS. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association or any successor thereto shall serve and the Rules shall be deemed to be the Commercial Arbitration Rules of the American Arbitration Association then in effect, but giving effect to the Special Provisions set forth in this Article XIII.

(c) The arbitration shall be conducted by a tribunal of three (3) arbitrators. Within ten (10) days after arbitration is initiated pursuant to the Rules, the initiating party or parties (the "Claimant") shall send written notice to the other party or parties (the "Respondent"), with a copy to the Dallas, Texas office of JAMS, designating the first arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be reasonably believed by the Claimant to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after receipt of such notice, the Respondent shall send written notice to the Claimant, with a copy to the Dallas, Texas office of JAMS and to the first arbitrator, designating the second arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be

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reasonably believed by the Respondent to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after such notice from the Respondent is received by the Claimant, the Respondent and the Claimant shall cause their respective designated arbitrators to select any mutually agreeable JAMS panel member as the third arbitrator. If the respective designated arbitrators of the Respondent and the Claimant cannot so agree within said ten (10) day period, then the third arbitrator will be determined pursuant to the Rules. For purposes of this Article XIII, Dominion Resources and the Company (on the one hand) and the Trust, the Trustee and the Delaware Trustee and the Trustee (on the other hand) shall each be entitled to the selection of one (1) arbitrator. Prior to commencement of the arbitration proceeding, each arbitrator shall have provided the parties with a resumé outlining such arbitrator's background and qualifications and shall certify that such arbitrator is not a representative or Agent of any of the parties. If any arbitrator shall die, fail to act, resign, become disqualified or otherwise cease to act, then the arbitration proceeding shall be delayed for fifteen (15) days and the party by or on behalf of whom such arbitrator was appointed shall be entitled to appoint a substitute arbitrator (meeting the qualifications set forth in this Article XIII) within such fifteen (15) day period; *provided, however,* that if the party by or on behalf of whom such arbitrator was appointed shall fail to appoint a substitute arbitrator within such fifteen (15) day period, the substitute arbitrator shall be a neutral arbitrator appointed by the JAMS arbitrator within fifteen (15) days thereafter.

(d) All arbitration hearings shall be commenced within ninety (90) days after arbitration is initiated pursuant to the Rules, unless, upon a showing of good cause by a party to the arbitration, the tribunal or arbitrators permits the extension of the commencement of such hearing; *provided, however,* that any such extension shall not be longer than sixty (60) days.

(e) All claims presented for arbitration shall be particularly identified and the parties to the arbitration shall each prepare a statement of their position with recommended courses of action. These statements of position and recommended courses of action shall be submitted to the tribunal of arbitrators chosen as provided hereinabove for binding decision. The tribunal of arbitrators shall not be empowered to make decisions beyond the scope of the position papers.

(f) The arbitration proceeding will be governed by the substantive laws of the State of Delaware and will be conducted in accordance with such procedures as shall be fixed for such purpose by the tribunal of arbitrators, except that (i) discovery in connection with any arbitration proceeding shall be conducted in accordance with the federal Rules of Civil Procedure and applicable case law, (ii) the tribunal of arbitrators shall have the power to compel discovery and (iii) unless the parties otherwise agree and except as may be provided in this Article XIII, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any provision of state law or other applicable law or procedure inconsistent therewith or which would

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produce a different result. The parties shall preserve their right to assert and to avail themselves of the attorney-client and attorney-work product privileges, and any other privileges to which they may be entitled pursuant to applicable law. No party to the arbitration or any arbitrator may compel or require mediation and/or settlement conferences without the prior written consent of all such parties and the tribunal of arbitrators.

(g) The tribunal of arbitrators shall make an arbitration award as soon as possible after the later of the close of evidence or the submission of final briefs, and in all cases the award shall be made not later than thirty (30) days following submission of the matter. The finding and decision of a majority of the arbitrators shall be final and shall be binding upon the parties. Judgment upon the arbitration award or decision may be entered in any court having jurisdiction thereof or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The tribunal or arbitrators shall have the authority to assess liability for pre-award and post-award interest on the claims, attorneys' fees, expert witness fees and all other expenses of arbitration as such arbitrators shall deem appropriate based on the outcome of the claims arbitrated. Unless otherwise agreed by the parties to the arbitration in writing, the arbitration award shall include findings of fact and conclusions of law.

(h) Nothing in this Article XIII shall be deemed to (i) limit the applicability of any otherwise applicable statute of limitations or repose or any waivers contained in this Agreement or (ii) constitute a waiver by any party hereto of the protections afforded by 12 U.S.C. § 91 or any successor statute thereto or any substantially equivalent state law.

(i) Notwithstanding any provision in this Article XIII to the contrary, this Article XIII shall not be construed to require arbitration of a claim or dispute solely between the Trustee and the Delaware Trustee or of any claim or dispute brought by any Person including, without limitation, any Unitholder (whether in its own right or through a derivative action in the right of the Trust), who is not a party to this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, as of the day and year first above written.

SPONSOR:

DOMINION RESOURCES, INC.

By: _____
Linwood R. Robertson
Vice President - Finance and Treasurer

TRUSTOR:
DOMINION BLACK WARRIOR BASIN, INC.

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

DELAWARE TRUSTEE:
MELLON BANK (DE) NATIONAL ASSOCIATION

By: _____
Sandy S. McKenna
Assistant Vice President

TRUSTEE:
NATIONSBANK OF TEXAS, N.A.

By: _____
Ron E. Hooper
Vice President

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, as of the day and year first above written.

SPONSOR:

DOMINION RESOURCES, INC.

By:_____
Linwood R. Robertson
Vice President - Finance and Treasurer

TRUSTOR:
DOMINION BLACK WARRIOR BASIN, INC.

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

DELAWARE TRUSTEE:
MELLON BANK (DE) NATIONAL ASSOCIATION

By:_____
Sandy S. McKenna
Assistant Vice President

EXAMINED AND APPROVED AS TO FORM
Legal Division

TRUSTEE:
NATIONSBANK OF TEXAS, N.A.

By:_____
Ron E. Hooper
Vice President

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, as of the day and year first above written.

SPONSOR:

DOMINION RESOURCES, INC.

By:_____
Linwood R. Robertson
Vice President - Finance and Treasurer

TRUSTOR:
DOMINION BLACK WARRIOR BASIN, INC.

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

DELAWARE TRUSTEE:
MELLON BANK (DE) NATIONAL ASSOCIATION

By:_____
Sandy S. McKenna
Assistant Vice President

TRUSTEE:
NATIONSBANK OF TEXAS, N.A.

By:_____
Ron E. Hooper
Vice President

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ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA §
§
CITY OF RICHMOND §

On the 31st day of May, 1994, before me personally came Linwood R. Robertson, known to me to be Vice President - Finance and Treasurer of DOMINION RESOURCES, INC., the corporation that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Brenda G. Long
Notary Public

My commission expires: August 31, 1994

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA §
§
CITY OF RICHMOND §

On the 31st day of May, 1994, before me personally came G. E. Lake, Jr., known to me to be Vice President of DOMINION BLACK WARRIOR BASIN, INC., the corporation that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

C. L. Hutcherson
Notary Public

My commission expires: Aug. 31, 1994

ACKNOWLEDGEMENT

STATE OF DELAWARE §
§
CITY OF WILMINGTON §

On the 31st day of May, 1994, before me personally came Sandy S. McKenna, known to me to be Assistant Vice President of MELLON BANK (DE) NATIONAL ASSOCIATION, the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that ~~he~~ she knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that ~~he~~ she signed ~~his~~ her name thereto by like order.

Kathleen M. Agnew
Notary Public

My commission expires: 7-17-95

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On the 31st day of May, 1994, before me personally came Ron E. Hooper, known to me to be Vice President of NATIONSBANK OF TEXAS, N.A., the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that he signed his name thereto by like order.

Notary Public

My commission expires:

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ACKNOWLEDGEMENT

STATE OF DELAWARE §
§
CITY OF WILMINGTON §

On the 31st day of May, 1994, before me personally came Sandy S. McKenna, known to me to be Assistant Vice President of MELLON BANK (DE) NATIONAL ASSOCIATION, the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that he signed his name thereto by like order.

_____
Notary Public

My commission expires:_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On the 31st day of May, 1994, before me personally came Ron E. Hooper, known to me to be Vice President of NATIONSBANK OF TEXAS, N.A., the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that he signed his name thereto by like order.

DELAINE COVINGTON
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-18-97

Delaine Covington
Notary Public

My commission expires: 2-18-97

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SCHEDULE 1

COMPENSATION OF THE TRUSTEE

ACCEPTANCE:

$15,000

ADMINISTRATIVE:

$35,000 per year, payable quarterly, for all trustee administrative services, preparation of quarterly and annual statements with attention to tax and legal matters plus an hourly charge at the Trustee's then standard rate (currently $120 per hour) for officer time in excess of 350 hours annually. This Base Fee escalates at 3% per year beginning January 1, 1995.

TERMINATION FEE:

$10,000 plus out-of-pocket expenses, for disposition of remaining trust assets and final distribution to Unitholders.

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SCHEDULE 2

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is entered into effective as of May 31, 1994, by and between DOMINION RESOURCES, INC., a Virginia corporation ("Dominion Resources"), with its principal office in Richmond, Virginia and DOMINION RESOURCES BLACK WARRIOR TRUST, a fixed investment trust organized under the laws of the State of Delaware (the "Trust").

WITNESSETH

WHEREAS, effective as of May 31, 1994, Mellon Bank (DE) National Association (the "Delaware Trustee"), NationsBank of Texas, N.A. (the "Trustee"), Dominion Resources, and Dominion Black Warrior Basin, Inc., an Alabama corporation ("the Company"), as trustor of the Trust, entered into the Trust Agreement of Dominion Resources Black Warrior Trust (the "Trust Agreement") forming the Trust for the purpose of receiving and holding certain Royalty Interests to be conveyed by the Company thereto and for such other purposes as are described in the Trust Agreement; and

WHEREAS, at the Closing, the Trust and the Company entered into the Conveyance effective as of May 31, 1994 providing for the assignment of the Royalty Interests to the Trust, the computation and payment to the Trust of distributions on the Royalty Interests and certain other matters; and

WHEREAS, in consideration for the conveyance of the Royalty Interests, the Trust issued 7,850,000 Units therein to the Company, which Units have been transferred to Dominion Resources, and Dominion Resources intends to sell up to all such Units pursuant to a public offering; and

WHEREAS, the Trust desires to obtain from Dominion Resources and Dominion Resources desires to provide to the Trust, until such time as the Trust terminates, certain administrative support services as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements hereinafter contained, the parties hereto, subject to the terms and conditions hereinafter set forth, hereby agree as follows:

1. Defined Terms. Defined terms used herein but not defined shall have the meaning defined in the Trust Agreement.

2. Performance of Services. Dominion Resources shall provide the Services, as defined in paragraph 3 hereof, to and for the Trust. Dominion Resources shall provide the Services in a timely manner and in a quality fashion.

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3. Services. The term "Services" as used herein shall mean all accounting, bookkeeping and other administrative services and reports necessary (a) to determine the Gross Proceeds and any other amounts payable to the Trust pursuant to the Conveyance and (b) to provide all information relating to the Royalty Interests and Underlying Properties as shall be necessary (i) to permit the Trustee to comply, with respect to the Trust, with the reporting obligations of the Trust pursuant to the Exchange Act (including, without limitation, such reporting obligations with respect to required financial statements and supplementary financial information), the requirements of any securities exchange or quotation system on which the Units are listed or admitted for trading and the Trust Agreement, (ii) to sell the Royalty Interests in accordance with the Trust Agreement and (iii) for any other reasonable purpose of the Trust. "Services" hereunder shall not include (A) the furnishing of information other than with respect to the Royalty Interests or the Underlying Properties, (B) the preparation of any filings on behalf of the Trust, (C) any services to be performed by or at the direction of the trustees on behalf of the Trust pursuant to the Trust Agreement other than as contemplated herein or (D) the furnishing of any information, data, documents or materials precluded by Section 3.14 and the penultimate sentence of Section 5.05 of the Trust Agreement.

4. Administrative Service Fees. In consideration of the satisfactory performance of the Services on the part of Dominion Resources, the Trust shall pay Dominion Resources beginning for the period beginning June 1, 1994 and ending June 30, 1994 and for each Quarterly Period thereafter, throughout the term of the Trust, the Administrative Services Fee. The Administrative Services Fee shall be $75,000 per Quarterly Period commencing June 1, 1994, and shall be increased annually by three percent beginning January 1, 1995. The Administrative Services Fee shall be paid no later than the seventieth (70th) day following the end of each Quarterly Period for the Services performed during such Quarterly Period. Payment shall be made by check payable to Dominion Resources. The Administrative Services Fee is payable only out of the assets of the Trust and neither the Trustee, the Delaware Trustee, any Entity serving in any such capacity, nor any Unitholder shall be liable therefor. Dominion Resources shall not be required to submit any invoices to receive payment of the Administrative Services Fee.

5. Term of Agreement; Binding Effect; Proration of Fee. This Agreement shall continue in force for the term of the Trust. This Agreement shall be binding on the Trust, its successors and assigns. The Administrative Services Fee shall be prorated for the period beginning June 1, 1994 and ending June 30, 1994. In the event the Trust terminates prior to the end of a Quarterly Period, a portion of the Administrative Services Fee shall be paid for such Quarterly Period based on the number of days in such Quarterly Period that the Trust was in existence.

6. Assignment. Dominion Resources may assign to any of its Affiliates, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the Trustee. The Trust may assign this Agreement to any successor in interest of the Trust without the prior written consent of Dominion Resources. Otherwise neither party shall

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assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party.

7. Indemnification. Dominion Resources, its officers, directors, agents, employees and Affiliates shall not be liable to the Trust, the Trustee or Unitholders for claims, demands, damages, losses, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, proceeding or investigation of any claim) arising out of the rendering of the Services by Dominion Resources hereunder except that Dominion Resources shall be liable for gross negligence or willful misconduct in the rendering of the Services. Dominion Resources shall be indemnified by and reimbursed by the Trust to the same extent that an Indemnified Party is indemnified as set forth in Section 6.02 of the Trust Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

9. Notices. Any and all notices or demands permitted or required to be given under this Agreement shall be in writing and shall be validly given or made if (a) personally delivered, (b) delivered and confirmed by telecopier or like instantaneous transmission service, or by federal Express or other reliable overnight courier delivery service, which shall be effective as of confirmation of receipt by the courier at the address for notice hereinafter stated or (c) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

Dominion Resources:

Dominion Resources, Inc.
P.O. Box 26532
901 East Byrd St.
Richmond, Virginia 23261-6532
Attention: Linwood R. Robertson
Telecopier No.: (804) 775-5819

Trust:

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
Telecopier No.: (214) 508-2484

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Notice which is mailed in the manner specified shall be conclusively deemed given five (5) days after the date postmarked or upon receipt, whichever is sooner. Any party may change its address for purposes of this paragraph by giving the other party hereto written notice of the new address in the manner set forth above.

10. Amendment. No modification or amendment of this Agreement shall be binding upon any party unless in writing and signed by the party against which the modification or amendment is asserted.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements, if any.

12. Arbitration. THE PARTIES TO THIS AGREEMENT AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM THAT MAY ARISE BETWEEN OR AMONG DOMINION RESOURCES (ON THE ONE HAND) AND THE TRUST AND/OR THE TRUSTEE AND/OR THE DELAWARE TRUSTEE (ON THE OTHER HAND) IN CONNECTION WITH OR OTHERWISE RELATING TO THIS AGREEMENT OR THE APPLICATION, IMPLEMENTATION, VALIDITY OR BREACH OF THIS AGREEMENT OR ANY PROVISION OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON CONTRACT, TORT OR STATUTE), SHALL BE FINALLY, CONCLUSIVELY AND EXCLUSIVELY SETTLED BY BINDING ARBITRATION IN DALLAS, TEXAS IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES (THE "RULES") OF JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. OR ANY SUCCESSOR THERETO ("JAMS") THEN IN EFFECT. THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY WAIVE THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING WITHOUT LIMITATION, THE RIGHT TO TRIAL BY JURY, WITH RESPECT TO ANY MATTER SUBJECT TO ARBITRATION PURSUANT TO THIS PARAGRAPH 12. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING, WITHOUT LIMITATION, A SUMMARY OR EXPEDITED PROCEEDING IN ANY COURT HAVING JURISDICTION, TO COMPEL ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM TO WHICH THIS PARAGRAPH 12 APPLIES. EXCEPT WITH RESPECT TO THE FOLLOWING PROVISIONS (THE "SPECIAL PROVISIONS") WHICH SHALL APPLY WITH RESPECT TO ANY ARBITRATION PURSUANT TO THIS PARAGRAPH 12, THE INITIATION AND CONDUCT OF ARBITRATION SHALL BE AS SET FORTH IN THE RULES, WHICH RULES ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE WITH THE SAME EFFECT AS IF THEY WERE SET FORTH IN THIS AGREEMENT:

(a) In the event of any inconsistency between the Rules and the Special Provisions, the Special Provisions shall control. References in the Rules to a sole arbitrator shall be deemed to refer to the tribunal or arbitrators provided for under subparagraph (c) below in this paragraph 12.

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(b) The arbitration shall be administered by JAMS. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association or any successor thereto shall serve and the Rules shall be deemed to be the Commercial Arbitration Rules of the American Arbitration Association then in effect, but giving effect to the Special Provisions set forth in this paragraph 12.

(c) The arbitration shall be conducted by a tribunal of three (3) arbitrators. Within ten (10) days after arbitration is initiated pursuant to the Rules, the initiating party or parties (the "Claimant") shall send written notice to the other party or parties (the "Respondent"), with a copy to the Dallas, Texas office of JAMS, designating the first arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be reasonably believed by the Claimant to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after receipt of such notice, the Respondent shall send written notice to the Claimant, with a copy to the Dallas, Texas office of JAMS and to the first arbitrator, designating the second arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be reasonably believed by the Respondent to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after such notice from the Respondent is received by the Claimant, the Respondent and the Claimant shall cause their respective designated arbitrators to select any mutually agreeable JAMS panel member as the third arbitrator. If the respective designated arbitrators of the Respondent and the Claimant cannot so agree within said ten (10) day period, then the third arbitrator will be determined pursuant to the Rules. For purposes of this paragraph 12, Dominion Resources (on the one hand) and the Trust, the Trustee and the Delaware Trustee (on the other hand) shall each be entitled to the selection of one (1) arbitrator. Prior to commencement of the arbitration proceeding, each arbitrator shall have provided the parties with a résumé outlining such arbitrator's background and qualifications and shall certify that such arbitrator is not a representative or Agent of any of the parties. If any arbitrator shall die, fail to act, resign, become disqualified or otherwise cease to act, then the arbitration proceeding shall be delayed for fifteen (15) days and the party by or on behalf of whom such arbitrator was appointed shall be entitled to appoint a substitute arbitrator (meeting the qualifications set forth in this paragraph 12) within such fifteen (15) day period; *provided, however,* that if the party by or on behalf of whom such arbitrator was appointed shall fail to appoint a substitute arbitrator within such fifteen (15) day period, the substitute arbitrator shall be a neutral arbitrator appointed by the JAMS arbitrator within fifteen (15) days thereafter.

(d) All arbitration hearings shall be commenced within ninety (90) days after arbitration is initiated pursuant to the Rules, unless, upon a showing of good cause by a party to the arbitration, the tribunal of arbitrators permits the extension of the

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commencement of such hearing; *provided, however,* that any such extension shall not be longer than sixty (60) days.

(e) All claims presented for arbitration shall be particularly identified and the parties to the arbitration shall each prepare a statement of their position with recommended courses of action. These statements of position and recommended courses of action shall be submitted to the tribunal of arbitrators chosen as provided hereinabove for binding decision. The tribunal of arbitrators shall not be empowered to make decisions beyond the scope of the position papers.

(f) The arbitration proceeding will be governed by the substantive laws of the State of Delaware and will be conducted in accordance with such procedures as shall be fixed for such purpose by the tribunal of arbitrators, except that (i) discovery in connection with any arbitration proceeding shall be conducted in accordance with the Federal Rules of Civil Procedure and applicable case law, (ii) the tribunal of arbitrators shall have the power to compel discovery and (iii) unless the parties otherwise agree and except as may be provided in this Paragraph 12, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any provisions of state law or other applicable law or procedure inconsistent therewith or which would produce different results. The parties shall preserve their right to assert and to avail themselves of the attorney-client and attorney-work product privileges, and any other privileges to which they may be entitled pursuant to applicable law. No party to the arbitration or any arbitrator may compel or require mediation and/or settlement conferences without the prior written consent of all such parties and the tribunal of arbitrators.

(g) The tribunal of arbitrators shall make an arbitration award as soon as possible after the later of the close of evidence or the submission of final briefs, and in all cases the award shall be made not later than thirty (30) days following submission of the matter. The finding and decision of a majority of the arbitrators shall be final and shall be binding upon the parties. Judgment upon the arbitration award or decision may be entered in any court having jurisdiction thereof or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The tribunal of arbitrators shall have the authority to assess liability for pre-award and post-award interest on the claims, attorneys' fees, expert witness fees and all other expenses of arbitration as such arbitrators shall deem appropriate based on the outcome of the claims arbitrated. Unless otherwise agreed by the parties to the arbitration in writing, the arbitration award shall include findings of fact and conclusions of law.

(h) Nothing in this paragraph 12 shall be deemed to (i) limit the applicability of any otherwise applicable statute of limitations or repose or any waivers contained in this Agreement or (ii) constitute a waiver by any party hereto of the protections afforded

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by 12 U.S.C. § 91 or any successor statute thereto or any substantially equivalent state law.

(i) Notwithstanding any provision in this paragraph 12 to the contrary, this paragraph 12 shall not be construed to require arbitration of a claim or dispute solely between the Trustee and the Delaware Trustee or of any claim or dispute brought by any Person (including, without limitation, any Unitholder), who is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

DOMINION RESOURCES, INC.

By:_____
Name:
Title:

DOMINION RESOURCES BLACK WARRIOR TRUST

By: NATIONSBANK OF TEXAS, N.A., TRUSTEE

By:_____
Name:
Title:

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SCHEDULE 3

OPINIONS OF LOCAL COUNSEL

1. In connection with the activities of the Trust, the Delaware Trustee and the Trustee as contemplated in (a) the Registration Statement under the captions "State Tax Considerations" and "Description of the Trust Agreement," (b) the Trust Agreement and (c) the Conveyance, (i) none of the Trust, the Delaware Trustee or the Trustee is required to qualify to do business or to conduct a trust business in the State of Alabama; (ii) there is no filing, registration or other action by or with respect to the Trust, the Delaware Trustee or the Trustee required in the State of Alabama; (iii) assuming the Trust in its entirety constitutes a grantor trust for federal income tax purposes and is not an association taxable as a corporation, none of the Trustee, the Delaware Trustee or the Trust is subject to any income tax imposed by the State of Alabama, or any of its political subdivisions, and there is no requirement under Alabama law for withholding by the Trustee of distributions to Unitholders; (iv) the activities of the Trustee and the Delaware Trustee under the Trust Agreement will not constitute the exercise of trust powers in the State of Alabama; (v) [individual Unitholders (including non-Alabama residents) will be required generally to comply with Alabama income tax reporting and payment obligations;] and (vi) the Trust may legally hold title to the Royalty Interests. To the best of our knowledge, the execution, delivery and performance by the Trustee and the Delaware Trustee of the Trust Agreement will not violate or conflict with any law or any administrative regulation or ruling of the State of Alabama.

2. Assuming due authorization, execution and delivery of the Conveyance by the Company and the Trust and recording of the Conveyance in the real estate records of the Counties of Tuscaloosa and Jefferson, Alabama, and based on our opinion that the Royalty Interests constitute an interest in real property, (a) the form of the Conveyance is adequate and sufficient to transfer title to the Royalty Interests to the Trust and to comply with the laws of the State of Alabama, including all applicable recordation statutes and regulations; (b) the recording of the Conveyance in the appropriate real property records in the Counties of Tuscaloosa and Jefferson, Alabama, is sufficient to provide the Trust, the Delaware Trustee and the Trustee the maximum protections afforded under the recordation statutes of the State of Alabama against purchasers or creditors subsequently acquiring interests in the Underlying Properties, and such purchasers and creditors will be deemed to acquire any such interests with notice of, and subject to, the Royalty Interests; (c) the Conveyance has been properly recorded, or has been transmitted to the appropriate county official for recordation, in the appropriate real property records in the State of Alabama; (d) no governmental approvals are required in connection with the Conveyance under the laws of the State of Alabama; and (e) the Company has assigned and conveyed to the Trust the Royalty Interests. Nothing expressed in the foregoing opinion shall be construed as an opinion as to the title to the Royalty Interests conveyed by the Conveyance or as to the

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accuracy of the description of the Royalty Interests and Underlying Properties described therein.

3. Each Unit, and any interest represented thereby, will be characterized as intangible personal property under the laws of the State of Alabama for purposes of ownership, transfer, inheritance tax, gift tax, devolution of title, administration and probate assuming, with respect to inheritance tax and gift tax treatment, that the Units, and not an interest in the Royalty Interests, would be included in the Unitholder's gross estate for federal estate tax purposes.

4. The Royalty Interests constitute an interest in real property under the laws of the State of Alabama.

5. There is no restriction on the ownership of interests in minerals or Units by non-U.S. residents under the laws of the State of Alabama.

6. Holders of Units will not be liable for the debts and liabilities of the Trust under the laws of the State of Alabama.

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SCHEDULE 4

Dominion Resources Black Warrior Trust

SEE THE REVERSE SIDE HEREOF FOR A SUMMARY OF CERTAIN PROVISIONS IN THE TRUST AGREEMENT THAT COULD RESULT IN THE MANDATORY TRANSFER AND SALE OF THE UNITS EVIDENCED HEREBY

CERTIFICATE OF BENEFICIAL INTEREST IN

DOMINION RESOURCES BLACK WARRIOR TRUST

ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE
ISSUED UNDER AND SUBJECT TO THE TRUST AGREEMENT
OF DOMINION RESOURCES BLACK WARRIOR TRUST DATED AS OF MAY 31, 1994

THIS CERTIFICATE OF BENEFICIAL INTEREST IS TRANSFERABLE IN THE CITY OF NEW YORK, NEW YORK

SEE REVERSE SIDE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

IS THE OWNER OF

Units of Beneficial Interest ("Units") in that certain Trust known and designated as Dominion Resources Black Warrior Trust created and established under the terms of the Trust Agreement of Dominion Resources Black Warrior Trust (the "Trust Agreement") entered into as of the date shown above by and among Dominion Black Warrior Basin, Inc., an Alabama corporation with its principal office in Richmond, Virginia, as Trustor, Dominion Resources, Inc., a Virginia corporation with its principal office in Richmond, Virginia, Mellon Bank (DE) National Association, a banking association organized under the laws of the United States of America with its principal place of business in the State of Delaware, as Delaware Trustee, and NationsBank of Texas, N.A., a banking association organized under the laws of the United States of America with its principal place of business in Dallas, Texas, as Trustee, a duplicate original of which Trust Agreement is for the information of all concerned held by said Trustee at its office in Dallas, Texas. Said Trust Agreement is hereby referred to and made a part of this Certificate for all purposes and the owner of this Certificate by accepting the same consents to and becomes bound by all the terms and provisions of said Trust Agreement and the provisions hereto. The Units evidenced by this Certificate are transferable on the books of the Trustee by the holder hereof in person, or by duly authorized attorney, upon surrender of this Certificate, properly endorsed, to the Trustee. This Certificate shall not be valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the signature of the duly authorized officer of the Trustee

Dated

Countersigned and Registered
MELLON SECURITIES TRUST COMPANY,
As Transfer Agent
and Registrar

By

Authorized Signature

NATIONSBANK OF TEXAS, N.A.,
as Trustee

By

Authorized Signature

EXHIBIT A

Dominion Resources Black Warrior Trust

THE UNITS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO MANDATORY TRANSFER AND SALE UNDER CERTAIN CIRCUMSTANCES IF THE NATIONALITY, CITIZENSHIP OR OTHER STATUS OF A HOLDER COULD RESULT IN THE CANCELLATION OR FORFEITURE OF ANY TRUST ASSETS. PENDING SUCH TRANSFER OR SALE, DISTRIBUTIONS TO SUCH HOLDER MAY BE SUSPENDED.

THE UNITS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE RIGHT GRANTED IN THE TRUST AGREEMENT TO DOMINION RESOURCES, INC. TO REPURCHASE ALL (BUT NOT LESS THAN ALL) OUTSTANDING UNITS AT ANY TIME AT WHICH 15 PERCENT OR LESS OF THE OUTSTANDING UNITS ARE OWNED BY PERSONS OTHER THAN DOMINION RESOURCES, INC. AND ITS AFFILIATES.

TEN COM	–as tenants in common	UNIF GIFT MIN ACT–.....Custodian.....
TEN ENT	–as tenants by the entireties	(Cust) (Minor)
JT TEN	–as joint tenants with rights of survivorships and not as Tenants in Common	under Uniform Gifts to Minors Act..... (State)

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto

_____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(Please print or typewrite name and address of assignee)

_____ (_____) units of beneficial interest evidenced by the within Certificate of Beneficial Interest, and do hereby irrevocably constitute and appoint _____ (Attorney) to transfer the said units or the books of said Trustee, with full power of substitution in the premises.

_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatsoever.

Dated: _____

You have acquired an interest in the Dominion Resources Black Warrior Trust (the "Trust"), whose address is NationsBank of Texas, N.A., Trustee, 901 Main Street, 12th Floor, Dallas, Texas 75283-0308, attention: Dominion Resources Black Warrior Trust, Trust Administrator, and whose Taxpayer Identification Number is: _____.

The Internal Revenue Service has issued the Trust the following Tax Shelter Registration Number: _____.

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The Tax Shelter Registration Number must be reported to the Internal Revenue Service if any deduction, loss, credit or other tax benefit is claimed or any income is reported by reason of investment in the Trust. The Trust's name, Taxpayer Identification Number and Tax Shelter Registration Number must be reported on Form 8271.

FORM 8271 MUST BE ATTACHED TO ANY RETURN ON WHICH A DEDUCTION, LOSS, CREDIT OR OTHER TAX BENEFIT IS CLAIMED, OR ANY INCOME IS REPORTED RELATING TO INVESTMENT IN THE TRUST.

ISSUANCE OF THE TAX SHELTER REGISTRATION NUMBER DOES NOT INDICATE THAT THIS INVESTMENT OR THE CLAIMED TAX BENEFITS HAVE BEEN REVIEWED, EXAMINED OR APPROVED BY THE INTERNAL REVENUE SERVICE.

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FIRST AMENDMENT

OF

TRUST AGREEMENT

OF

DOMINION RESOURCES BLACK WARRIOR TRUST

This First Amendment, dated as of the 27th day of June, 1994, to the Trust Agreement (the "Agreement") of Dominion Resources Black Warrior Trust (the "Trust") effective as of the 31st day of May, 1994, by and among DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation with its principal office in Richmond, Virginia, as trustor, DOMINION RESOURCES, INC., a Virginia corporation with its principal office in Richmond, Virginia, not as trustor but as sponsor and to evidence its agreements contained in the Agreement and this First Amendment, MELLON BANK (DE) NATIONAL ASSOCIATION, a banking association organized under the laws of the United States of America with its principal office in the State of Delaware, and NATIONSBANK OF TEXAS, N.A., a banking association organized under the laws of the United States of America with its principal office in Dallas, Texas, as trustees, provides as follows:

1. Section 6.02(g) of the Agreement shall become Section 6.02(h) and the following shall be inserted as Section 6.02(g):

> (g) Dominion Resources shall indemnify and hold harmless the Trust from and against any and all Expenses which the Trust may suffer or incur or to which the Trust may become subject as a result of or arising out of any assertion or determination that the Conveyance is void or voidable because of any failure of the Trust or Trustees to qualify to do business in the State of Alabama, it being understood that, notwithstanding any other provision hereof to the contrary, for purposes of the foregoing indemnity Expenses shall include, without limitation, all amounts paid or payable under the Conveyance assuming its enforceability notwithstanding any assertion or determination to the contrary. Nothing in this Section 6.02(g) shall be deemed to impose on the Trustees any obligation to qualify either the Trust or themselves to do business in the State of Alabama.

2. The parties hereto acknowledge that this First Amendment is deemed effective as of the 27th day of June, 1994 and has been entered into and executed prior to the Closing, as defined in the Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to be executed by its duly authorized officer, as of the day and year first above written.

SPONSOR:

DOMINION RESOURCES, INC.

By: _____
Linwood R. Robertson
Vice President - Finance and Treasurer

TRUSTOR:
DOMINION BLACK WARRIOR BASIN, INC.

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

DELAWARE TRUSTEE:
MELLON BANK (DE) NATIONAL ASSOCIATION

By: _____
Sandy S. McKenna
Assistant Vice President

TRUSTEE:
NATIONSBANK OF TEXAS, N.A.

By: _____
Ron E. Hooper
Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to be executed by its duly authorized officer, as of the day and year first above written.

SPONSOR:

DOMINION RESOURCES, INC.

By:_____
Linwood R. Robertson
Vice President - Finance and Treasurer

TRUSTOR:
DOMINION BLACK WARRIOR BASIN, INC.

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

DELAWARE TRUSTEE:
MELLON BANK (DE) NATIONAL ASSOCIATION

By:_____
Sandy S. McKenna
Assistant Vice President

TRUSTEE:
NATIONSBANK OF TEXAS, N.A.

By:_____
Ron E. Hooper
Vice President

ACKNOWLEDGEMENT

STATE OF NEW YORK §
§
CITY OF NEW YORK §

On the 28th day of June, 1994, before me personally came Linwood R. Robertson, known to me to be Vice President - Finance and Treasurer of DOMINION RESOURCES, INC., the corporation that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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

Danelle Gager
Notary Public

My commission expires: June 15, 1995

ACKNOWLEDGEMENT

STATE OF NEW YORK §
§
CITY OF NEW YORK §

On the 28th day of June, 1994, before me personally came G. E. Lake, Jr., known to me to be Vice President of DOMINION BLACK WARRIOR BASIN, INC., the corporation that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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

Danelle Gager
Notary Public

My commission expires: June 15, 1995

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ACKNOWLEDGEMENT

STATE OF §
§
CITY OF §

On the 28th day of June, 1994, before me personally came Sandy S. McKenna, known to me to be Assistant Vice President of MELLON BANK (DE) NATIONAL ASSOCIATION, the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that she knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that she signed her name thereto by like order.

_____
Notary Public

My commission expires:_____

ACKNOWLEDGEMENT

STATE OF NEW YORK §
§
CITY OF NEW YORK §

On the 28th day of June, 1994, before me personally came Ron E. Hooper, known to me to be Vice President of NATIONSBANK OF TEXAS, N.A., the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that he signed his name thereto by like order.

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

Danelle Gager
Notary Public

My commission expires: June 15, 1995

EXHIBIT B

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA §
§
CITY OF PENNSYLVANIA §

On the 28th day of June, 1994, before me personally came Sandy S. McKenna, known to me to be Assistant Vice President of MELLON BANK (DE) NATIONAL ASSOCIATION, the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that she knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that she signed her name thereto by like order.

Irene Materna
Notary Public

My commission expires:

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

ACKNOWLEDGEMENT

STATE OF NEW YORK §
§
CITY OF NEW YORK §

On the 28th day of June, 1994, before me personally came Ron E. Hooper, known to me to be Vice President of NATIONSBANK OF TEXAS, N.A., the national banking association that executed the foregoing instrument, who, being duly sworn, acknowledged that he knows the seal of said association; that the seal affixed to said instrument is such seal; that it was so affixed by the order of the Board of Directors of said association; and that he signed his name thereto by like order.

_____
Notary Public

My commission expires:_____

EXHIBIT B

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.

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

OVERRIDING ROYALTY CONVEYANCE

DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation, ("Assignor"), 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 C

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.

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ARTICLE I

Definitions

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.

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"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.

"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.

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"Gross Proceeds" means the amounts actually received by the Company Interests Owner as revenues from the sale of Subject Gas (determined before calculating 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.

"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.

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"Proration Unit" means each parcel of land designated as [illegible] 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.

"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.

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"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 Time from the Effective Date subject to the qualifications set forth in Section 3.04(a).

"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.

EXHIBIT C

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Exhibit Exhibit C Part 1 Page 6 of 15

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ARTICLE II

Records and Reports

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.

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ARTICLE III

Payment and Determination of Royalty Interests

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.

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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 refund any 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

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:

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(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

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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ARTICLE IV

Marketing of Subject Gas

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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.

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ARTICLE V

Non-Liability of Royalty Owner

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).

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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

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.

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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

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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EXHIBIT C

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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 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.

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ARTICLE VIII

Government Regulation

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.

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(b) If at any time the Royalty Owner is (i) made a party in any judicial or administrative proceeding seeking the cancellation or forfeiture of any Lease or any portion thereof 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

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 part thereof, however accomplished, 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

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Exhibit Exhibit C Part 2 Page 5 of 15

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.

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

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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Either party or the successors or assignees of the interests, rights or obligations of either party hereunder may change its address or designate a new address 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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EXHIBIT C

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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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Tuscaloosa County, Alabama

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

EXHIBIT C

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

By: _____
Sandy S. McKenna
Assistant Vice President

EXAMINED AND APPROVED AS TO FORM
93
Legal Division

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Tuscaloosa County, Alabama

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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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EXHIBIT C

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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Tuscaloosa County, Alabama

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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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Tuscaloosa County, Alabama

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EXHIBIT C

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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DONINION RESOURCES

SCHEDULE A
Part I

THE UNDERLYING PROPERTIES

NUM	WELL NAME & #	PERMIT NUMBER	PRORATION UNIT	DESCRIPTION SEC-TWN-RN	TOTAL WI %	TOTAL NRI %	TOTAL ORRI %	TOTAL RI %	APO COMPANY INTEREST	PAYOUT DATE	THE ROYALTY INTERESTS BPO	THE ROYALTY INTERESTS APO
1	ALCUS 12-4-1	5820-C	NW/4NW/4	12-20S-9W	100.0000%	78.0000%	6.3750%	84.3750%			54.8438%	54.8438%
2	ALCUS 12-5-2	8844-C	SW/4NW/4 NW/4SW/4	12-20S-9W	100.0000%	78.0000%	5.3750%	83.3750%			54.1938%	54.1938%
3	AL. BASIC 23-10-4	9038-C	W/2SE/4	23-19S-9W	78.1250%	68.3594%	0.0000%	68.3594%			44.4336%	44.4336%
4	AL. BASIC 23-14-5	9039-C	SE/4SW/4	23-19S-9W	78.1250%	68.3594%	0.0000%	68.3594%			44.4336%	44.4336%
5	AL. BASIC 23-16-6	9017-C	E/2SE/4	23-19S-9W	78.1250%	68.3594%	0.0000%	68.3594%			44.4336%	44.4336%
6	AL. BASIC 26-1-7	9040-C	N/2NE/4	26-19S-9W	78.1250%	68.3594%	0.0000%	68.3594%			44.4336%	44.4336%
7	AL. BASIC 27-16-8	9375-C	SE/4SE/4 NE/4NE/4	27-19S-9W) 34-19S-9W)	78.1250%	66.5039%	2.2500%	68.7539%			44.4336%	44.4336%
8	AL. BASIC 34-3-14	9188-C	NE/4NW/4 NW/4NE/4	34-19S-9W	100.0000%	85.1250%	2.2500%	87.3750%			44.6900%	44.6900%
9	AL. BASIC 36-13-10	7475-C	SW/4SW/4	36-19S-9W	78.1250%	60.9375%	9.0000%	69.9375%			56.7938%	56.7938%
10	AL. BASIC 36-14-11	7394-C	SE/4SW/4 SW/4SE/4	36-19S-9W	78.1250%	60.9375%	9.0000%	69.9375%			45.4594%	45.4594%
11	AL. BASIC 36-16-12	7395-C	SE/4SE/4	36-19S-92	78.1250%	60.9375%	9.0000%	69.9375%			45.4594%	45.4594%
12	AL. BASIC 36-2-2	5399-C	NW/4NE/4	36-19S-9W	78.1250%	60.9375%	9.0000%	69.9375%			45.4594%	45.4594%
13	AL. BASIC 36-4-1	5398-C	NW/4NW/4	36-19S-9W	78.1250%	60.9375%	9.0000%	69.9375%			45.4594%	45.4594%
14	AL. BASIC 36-5-9	7577-C	S/2NW/4	36-19S-9W	78.1250%	60.9375%	6.6875%	67.6250%			45.4594%	45.4594%
15	AL. BASIC 36-9-3	5433-C	NE/4SE/4	36-19S-9W	78.1250%	60.9375%	9.0000%	69.9375%			43.9563%	43.9563%
16	BAUGHMAN 18-3-2	8121-C	N/2NW/4	18-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			45.4594%	45.4594%
17	BAUGHMAN 18-6-3	8294-C	S/2NW/4	18-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
18	BAUGHMAN 18-7-4	8352-C	W/2NE/4	18-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
19	BEAN 14-15-1	8561-C	E/2SE/4SW/4 SW/4SE/4	14-20S-9W	100.0000%	84.3333%	1.4583%	85.7917%			56.8750%	56.8750%
20	BIGHAM 4-13-1	9741-C	S/2SW/4	4-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			55.7646%	55.7646%
21	CANTLEY 17-7-2	7926-C	SE/4NW/4 NE/4SW/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
22	CARNLEY 18-12-4	8120-C	W/2SW/4	18-19S-8W	100.0000%	87.5000%	7.4312%	94.9312%			56.8750%	56.8750%
23	CARNLEY 18-14-5	8402-C	E/2SW/4	18-19S-8W	100.0000%	87.5000%	7.4312%	94.9312%			61.7053%	61.7053%
24	CARNLEY 18-5-3	7927-C	W/2NW/4	18-19S-8W	100.0000%	87.5000%	7.4312%	94.9312%			61.7053%	61.7053%
25	CASSIDY 19-10-77	5983-C	NW/4SE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	61.7053%	61.7053%
26	CASSIDY 19-11-97	5987-C	N/2SW/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
27	CASSIDY 19-13-78	5984-C	S/2SW/4	19-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	81.2500%	01/94	52.0000%	48.7500%
28	CASSIDY 19-15-79	5985-C	SW/4SE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	54.4375%	52.8125%
29	CASSIDY 19-16-80	5986-C	SE/4SE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
30	CASSIDY 19-1-72	5981-C	NE/4NE/4 N/2SE/4NE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
31	CASSIDY 19-2-73	6041-C	NW/4NE/4 E/2NE/4NW/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
32	CASSIDY 19-3-74	6010-C	NW/4NW/4 W/2NE/4NW/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
33	CASSIDY 19-6-96	6005-C	S/2NW/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
34	CASSIDY 19-7-75	6011-C	SW/4NE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
35	CASSIDY 19-9-76	5982-C	NE/4SE/4 S/2SE/4NE/4	19-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
36	CASSIDY 20-10-86	6001-C	NE/4SW/4 NW/4SE/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
37	CASSIDY 20-12-87	6002-C	W/2SW/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
38	CASSIDY 20-14-88	6003-C	SE/4SW/4 SW/4SE/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
39	CASSIDY 20-16-89	6004-C	E/2SE/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
40	CASSIDY 20-3-81	5998-C	NE/4NW/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
41	CASSIDY 20-5-82	6012-C	W/2NW/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
42	CASSIDY 20-6-83	5999-C	SE/4NW/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
43	CASSIDY 20-7-84	6000-C	W/2NE/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
44	CASSIDY 20-8-85	6013-C	E/2NE/4	20-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
45	CASSIDY 21-10-105	6085-C	NW/4SE/4 S/2SW/4NE/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
46	CASSIDY 21-11-106	6177-C	N/2SW/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
47	CASSIDY 21-14-118	6178-C	S/2SW/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
48	CASSIDY 21-2-102	6084-C	NW/4NE/4 N/2SW/4NE/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
49	CASSIDY 21-3-116	6089-C	NE/4NW/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
50	CASSIDY 21-4-117	6135-C	NW/4NW/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%

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51	CASSIDY 21-6-103	6175-C	S/2NW/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
52	CASSIDY 21-8-104	6176-C	E/2NE/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
53	CASSIDY 22-13-112	6088-C	SW/4SW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
54	CASSIDY 22-14-113	6106-C	SE/4SW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
55	CASSIDY 22-1-107	6852-C	NE/4NE/4 E/2NW/4NE/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
56	CASSIDY 22-3-108	6086-C	NE/4NW/4 W/2NW/4NE/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
57	CASSIDY 22-6-110	6105-C	SE/4NW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
58	CASSIDY 22-7-111	6087-C	S/2NE/4	22-18S-8W	100.0000%	80.0791%	0.0000%	80.0791%	75.0000%	01/94	52.0514%	48.7500%
59	CASSIDY 25-10-1	5610-C	NW/4SE/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
60	CASSIDY 25-12-14	5742-C	W/2SW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
61	CASSIDY 25-14-21	5636-C	SE/4SW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
62	CASSIDY 25-15-20	5585-C	SW/4SE/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
63	CASSIDY 25-16-1	5492-C	E/2SE/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
64	CASSIDY 25-3-11	5502-C	NE/4NW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
65	CASSIDY 25-4-66	5888-C	NW/4NW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
66	CASSIDY 25-5-67	5889-C	SW/4NW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
67	CASSIDY 25-6-13	5507-C	SE/4NW/4	25-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
68	CASSIDY 26-10-123	6227-C	NW/4SE/4 SW/4NE/4	26-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
69	CASSIDY 26-8-122	6364-C	SE/4NE/4 NE/4SE/4	26-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
70	CASSIDY 28-1-114	6292-C	NE/4NE/4 E/2NW/4NE/4	28-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
71	CASSIDY 28-7-115	6273-C	SW/4NE/4	28-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
72	CASSIDY 28-8-131	9820-C	SE/4NE/4	28-18S-8W	100.0000%	80.0106%	0.0000%	80.0106%	75.0000%	01/94	52.0069%	48.7500%
73	CASSIDY 29-10-99	9669-C	W/2SE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
74	CASSIDY 29-1-95	5954-C	NE/4NE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
75	CASSIDY 29-2-98	5955-C	NW/4NE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
76	CASSIDY 29-3-90	5951-C	NE/4NW/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
77	CASSIDY 29-4-91	5952-C	NW/4NW/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
78	CASSIDY 29-5-92	5953-C	SW/4NW/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
79	CASSIDY 29-6-93	6042-C	SE/4NW/4 W/2SW/4NE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
80	CASSIDY 29-9-94	6144-C	SW/4NE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
81	CASSIDY 30-12-15	5743-C	NW/4SW/4 SW/4NW/4	30-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	09/94	54.4375%	48.7500%
82	CASSIDY 30-13-1	5491-C	SW/4SW/4	30-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
83	CASSIDY 30-14-1	5496-C	SE/4SW/4	30-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
84	CASSIDY 30-15-12	5518-C	S/2SE/4	30-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
85	CASSIDY 30-2-119	6198-C	N/2NE/4	30-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
86	CASSIDY 30-4-120	6233-C	N/2NW/4	30-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	01/94	54.4375%	48.7500%
87	CASSIDY 30-8-121	6234-C	S/2NE/4	30-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	01/94	54.4375%	48.7500%
88	CASSIDY 31-10-124	6190-C	NW/4SE/4 E/2NE/4SW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
89	CASSIDY 31-12-125	6189-C	NW/4SW/4 W/2NE/4SW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
90	CASSIDY 31-14-65	5887-C	SE/4SW/4 SW/4SE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
91	CASSIDY 31-16-69	5891-C	E/2SE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
92	CASSIDY 31-1-17	5554-C	NE/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
93	CASSIDY 31-2-10	5555-C	NW/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
94	CASSIDY 31-3-16	5556-C	NE/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
95	CASSIDY 31-4-1	5490-C	NW/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
96	CASSIDY 31-5-1A	5601-C	SW/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
97	CASSIDY 31-6-18	5508-C	SE/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
98	CASSIDY 31-8-70	5894-C	S/2NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
99	CASSIDY 32-10-45	5696-C	NW/4SE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
100	CASSIDY 32-11-35	5680-C	NE/4SW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
101	CASSIDY 32-12-62	5753-C	NW/4SW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
102	CASSIDY 32-13-46	5697-C	SW/4SW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
103	CASSIDY 32-14-36	5708-C	SE/4SW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
104	CASSIDY 32-15-38	5703-C	S/2SE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
105	CASSIDY 32-1-101	9670-C	NE/4NE/4 SE/4SE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
106	CASSIDY 32-2-41	5682-C	NW/4NE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
107	CASSIDY 32-4-33	5649-C	NW/4NW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
108	CASSIDY 32-6-40	5812-C	S/2NW/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
109	CASSIDY 32-7-39	5783-C	SW/4NE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
110	CASSIDY 32-8-34	5782-C	SE/4NE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%

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111	CASSIDY 32-9-37	5681-C	NE/4SE/4	32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
112	CASSIDY 36-10-28	5643-C	NW/4SE/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
113	CASSIDY 36-11-27	5642-C	NE/4SW/4 SE/4NW/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
114	CASSIDY 36-12-26	5641-C	NW/4SW/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
115	CASSIDY 36-13-29	5644-C	SW/4SW/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
116	CASSIDY 36-14-30	5645-C	SE/4SW/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
117	CASSIDY 36-15-31	5646-C	SW/4SE/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
118	CASSIDY 36-16-3	6248-C	SE/4SE/4 SW/4SW/4	36-18S-9W 31-18S-8W	100.0000%	80.0234%	0.0000%	80.0234%	75.1200%	09/94	52.0152%	48.8280%
119	CASSIDY 36-1-19	5509-C	NE/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
120	CASSIDY 36-2-1	5493-C	NW/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
121	CASSIDY 36-3-23	5638-C	NE/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
122	CASSIDY 36-4-22	5637-C	NW/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
123	CASSIDY 36-5-24	5639-C	SW/4NW/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
124	CASSIDY 36-7-25	5640-C	SW/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
125	CASSIDY 36-8-4	5557-C	SE/4NE/4	31-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
126	CASSIDY 36-9-71	5922-C	NE/4SE/4	36-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
127	CASSIDY 5-11-56	5800-C	NE/4SW/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
128	CASSIDY 5-13-48	5799-C	S/2SW/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
129	CASSIDY 5-14-57	5815-C	SE/4SW/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
130	CASSIDY 5-2-126	6253-C	SE/4NW/4 NW/4NE/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95.	52.0000%	48.7500%
131	CASSIDY 5-4-49	5709-C	NW/4NW/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
132	CASSIDY 5-5-50	5814-C	SW/4NW/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
133	CASSIDY 5-6-61	5752-C	SE/4NW4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
134	CASSIDY 6-10-52	7227-C	NW/4SE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
135	CASSIDY 6-11-54	7229-C	NE/4SW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
136	CASSIDY 6-13-51	7624-C	S/2NW/4SW/4 SW/4SW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
137	CASSIDY 6-14-55	7361-C	SE/4SW/4 SW/4SE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
138	CASSIDY 6-16-68	5890-C	SE/4SE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
139	CASSIDY 6-2-64	5859-C	NW/4NE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
140	CASSIDY 6-3-44	5702-C	NE/4NW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
141	CASSIDY 6-4-42	5671-C	NW/4NW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
142	CASSIDY 6-5-43	6252-C	SW/4NW/4 N/2NW/4SW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
143	CASSIDY 6-6-53	7228-C	SE/4NW/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
144	CASSIDY 6-7-129	7311-C	S/2NE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
145	CASSIDY 6-9-47	5813-C	NE/4SE/4	6-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
146	CASSIDY 8-12-58	5801-C	NW/4SW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
147	CASSIDY 8-13-59	5861-C	SW/4SW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
148	CASSIDY 8-4-63	5860-C	NW/4NW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
149	CASSIDY 8-5-60	5802-C	SW/4NW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
150	CHEVRON 23-16-18	8250-C	S/2SE/4	23-18S-9W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
151	CHEVRON 24-16-16	8682-C	S/2SE/4	24-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
152	CHEVRON 25-11-3	5599-C	NE/4SW/4	25-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%.
153	CHEVRON 25-2-1	5650-C	N/2NE/4	25-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
154	CHEVRON 25-8-2	5651-C	S/2NE/4	25-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
155	CHEVRON 26-5-9	7049-C	W/2NW/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
156	CHEVRON 27-1-10	7050-C	E/2NE/4	27-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
157	CHEVRON 30-10-8	6245-C	NE/4SW/4 NW/4SE/4	30-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
158	CHRISTIAN 12-5-2	7265-C	W/2NW/4	12-19S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
159	CLEMENTS 34-11-1	7230-C	NE/4SW/4 NW/4SE/4	34-18S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
160	CLEMENTS 34-15-1	7476-C	SW/4SE/4	34-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
161	CLEMENTS 34-16-2	7231-C	SE/4SE/4	34-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
162	COLBURN 15-15-2	7385-C	S/2SE/4	15-20S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
163	COLBURN 15-9-1	7379-C	N/2SE/4	15-20S-9W	100.0000%	82.7500%	4.7500%	87.5000%			56.8750%	56.8750%
164	CUNNINGHAM 10-1-1	6249-C	NE/4NE/4	10-20S-9W	100.0000%	83.2001%	4.2999%	87.5000%			56.8750%	56.8750%
165	CUNNINGHAM 10-2-2	6293-C	NE/4NW/4 NW/4NE/4	10-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
166	CUNNINGHAM 28-15-3	8767-C	SW/4SE/4 SE/4SW/4	28-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
167	CUNNINGHAM 34-8-2	7625-C	SE/4NE/4	34-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
168	CUNNINGHAM 35-12-1	7820-C	W/2SW/4	35-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
169	DAVANT 1-12-10	6807-C	NW/4SW/4	1-19S-9W	78.1250%	65.2344%	4.0000%	69.2344%			45.0023%	45.0023%
170	DAVANT 1-13-11	7312-C	S/2SW/4	1-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
					100.0000%	80.7500%	3.6250%	84.3750%			54.8438%	54.8438%

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EXHIBIT C

171 DAVANI 21-16-16	8891-C	S/2SE/4	21-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
172 DAVANI 23-13-8	6130-C	W/2SW/4	23-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
173 DAVANI 23-2-9	6120-C	W/2NE/4	23-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
174 DAVANI 23-7-7	6119-C	SW/4NE/4 E/2SE/4NW/4	23-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
175 DAVANI 3-1-12	7953-C	E/2NE/4	3-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
176 DAVANI 3-2-13	8571-C	NE/4NW/4 NW/4NE/4	3-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
177 DAVANI 7-11-4	5826-C	NE/4SW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
178 DAVANI 7-12-5	5858-C	NW/4SW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
179 DAVANI 7-13-6	5825-C	SW/4SW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
180 DAVANI 7-14-1	5656-C	SE/4SW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
181 DAVANI 7-4-2	5844-C	NW/4NW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
182 DAVANI 7-5-3	5832-C	SW/4NW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
183 DAVIS 24-10-4	8855-C	NW/4SE/4 NE/4SW/4	24-18S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
184 DAVIS 24-7-1	8170-C	SE/4NW/4 SW/4NE/4	24-18S-9W	100.0000%	87.3047%	0.0000%	87.3047%		56.7480%	56.7480%
185 DAVIS 24-8-2	8251-C	SE/4NE/4	24-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
186 DAVIS 24-9-3	8252-C	E/2SE/4	24-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
187 DEAL 27-4-1	7949-C	NW/4NW/4	27-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
188 DEAL 27-5-2	9821-C	SW/4NW/4	27-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
189 DRUMMOND 6-1-1	6449-C	NE/4NE/4	6-19S-8W	100.0000%	85.9500%	0.0000%	85.9500%		55.8675%	55.8675%
190 EARNEST 15-10-2	6763-C	N/2SE/4	15-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000% 02/95	52.0000%	48.7500%
191 EARNEST 15-15-5	6764-C	SE/4SW/4 SW/4SE/4	15-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
192 EARNEST 15-16-4	6867-C	SE/4SE/4	15-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
193 EARNEST 24-13-1	8681-C	W/2SW/4	24-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
194 F A BANK 12-1-4	6758-C	E/2NE/4	12-19S-9W	100.0000%	87.1094%	0.0000%	87.1094%		56.6211%	56.6211%
195 F A BANK 25-10-17	7095-C	NW/4SE/4	25-19S-9W	100.0000%	84.5000%	7.9541%	92.4541%		60.0952%	60.0952%
196 F A BANK 25-11-2	5404-C	NE/4SW/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
197 F A BANK 25-12-20	7576-C	SW/4NW/4 NW/4SW/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8998%	51.8998%
198 F A BANK 25-14-1	5397-C	SW/4SW/4 W/2SE/4SW/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
199 F A BANK 25-15-3A	5416-C	SW/4SE/4 E/2SE/4SW/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
200 F A BANK 25-1-13	7793-C	E/2NE/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
201 F A BANK 25-2-14	7094-C	NW/4NE/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
202 F A BANK 25-4-19	7397-C	N/2NW/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
203 F A BANK 25-7-15	7096-C	SE/4NW/4 SW/4NE/4	25-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
204 F A BANK 26-16-18	7396-C	SE/4SE/4	26-19S-9W	78.1250%	65.2344%	11.4312%	76.6656%		49.8326%	49.8326%
205 F A BANK 34-13-21	7266-C	S/2SW/4	34-19S-9W	100.0000%	83.5000%	11.4312%	94.9312%		61.7053%	61.7053%
206 F A BANK 34-1-6	6969-C	NE/4NE/4	34-18S-9W	100.0000%	87.5000%	9.9083%	97.4083%		63.3154%	63.3154%
207 F A BANK 35-2-8	6759-C	W/2NE/4	35-18S-9W	100.0000%	87.5000%	9.9083%	97.4083%		63.3154%	63.3154%
208 F A BANK 35-3-9	6760-C	N/2NW/4	35-18S-9W	100.0000%	87.5000%	9.9083%	97.4083%		63.3154%	63.3154%
209 F A BANK 35-5-10	6871-C	SW/4NW/4	35-18S-9W	100.0000%	87.5000%	9.9083%	97.4083%		63.3154%	63.3154%
210 FAB 10-15-24	7957-C	SW/4SE/4	10-19S-9W	100.0000%	84.5000%	10.4312%	94.9312%		61.7053%	61.7053%
211 FAB 10-16-25A	8313-C	SE/4SE/4	10-19S-9W	100.0000%	84.5000%	10.4312%	94.9312%		61.7053%	61.7053%
212 FAB 10-9-23	7955-C	N/2SE/4	10-19S-9W	100.0000%	84.5000%	10.4312%	94.9312%		61.7053%	61.7053%
213 FAB 12-2-5	8890-C	NE/4NW/4 NW/4NE/4	12-19S-9W	100.0000%	84.5000%	7.9541%	92.4541%		60.0952%	60.0952%
214 FAB 25-16-22	9298-C	E/2SE/4	26-19S-9W	78.1250%	60.9375%	18.9083%	79.8458%		51.8997%	51.8997%
215 FAB 27-16-28	9873-C	SE/4SE/4	27-20S-9W	100.0000%	84.5000%	10.4312%	94.9312%		61.7053%	61.7053%
216 FAB 27-9-27	9872-C	NE/4SE/4	27-20S-9W	100.0000%	84.5000%	10.4312%	94.9312%		61.7053%	61.7053%
217 FAB 34-12-7	8314-C	NW/4SW/4	34-18S-9W	100.0000%	87.5000%	9.9083%	97.4083%		63.3154%	63.3154%
218 FEDERAL 8-16-12	9668-C	S/2SE/4SE/4 NE/4NE/4	8-18S-8W) 17-18S-8W)	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
219 FEDERAL 8-9-10	9667-C	N/2SE/4SE/4 NE/4SE/4	8-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
220 FEDERAL 9-12-7	9333-C	N/2SW/4	9-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
221 FEDERAL 9-14-8	9332-C	S/2SW/4	9-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
222 FEDERAL 9-4-5	9331-C	W/2NW/4	9-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
223 FGLI 26-2-1	7292-C	N/2NE/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
224 FGLI 26-6-3	7374-C	E/2NW/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%		56.8750%	56.8750%
225 FNB 1-3-1	5943-C	N/2NW/4	1-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%		56.8750%	56.8750%
226 FRIEDMAN 10-10-28	6193-C	N/2SE/4	10-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%		53.5438%	53.5438%
227 FRIEDMAN 10-15-29	6191-C	S/2SE/4	10-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%		53.5438%	53.5438%
228 FRIEDMAN 11-10-8	5816-C	SW/4NE/4 NW/4SE/4	11-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%		53.5438%	53.5438%
229 FRIEDMAN 11-11-17	5900-C	E/2SW/4	11-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%		53.5438%	53.5438%
230 FRIEDMAN 11-13-18	5905-C	W/2SW/4	11-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%		53.5438%	53.5438%

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PART I

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EXHIBIT C

231	FRIEDMAN 12-1-9	5822-C	NE/4NE/4	12-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
232	FRIEDMAN 12-2-50	8302-C	W/2NE/4	12-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
233	FRIEDMAN 12-8-10	5823-C	SE/4NE/4	12-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
234	FRIEDMAN 13-13-3	5597-C	SW/4SW/4	13-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
235	FRIEDMAN 14-12-34	6688-C	N/2SW/4	14-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
236	FRIEDMAN 14-13-35	8562-C	SW/4SW/4 W/2SE/4SW/4	14-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
237	FRIEDMAN 14-6-33	6687-C	S/2NW/4	14-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
238	FRIEDMAN 18-15-4	6052-C	SW/4SE/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
239	FRIEDMAN 18-2-5	5745-C	NW/4NE/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
240	FRIEDMAN 18-3-31	5915-C	NE/4NW/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
241	FRIEDMAN 18-7-30	5908-C	SW/4NE/4 NW/4SE/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
242	FRIEDMAN 18-8-2	5619-C	SE/4NE/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
243	FRIEDMAN 18-9-1	5473-C	E/2SE/4	18-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
244	FRIEDMAN 22-12-53	8382-C	W/2SW/4	22-19S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
245	FRIEDMAN 22-14-38	6690-C	S/2SW/4	22-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
246	FRIEDMAN 22-15-39	6118-C	SW/4SE/4	22-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
247	FRIEDMAN 22-15-56	7869-C	W/2SE/4	22-19S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
248	FRIEDMAN 22-16-55	7870-C	E/2SE/4	22-19S-9W	100.0000%	80.7500%	4.1875%	84.9375%			55.2094%	55.2094%
249	FRIEDMAN 22-4-52	7979-C	N/2NW/4	22-19S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
250	INTENTIONALLY OMITTED											
251	FRIEDMAN 23-4-41	6122-C	N/2NW/4	23-20S-9W	100.0000%	80.7500%	4.1875%	84.9375%			55.2094%	55.2094%
252	FRIEDMAN 23-5-40	6121-C	SW/4NW/4 W/2SE/4NW/4	23-20S-9W	100.0000%	75.3333%	8.7500%	84.0833%			54.6542%	54.6542%
253	FRIEDMAN 2-12-21	5903-C	W/2SW/4	2-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
254	FRIEDMAN 2-14-22	5904-C	E/2SW/4	2-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
255	FRIEDMAN 2-1-15	5831-C	NE/4NE/4 N/2SE/4NE/4	2-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
256	FRIEDMAN 2-5-42	6365-C	W/2NW/4	2-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
257	FRIEDMAN 2-9-16	5830-C	S/2SE/4NE/4 NE/4SE/4	2-20S-9W	100.0000%	81.6667%	4.1250%	85.7917%			55.7646%	55.7646%
258	FRIEDMAN 30-12-47	7314-C	NW/4SW/4	30-19S-9W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
259	FRIEDMAN 30-13-48	7593-C	SW/4SW/4	30-19S-8W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
260	FRIEDMAN 30-4-45	7349-C	NW/4NW/4	30-19S-8W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
261	FRIEDMAN 30-5-46	7962-C	SW/4NW/4	30-19S-8W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
262	FRIEDMAN 31-12-49	7423-C	W/2SW/4	31-19S-8W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
263	FRIEDMAN 34-10-57	7626-C	NW/4SE/4	34-19S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
264	FRIEDMAN 34-15-58	7871-C	N/2SW/4	36-19S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
265	FRIEDMAN 36-11-56	7474-C	NW/4SE/4	36-19S-9W	78.1250%	60.9375%	6.6875%	67.6250%			43.9563%	43.9563%
266	FRIEDMAN 36-1-43	7293-C	NE/4NE/4	36-19S-9W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
267	FRIEDMAN 36-3-1	5284-C	NE/4NW/4	36-19S-9W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
268	FRIEDMAN 36-7-44	7313-C	SW/4NE/4 NW/4SE/4	36-19S-9W	78.1250%	60.9375%	6.6875%	67.6250%			43.9563%	43.9563%
269	FRIEDMAN 36-8-2	5417-C	SE/4NE/4	36-19S-9W	78.1250%	60.9375%	4.3750%	65.3125%			42.4531%	42.4531%
270	FRIEDMAN 3-15-26	6224-C	S/2SE/4	3-20S-9W	100.0000%	78.0000%	3.8125%	81.8125%			53.1781%	53.1781%
271	FRIEDMAN 3-6-23	6223-C	SE/4NW/4 NE/4SW/4	3-20S-9W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
272	FRIEDMAN 4-8-59	8614-C	E/2NE/4	4-20S-9W	100.0000%	80.7500%	4.1875%	84.9375%			55.2094%	55.2094%
273	FRIEDMAN 6-12-13	5841-C	NW/4SW/4	6-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
274	FRIEDMAN 6-13-14	5842-C	SW/4SW/4	6-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
275	FRIEDMAN 6-4-11	5843-C	NW/4NW/4	6-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
276	FRIEDMAN 6-5-12	5840-C	SW/4NW/4	6-20S-8W	100.0000%	78.0000%	4.3750%	82.3750%			53.5438%	53.5438%
277	FRIEDMAN-ROSE 2-15-1	9263-C	W/2SE/4	2-20S-9W	100.0000%	86.8333%	0.6667%	87.5000%			56.8750%	56.8750%
278	FRIEDMAN-ROSE 2-16-3	9265-C	SE/4SE/4	2-20S-9W	100.0000%	86.8333%	0.6667%	87.5000%			56.8750%	56.8750%
279	FRIEDMAN-ROSE 2-7-2	9264-C	W/2NE/4	2-20S-9W	100.0000%	82.4167%	2.5208%	84.9375%			55.2094%	55.2094%
280	GILBERT 15-12-2	6904-C	NW/4SW/4 NE/4SE/4	15-18S-8W) 16-18S-8W)	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	09/94	54.4375%	48.7500%
281	GILBERT 15-5-1	7160-C	W/2NW/4	15-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	09/94	54.4375%	48.7500%
282	GILBERT 15-6-3	9890-C	SE/4NW/4 NE/4SW/4	15-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
283	HALLMAN 17-2-2	7925-C	NE/4NW/4 NW/4NE/4	15-18S-8W 17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
284	HALLMAN 34-8-1	6762-C	SE/4NE/4 NE/4SE/4	34-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
285	HALLMAN 8-14-1	8169-C	SE/4SW/4	8-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
286	HAYES 18-13-3	8295-C	W/2SW/4	18-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
287	HAYES 18-14-4	7978-C	E/2SW/4	18-8S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
288	HAYES 7-16-2	7977-C	S/2SE/4	7-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
289	HINDS 12-11-3	7901-C	NE/4SW/4	12-19S-9W	100.0000%	84.8333%	2.6667%	87.5000%			56.8750%	56.8750%
290	HINDS 12-6-1	7159-C	SE/4NW/4	12-19S-9W	100.0000%	84.8333%	2.6667%	87.5000%			56.8750%	56.8750%

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291 HINDS 12-7-2	6851-C	SW/4NE/4 NW/4SE/4	12-19S-9W	100.0000%	84.7333%	2.7667%	87.5000%	56.8750%	56.8750%
292 HINDS 14-5-4	7816-C	SW/4NW/4	14-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
293 HINDS 14-6-5	7742-C	SE/4NW/4	14-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
294 HOBSON 22-9-1	6115-C	E/2SE/4	22-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
295 HOLMAN 10-11-1	6543-C	N/2SW/4	10-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
296 HOLMAN 13-11-20	8798-C	SE/4NW/4 NE/4SW/4	13-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
297 HOLMAN 13-14-21	8172-C	S/2SW/4	13-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
298 HOLMAN 13-15-22	8296-C	W/2SE/4	13-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
299 HOLMAN 13-7-19	8478-C	W/2NE/4	13-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
300 HOLMAN 14-3-2	7815-C	NE/4NW/4	14-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
301 HOLMAN 14-4-1	7814-C	NW/4NW/4	14-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
302 HOLMAN 15-1-28	9693-C	N/2NE/4	15-18S-8W	100.0000%	83.5938%	0.0000%	83.5938%	56.8750%	56.8750%
303 HOLMAN 15-8-25	9334-C	S/2NE/4	15-18S-8W	100.0000%	83.5938%	0.0000%	83.5938%	54.3359%	54.3359%
304 HOLMAN 17-11-31	9726-C	SW/4NW/4 NW/4SW/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	54.3359%	54.3359%
305 HOLMAN 17-12-15	7477-C	S/2NE/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
306 HOLMAN 17-13-16	7478-C	S/2SW/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
307 HOLMAN 18-3-2	8381-C	E/2NW/4	24-18S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
308 HOLMAN 24-1-26	8148-C	N/2NW/4	18-19S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
309 HOLMAN 24-3-27	8572-C	N/2NW/4	24-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
310 HOLMAN 26-4-23	8158-C	NW/4NW/4	26-19S-9W	78.1250%	65.2344%	4.0000%	69.2344%	56.8750%	56.8750%
311 HOLMAN 26-5-29	7961-C	SW/4NW/4	26-19S-9W	78.1250%	65.2344%	4.0000%	69.2344%	45.0023%	45.0023%
312 HOLMAN 26-6-24	7524-C	E/2NW/4	26-19S-9W	78.1250%	65.2344%	4.0000%	69.2344%	45.0023%	45.0023%
313 HOLMAN 34-6-3	7952-C	S/2NW/4	34-18S-9W	100.0000%	87.5000%	4.9541%	92.4541%	45.0023%	45.0023%
314 HOLMAN 35-12-4	6870-C	NW/4SW/4	35-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	60.0952%	60.0952%
315 HOWELL 12-14-2	7705-C	SE/4SW/4	12-19S-9W	100.0000%	83.9444%	3.5556%	87.5000%	56.8750%	56.8750%
316 HOWELL 12-15-3	7706-C	SW/4SE/4	12-19S-9W	100.0000%	83.9444%	3.5556%	87.5000%	56.8750%	56.8750%
317 HOWELL 12-9-1	7704-C	E/2SE/4	12-19S-9W	100.0000%	83.9444%	3.5556%	87.5000%	56.8750%	56.8750%
318 MAYFIELD 12-10-5	9781-C	W/2SE/4	1-19S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
319 MAYFIELD 12-9-2	5821-C	E/2SE/4	12/20S/9W	100.0000%	78.0000%	5.8750%	83.8750%	56.8750%	56.8750%
320 MAYFIELD 14-1-1	5679-C	E/2NE/4	14-20S-9W	100.0000%	78.0000%	5.8750%	83.8750%	54.5188%	54.5188%
321 MAYFIELD 1-3-3	6806-C	E/2NW/4	1-19S-9W	100.0000%	87.5000%	0.0000%	87.5000%	54.5188%	54.5188%
322 MAYFIELD 1-7-4	6761-C	W/2NE/4	1-19S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
323 MAYFIELD 8-3-1	5926-C	NE/4NW/4	8-19S-8W	100.0000%	80.7500%	4.9375%	85.6875%	56.8750%	56.8750%
324 MCDANIEL 18-4-1	5600-C	NW/4NW/4	18-20S-8W	100.0000%	78.0000%	9.0000%	87.0000%	55.6969%	55.6969%
325 MCDANIEL 18-5-2	5588-C	SW/4NW/4	18-20S-8W	100.0000%	78.0000%	9.0000%	87.0000%	56.5500%	56.5500%
326 MCDANIEL 18-6-3	5590-C	SE/4NW/4	18-20S-8W	100.0000%	78.0000%	9.0000%	87.0000%	56.5500%	56.5500%
327 MCGUIRE 26-12-6	7283-C	N/2SW/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.5500%	56.5500%
328 MCGUIRE 26-13-3	6730-C	S/2SW/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
329 MCGUIRE 26-16-1	6222-C	S/2SE/4	26-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
330 MCGUIRE 27-9-4	6731-C	E/2SE/4	27-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
331 MCGUIRE 34-9-5	8301-C	E/2SE/4	34-19S-9W	100.0000%	86.5000%	1.0000%	87.5000%	56.8750%	56.8750%
332 MILLS 22-14-1	9162-C	E/2SW/4	22-19S-9W	100.0000%	85.5000%	2.0000%	87.5000%	56.8750%	56.8750%
333 MOODY 22-6-1	7868-C	S/2NW/4	22-19S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
334 MOORE 13-1-1	8679-C	E/2NE/4	13-18S-9W	100.0000%	87.4956%	0.0000%	87.4956%	56.8721%	56.8721%
335 MOORE 13-9-2	8680-C	E/2SE/4	13-18S-9W	100.0000%	87.4956%	0.0000%	87.4956%	56.8721%	56.8721%
336 NAUGHER 34-7-1	7163-C	W/2NE/4	34-18S-9W	100.0000%	87.5000%	4.9541%	92.4541%	60.0952%	60.0952%
337 PAYNE 17-15-1	7479-C	SW/4SE/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
338 PETTUS 8-5-3	9725-C	W/2NW/4	8-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
339 PETTUS 8-6-2	9871-C	E/2NW/4	8-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
340 PRICE 1-1-1	6576-C	E/2NE/4	1-19S-9W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
341 RICE 2-6-1	6192-C	E/2NW/4	2-20S-9W	100.0000%	78.0000%	6.6875%	84.6875%	55.0469%	55.0469%
342 SEALY 18-1-1	8765-C	E/2NE/4	18-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%	56.8750%	56.8750%
343 SEARCY 11-9-14	5817-C	NE/4SE/4	11-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
344 SEARCY 12-3-16	5824-C	NE/4NW/4	12-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
345 SEARCY 12-6-19	9335-C	SE/4NW/4 NE/4SW/4	12-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
346 SEARCY 17-11-8	5661-C	NE/4SW/4	17-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
347 SEARCY 17-14-9	5616-C	SE/4SW/4	17-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
348 SEARCY 17-5-7	5615-C	SW/4NW/4	17-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%
349 SEARCY 17-6-20	9915-C	SE/4NW/4	17-20S-8W	100.0000%	83.7350%	3.7650%	87.5000%	56.8750%	56.8750%
350 SEARCY 18-11-18	5914-C	N/2SW/4	18-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%	56.8750%	56.8750%

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351	SEARCY 18-13-6	5586-C	SW/4SW/4	18-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
352	SEARCY 18-14-5	6053-C	SE/4SW/4	18-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
353	SEARCY 19-10-3	5693-C	NW/4SE/4	19-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
354	SEARCY 19-4-1	5571-C	NW/4NW/4	19-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
355	SEARCY 20-3-10	5694-C	NE/4NW/4	20-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
356	SEARCY 20-4-11	5633-C	NW/4NW/4	20-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
357	SEARCY 20-5-12	5634-C	SW/4NW/4	20-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
358	SEARCY 20-6-13	5635-C	SE/4NW/4	20-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
359	SEARCY 24-1-2	5572-C	SE/4SE/4 NE/4NE/4	13-20S-9W) 24-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
360	SEARCY 7-15-15	9856-C	SW/4SE/4	7-20S-8W	100.0000%	83.5010%	3.9990%	87.5000%			56.8750%	56.8750%
361	SEARCY 7-6-17	7498-C	SE/4NW/4	7-20S-8W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
362	SESSIONS 35-15-3	6869-C	S/2SE/4	35-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
363	SESSIONS 35-8-1	6970-C	SE/4NE/4	35-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
364	SESSIONS 35-9-2	6868-C	NE/4SE/4	35-18S-9W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
365	STEDMAN 11-10-10	7356-C	SW/4NE/4 NW/4SE/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
366	STEDMAN 11-12-11	7308-C	N/2SW/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
367	STEDMAN 11-14-12	7507-C	S/2SW/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
368	STEDMAN 11-16-13	7309-C	S/2SE/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
369	STEDMAN 11-1-5	7305-C	E/2NE/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
370	STEDMAN 11-2-6	7347-C	NW/4NE/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
371	STEDMAN 11-3-24	7956-C	NE/4NW/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
372	STEDMAN 11-4-7	7422-C	NW/4NW/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
373	STEDMAN 11-5-8	7306-C	S/2NW/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
374	STEDMAN 11-9-9	7307-C	NE/4SE/4	11-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
375	STEDMAN 13-12-20	7817-C	SW/4NW/4 NW/4SW/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
376	STEDMAN 13-14-21	7818-C	S/2SW/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
377	STEDMAN 13-15-22	7867-C	S/2SE/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
378	STEDMAN 13-1-15	7702-C	NE/4NE/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
379	STEDMAN 13-2-16	7703-C	NE/4NW/4 NW/4NE/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
380	STEDMAN 13-4-17	8147-C	NW/4NW/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
381	STEDMAN 13-6-18	7707-C	SE/4NW/4 SW/4NE/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
382	STEDMAN 13-9-19	7954-C	SE/4NE/4 NE/4SE/4	13-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
383	STEDMAN 1-11-3	7304-C	NE/4SW/4	1-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
384	STEDMAN 1-15-14	7310-C	W/2SE/4	1-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
385	STEDMAN 1-16-4	7393-C	SE/4SE/4	1-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
386	STEDMAN 1-9-1	7392-C	NW/4SW/4	24-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
387	STOTHART 24-12-1	9608-C	NE/4SE/4	1-19S-9W	100.0000%	84.7273%	1.6364%	86.3636%			56.1364%	56.1364%
388	STOTHART 24-13-2	9609-C	SW/4SW/4	24-19S-9W	100.0000%	86.1136%	0.8182%	86.9318%			56.5057%	56.5057%
389	SULLIVAN 4-11-2	9885-C	N/2SW/4	4-18S-8W	100.0000%	86.6071%	0.0000%	86.6071%			56.2946%	56.2946%
390	THORNHILL 12-13-1	6145-C	S/2SW/4	12-20S-9W	100.0000%	83.5000%	4.0000%	87.5000%			56.8750%	56.8750%
391	TURNER 17-10-1	8090-C	NW/4SE/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
392	TURNER 17-16-1	7348-C	SE/4SE/4	17-18S-8W	100.0000%	87.5000%	0.0000%	87.5000%			56.8750%	56.8750%
393	USX 9-6-20	8171-C	E/2NW/4	9-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
394	USX 14-10-43	9916-C	W/2SE/4	14-18S-8W	100.0000%	80.6188%	0.0000%	80.6188%	76.8600%	09/94	52.4022%	49.9590%
395	USX 14-11-25	6866-C	NE/4SW/4	14-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
396	USX 14-13-37	7158-C	W/2SW/4	14-18S-8W	100.0000%	83.7500%	0.0000%	83.7500%	75.0000%	09/94	54.4375%	48.7500%
397	USX 14-14-44	8996-C	SE/4SW/4	14-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
398	USX 14-3-45	9656-C	NE/4NW/4	14-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
399	USX 14-5-24	7093-C	S/2NW/4	14-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
400	USX 15-13-27	6371-C	SW/4SW/4 SE/4SE/4	15-18S-8W 16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
401	USX 16-11-33	8102-C	NE/4SW/4 NW/4SE/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
402	USX 16-13-34	6579-C	W/2SW/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
403	USX 16-15-35	6580-C	SE/4SW/4 SW/4SE/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
404	USX 16-2A-40	7951-C	N/2NE/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
405	USX 16-4-29	6755-C	N/2NW/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
406	USX 16-5-30	6756-C	S/2NW/4	16-18S-SW	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
407	USX 16-7-31	6577-C	SW/4NE/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
408	USX 16-8-28	7672-C	SE/4NE/4	16-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
409	USX 21-15-11	6280-C	SW/4SE/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
410	USX 21-16-12	7161-C	E/2SE/4	21-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%

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EXHIBIT C

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411	USX 22-11-13	6287-C	NE/4SW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
412	USX 22-12-14	6284-C	SW/4NW/4 NW/4SW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
413	USX 22-4-36	6277-C	NW/4NW/4	22-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
414	USX 23-4-41	9878-C	NW/4NW/4	23-18S-8W	100.0000%	80.7247%	0.0000%	80.7247%	77.1700%	09/94	52.4710%	50.1605%
415	USX 28-3-15	7162-C	W/2NW/4NE/4 NE/4NW/4	28-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
416	USX 28-4-16	6283-C	NW/4NW/4	28-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
417	USX 28-5-17	6272-C	SW/4NW/4	28-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
418	USX 29-11-7	6274-C	NE/4SW/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
419	USX 29-13-9	9706-C	W/2SW/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
420	USX 29-14-10	9707-C	SE/4SW/4 NE/4NW/4	29-18S-8W 32-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
421	USX 29-8-6	6282-C	E/2SW/4NE/4 SE/4NE/4	29-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
422	USX 30-9-18	6757-C	NE/4SE/4	30-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	01/94	52.0000%	48.7500%
423	USX 5-10-2	6286-C	NW/4SE/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
424	USX 5-15-3	6366-C	SW/4SE/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
425	USX 5-7-1	6279-C	SW/4NE/4	5-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
426	USX 8-11-5	6281-C	NE/4SW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
427	USX 8-14-39	9850-C	SE/4SW/4	8-19S-8W	100.0000%	80.2800%	0.0000%	80.2800%	75.8400%	02/95	52.1820%	49.2960%
428	USX 8-6-4	6335-C	SE/4NW/4	8-19S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	02/95	52.0000%	48.7500%
429	USX 9-10-22	6865-C	NW/4SE/4	9-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
430	USX 9-15-23	7899-C	SW/4SE/4	9-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
431	USX 9-16-38	7900-C	E/2SE/4	9-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
432	USX 9-7-21	7898-C	W/2NE/4	9-18S-8W	100.0000%	80.0000%	0.0000%	80.0000%	75.0000%	09/94	52.0000%	48.7500%
433	WEST 11-15-37	5855-C	S/2SE/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
434	WEST 11-1-34	5811-C	NE/4NE/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
435	WEST 11-2-35	5818-C	NW/4NE/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
436	WEST 11-4-41	6194-C	N/2NW/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
437	WEST 11-5-42	6195-C	S/2NW/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
438	WEST 11-8-36	5819-C	SE/4NE/4	11-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
439	WEST 13-11-6	5580-C	E/2SW/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
440	WEST 13-12-4A	5535-C	NW/4SW/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
441	WEST 13-15-23	5754-C	SW/4SE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
442	WEST 13-1-15	5598-C	NE/4NE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
443	WEST 13-2-16	5594-C	NE/4NW/4 NW/4NE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
444	WEST 13-4-17	5595-C	NW/4NW/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
445	WEST 13-5-3	5500-C	SW/4NW/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
446	WEST 13-6-1	5462-C	SE/4NW/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
447	WEST 13-7-38	5784-C	SW/4NE/4 NW/4SE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
448	WEST 13-8-14	5596-C	SE/4/NE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
449	WEST 13-9-9	5592-C	NE/4SE/4	13-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
450	WEST 15-10-88	7744-C	NW/4SE/4	15-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
451	WEST 15-11-89	7745-C	NE/4SW/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
452	INTENTIONALLY OMITTED											
453	WEST 15-13-58	6891-C	S/2SW/4	15-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
454	WEST 15-14-90A	9194-C	SE/4SW/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
455	WEST 15-16-91	7819-C	S/2SE/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
456	WEST 15-1-51	6305-C	NE/4NE/4 NW/4NW/4	15-20S-9W) 14-20S-9W	100.0000%	80.7500%	3.6250%	84.3750%			54.8438%	54.8438%
457	WEST 15-1-83	7791-C	E/2NE/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
458	WEST 15-2-52	6887-C	W/2NE/4	15-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
459	WEST 15-3-68	6296-C	N/2NW/4	15-20S-9W	100.0000%	80.7463%	3.6288%	84.3751%			54.8438%	54.8438%
460	WEST 15-3-84	7792-C	NE/4NW/4 NW/4NE/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
461	WEST 15-5-85	7959-C	W/2NW/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
462	WEST 15-6-53	6888-C	SE/4NW/4 NE/4SW/4	15-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
463	WEST 15-6-86	7960-C	SE/4NW/4 SW/4NE/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
464	WEST 15-8-55	6889-C	SE/4NE/4	15-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
465	WEST 15-9-87	7743-C	NE/4SE/4	15-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
466	WEST 17-12-20	5618-C	NW/4SW/4	17-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
467	WEST 17-13-21	5617-C	SW/4SW/4	17-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
468	WEST 19-11-13	5589-C	NE/4SW/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
469	WEST 19-12-11	5565-C	NW/4SW/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%
470	WEST 19-1-19	5591-C	NE/4NE/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%			52.8125%	52.8125%

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471 WEST 19-2-10	5707-C	NW/4NE/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
472 WEST 19-3-7	5549-C	NE/4NW/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
473 WEST 19-6-18	5593-C	S/2NW/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
474 WEST 19-7-1	5477-C	SW/4NE/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
475 WEST 19-8-12	5587-C	SE/4NE/4	19-20S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
476 WEST 1-10-29	5810-C	NW/4SE/4 S/2SW/4NE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
477 WEST 1-11-30	5804-C	NE/4SW/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
478 WEST 1-13-31	5805-C	SW/4SW/4 S/2NW/4SW/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
479 WEST 1-14-32	5806-C	SE/4SW/4 W/2SW/4SE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
480 WEST 1-16-33	5829-C	SE/4SE/4 E/2SW/4SE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
481 WEST 1-1-24	5808-C	NE/4NE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
482 WEST 1-2-25	5828-C	SW/4NW/4 N/2NW/4SW/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
483 INTENTIONALLY OMITTED									
484 WEST 1-6-39	5807-C	SE/4NW/4	4-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
485 WEST 1-8-27	5809-C	SE/4NE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
486 WEST 1-9-28	5803-C	NE/4SE/4	1-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
487 WEST 21-8-71	7315-C	S/2NE/4	21-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
488 WEST 23-3-93	7980-C	NE/4NW/4	23-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
489 WEST 23-5-94	7424-C	W/2NW/4	23-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
490 WEST 23-6-95	9016-C	SE/4NW/4 NE/4SW/4	23-19S-9W	78.1250%	64.6484%	1.6250%	66.2734%	43.0777%	43.0777%
491 WEST 23-7-96	7627-C	W/2NE/4	23-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
492 WEST 23-8-92	7708-C	E/2NE/4	23-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
493 WEST 27-11-102	7981-C	SE/4NW/4 NE/4SW/4	27-19S-9W	78.1250%	60.9375%	3.8125%	64.7500%	42.0875%	42.0875%
494 WEST 27-13-103	8091-C	SW/4SW/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
495 WEST 27-14-104	8159-C	SE/4SW/4 SW/4SE/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
496 WEST 27-1-59	6123-C	NE/4NE/4	27-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
497 WEST 27-2-60	6124-C	NW/4NE/4	27-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
498 WEST 27-2-97	7399-C	N/2NE/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
499 WEST 27-4-62	7350-C	N/2NW/4	27-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
500 WEST 27-4-98	8547-C	N/2NW/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
501 WEST 27-5-65	8766-C	SW/4NW/4	27-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
502 WEST 27-5-99	7963-C	SW/4NW/4 NW/4SW/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
503 WEST 27-7-100	7400-C	SW/4NE/4 NW/4SE/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
504 WEST 27-8-101	7473-C	SE/4NE/4 NE/4SE/4	27-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
505 WEST 31-5-82	8303-C	W/2NW/4	31-19S-8W	78.1250%	60.9375%	3.8125%	64.7500%	42.0875%	42.0875%
506 WEST 33-10-116	7983-C	NE/4SW/4 NW/4SE/4	33-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
507 WEST 33-16-119	8150-C	S/2SE/4	33-19S-9W	100.0000%	80.7500%	3.6250%	84.3750%	54.8438%	54.8438%
508 WEST 33-2-112	7982-C	N/2NE/4	33-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
509 WEST 33-3-120	7984-C	N/2NW/4	33-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
510 WEST 33-6-114	8160-C	SE/4NW/4 SW/4NE/4	33-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
511 WEST 33-8-115	8161-C	SE/4NE/4 NE/4SE/4	33-19S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
512 WEST 35-10-110	7628-C	NE/4SW/4 NW/4SE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
513 WEST 35-14-111	7523-C	SE/4SW/4 SW/4SE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
514 WEST 35-2-105	7401-C	NE/4NW/4 NW/4NE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
515 WEST 35-4-106	7499-C	W/2NW/4	35-19S-9W	78.1250%	63.0859%	3.6250%	66.7109%	43.3621%	43.3621%
516 WEST 35-6-107	7402-C	SE/4NW/4 SW/4NE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
517 WEST 35-8-108	7425-C	E/2NE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
518 WEST 35-9-109	7403-C	E/2SE/4	35-19S-9W	78.1250%	60.9375%	3.2500%	64.1875%	41.7219%	41.7219%
519 WEST 3-10-49	6226-C	N/2SE/4	3-20S-9W	100.0000%	78.0000%	3.8125%	81.8125%	53.1781%	53.1781%
520 WEST 3-12-67	6294-C	SW/4NW/4 NW/4SW/4	3-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
521 WEST 3-13-50	6691-C	S/2SW/4	3-20S-9W	100.0000%	80.7500%	3.6250%	84.3750%	54.8438%	54.8438%
522 WEST 3-2-44	6237-C	N/2NE/4	3-20S-9W	100.0000%	78.0000%	3.8125%	81.8125%	53.1781%	53.1781%
523 WEST 3-3-22	5744-C	NE/4NW/4	3-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
524 WEST 3-4-45	6225-C	NW/4NW/4	3-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
525 WEST 3-8-48	6295-C	S/2NE/4	3-20S-9W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
526 WEST 7-11-78	8300-C	NE/4SW/4 NW/4SE/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
527 WEST 7-12-79	8257-C	SW/4NW/4 NW/4SW/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
528 WEST 7-13-80	8258-C	S/2SW/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
529 WEST 7-15-81	8259-C	S/2SE/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%
530 WEST 7-2-74	8573-C	N/2NE/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%

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EXHIBIT C

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531 WEST 7-3-75	8207-C	N/2NW/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%		
532 WEST 7-6-76	8208-C	SE/4NW/4 SW/4NE/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%		
533 WEST 7-8-77	8209-C	SE/4NE/4 NE/4SE/4	7-19S-8W	100.0000%	78.0000%	3.2500%	81.2500%	52.8125%	52.8125%		
534 WEYERHAEUSER 5-15-2	9743-C	SW/4SE/4	5-18S-8W	100.0000%	85.0000%	0.0000%	85.0000%	55.2500%	55.2500%		
535 WEYERHAEUSER 5-16-1	9742-C	E/2SE/4	5-18S-8W	100.0000%	85.0000%	0.0000%	85.0000%	55.2500%	55.2500%		
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PART I
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EXHIBIT C

DOMINION BLACK WARRIOR BASIN, INC. – ACTIVE LEASES AS OF 5/1/94
RGC PROSPECT, TUSCALOOSA COUNTY, AL

SCHEDULE A
Part II

LEASE NUMBER	LESSOR	LESSEE	RECORDING BOOK/PAGE	NET # ACRES	LEASE DATE
1	FNB – Tuskaloosa	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.	960/39[illegible]	17.78	10/12/87
8–J	Dellavinia S. H. Brasher	River Gas Corp.	1011/49[illegible]	17.78	10/12/87
9–A	Jessie Ola Sessions	River Gas Co.	960/267	40.00	10/09/87
9–B	Lela B. Clements	River Gas Co.	960/270	40.00	10/08/87
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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Tuscaloosa County Alabama

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PART II
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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	4.21	08/29/88
42-H	Eunice Earnest Crump	River Gas Corp.	991/151	6.15	08/30/88
42-I	Lera Earnest Brazier	River Gas Corp.	991/160	6.15	08/30/88
42-J	Henry F. Earnest	River Gas Corp.	991/148	6.15	08/30/88
42-K	Vera Earnest Reed	River Gas Corp.	991/145	6.15	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. Grantham	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

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EXHIBIT C

	S. Stothart
68-B	Kathryn D. Glover
68-C	Sally Bland Glover, AIF for Williamson Allyn Glover
68-D	Katherine James Miller
68-E	Robison Brown James
68-F	Marion James Bryan
68-G	Elizabeth James Moffitt
68-H	Nicholas H. Brown
68-I	Albert Pinson Carpenter, Jr.
68-J	Cato Douglas Glover Carpenter
68-K	Sally Bland Glover Johnson
68-L	Katherine Williams C. Patterson
68-M	Ercle Frederick Herbert, III
68-N	Albert Pinson Carpenter, Sr.
68-O	Marcia Newsom
68-P	Harris Waller Seed, Jr.
68-Q	John Laurence Manning Herbert
68-R	Aaron McCracken
68-S	Campbell Dirck Keyser
68-T	Cordette McCracken Grimsey
68-U	Randall Brown
71-A	Edward D. Turner, et ux
71-B	Evelyn Bagwell, et vir
71-C	Estelle T. Boyd, et vir
71-D	Christine T. Colburn, et vir
71-E	Birtie Foley, et vir
71-F	Elsie Payne
71-G	William V. Turner, et ux
71-H	James U. Doss, et ux
71-I	Joe D. Turner, et ux
71-J	Berniece Lewis
72	James W. Price, et ux
74-A	Evelyn T. Hinds
74-B	Roy D. Grammer
74-C	Vader Venable
74-D	Jewel Jones
74-E	Viola Dickey
74-F	Edelean Pennell
74-G	Lorene Grammer
74-H	Patsy Carnaghi
74-I	Charles Grammer
74-J	Fred Grammer
74-K	J.R. Grammer
74-L	Eddie Grammer
74-M	Jerry Grammer
74-N	Jimmy Grammer
74-O	Phillip Grammer
74-P	Evis Gray
74-Q	Pauline Layne

River Gas Corp.	991/110	5.45	10/10/88
River Gas Corp.	991/076	5.45	10/11/88
River Gas Corp.	991/234	1.09	10/12/88
River Gas Corp.	991/230	1.53	10/12/88
River Gas Corp.	991/085	1.75	10/12/88
River Gas Corp.	992/529	1.09	10/12/88
River Gas Corp.	1048/085	2.73	03/22/90
River Gas Corp.	1051/285	0.61	04/04/90
River Gas Corp.	1048/089	0.61	04/04/90
River Gas Corp.	1048/093	1.82	04/04/90
River Gas Corp.	1051/289	0.61	04/04/90
River Gas Corp.	1055/503	0.91	04/04/90
River Gas Corp.	1052/298	3.15	04/24/90
River Gas Corp.	1051/293	1.36	05/01/90
River Gas Corp.	1058/067	2.73	03/23/90
River Gas Corp.	1059/114	0.91	04/04/90
River Gas Corp.	1057/225	2.73	05/01/90
River Gas Corp.	1059/703	5.45	05/16/90
River Gas Corp.	1063/432	2.73	03/20/90
River Gas Corp.	1067/157	2.73	03/22/90
River Gas Corp.	991/242	16.00	10/12/88
River Gas Corp.	991/248	16.00	10/14/88
River Gas Corp.	991/260	16.00	10/15/88
River Gas Corp.	991/245	16.00	10/15/88
River Gas Corp.	991/257	16.00	10/15/88
River Gas Corp.	991/25[illegible]	16.00	10/15/88
River Gas Corp.	991/263	16.00	10/15/88
River Gas Corp.	991/266	16.00	10/17/88
River Gas Corp.	991/269	16.00	10/18/88
River Gas Corp.	991/254	16.00	10/20/88
River Gas Corp.	990/591	15.00	10/14/88
River Gas Corp.	992/533	17.78	11/01/88
River Gas Corp.	992/542	17.78	11/14/88
River Gas Corp.	992/545	17.78	11/14/88
River Gas Corp.	992/536	17.78	11/14/88
River Gas Corp.	992/539	17.78	11/14/88
River Gas Corp.	992/548	17.78	11/15/88
River Gas Corp.	997/127	17.78	11/15/88
River Gas Corp.	1004/727	1.37	01/24/89
River Gas Corp.	1004/721	1.37	01/24/89
River Gas Corp.	1004/715	1.37	01/24/89
River Gas Corp.	1004/718	1.37	01/24/89
River Gas Corp.	1004/733	1.37	01/24/89
River Gas Corp.	1004/736	1.37	01/24/89
River Gas Corp.	1004/742	1.37	01/24/89
River Gas Corp.	1004/730	1.37	01/24/89
River Gas Corp.	1004/751	1.37	01/24/89
River Gas Corp.	1004/748	1.37	01/24/89

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EXHIBIT C

74–R	Carolyn Lewis
74–S	Dorothy Piety
74–T	Shirley Wortman
74–U	May Belle Grammer
74–V	Margaret A.S. Capps
74–W	Glenda S.S. Headley
74–X	Norma Lou Hope
74–Y	Levon S. Seale
74–Z	Carl N. Smith
74–AA	James E. Smith
74–BB	Leonard R. Smith
74–CC	Ruby Alma Smith
74–DD	Will Larry Smith
74–EE	Dorothy R.S. Snow
74–FF	Emma J.S. Staggs
74–GG	Jo Ann Smith
74–HH	Steven Wayne Smith
74–II	Troy David Smith
74–JJ	Ronald Dean Smith
74–KK	Gary Grammer
74–LL	Denice Grammer Cruz
74–MM	James Grammer
74–NN	Debra Ann Engebretsen
74–OO	Nancy McCaffrey
74–PP	Gertrude Turner Barnett Hallman, AIF
	Roy E. Turner
75	Alabama Power Co.
76	USX Corporation
77	Ludie Mae Price
78	James J. Mayfield IV
79–A	Athial M. Gilbert
79–B	Elgin W. Gilbert
79–C	Clayton B. Gilbert
79–D	Clara E. Stanley
79–E	Mary Alice Burton
79–F	Betty Sue Howton
79–G	Ronald Gilbert
79–H	Gary D. Gilbert, et al Trustees
79–I	Nason Gilbert
80	Maezell C. Hallman
81	Paul C. Naugher, et ux
82	Clayton H. Clements
83	Valeria C. Hallman
85	Kedric Courington, et ux
86–A	Buster N. Hallman
86–B	Myrtle Sellers Falkner
86–C	Mary Bevan
86–D	Wilton L. Christian, et ux
86–E	Myrtle A. Colburn, et al
86–F	Jewell Griffin

River Gas Corp.	1004/724	1.37	01/24/89
River Gas Corp.	1004/745	1.37	01/24/89
River Gas Corp.	1004/739	1.37	01/24/89
River Gas Corp.	1004/754	1.37	02/10/89
River Gas Corp.	1004/781	1.48	03/15/89
River Gas Corp.	1004/787	1.48	03/15/89
River Gas Corp.	1004/775	1.48	03/15/89
River Gas Corp.	1004/772	1.48	03/15/89
River Gas Corp.	1004/763	1.48	03/15/89
River Gas Corp.	1004/757	1.48	03/15/89
River Gas Corp.	1004/760	1.48	03/15/89
River Gas Corp.	1004/778	1.48	03/15/89
River Gas Corp.	1004/766	1.48	03/15/89
River Gas Corp.	1004/784	1.48	03/15/89
River Gas Corp.	1004/769	1.48	03/15/89
River Gas Corp.	1011/480	0.37	05/10/89
River Gas Corp.	1011/483	0.37	05/10/89
River Gas Corp.	1012/712	0.37	05/10/89
River Gas Corp.	1017/075	0.37	07/06/89
River Gas Corp.	1022/066	0.32	08/08/89
River Gas Corp.	1022/069	0.32	08/08/89
River Gas Corp.	1022/072	0.32	08/16/89
River Gas Corp.	1024/003	0.32	08/08/89
River Gas Corp.	1028/440	0.32	08/16/89
River Gas Corp.	1044/094	[illegible]	01/08/90

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River Gas Corp.	1008/63[illegible]	50	01/01/89
River Gas Corp.	1005/23[illegible]	274.38	02/04/89
River Gas Corp.	1001/35[illegible]	80.00	02/07/89
River Gas Corp.	1004/711	160.00	02/07/89
River Gas Corp.	1004/796	13.33	03/16/89
River Gas Corp.	1004/790	13.33	03/16/89
River Gas Corp.	1004/793	13.33	03/16/89
River Gas Corp.	1004/799	13.33	03/16/89
River Gas Corp.	1006/596	13.33	03/16/89
River Gas Corp.	1006/599	13.33	03/16/89
River Gas Corp.	1006/603	13.33	03/20/89
River Gas Corp.	1006/606	13.33	03/30/89
River Gas Corp.	1008/640	13.33	05/10/89
River Gas Corp.	1004/807	64.00	03/20/89
River Gas Corp.	1004/802	52.00	03/20/89
River Gas Corp.	1004/810	8.00	03/23/89
River Gas Corp.	1004/813	8.00	03/23/89
River Gas Corp.	1006/612	8.00	04/07/89
River Gas Corp.	1008/637	20.00	04/27/89
River Gas Corp.	1028/359	20.00	10/18/89
River Gas Corp.	1028/362	0.57	10/20/89
River Gas Corp.	1028/374	1.66	10/20/89
River Gas Corp.	1028/377	3.32	10/20/89
River Gas Corp.	1028/383	0.57	10/20/89

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EXHIBIT C

86-G	Ana A. Hallman
86-H	Lottie Powell
86-I	Larry Sullivan
86-J	Nelda Faye Wells
86-K	Dannie H. Yarbrough, et vir
86-L	Billy Ray Dunn, et ux
86-M	Junior Edley Dunn
86-N	Preston Hallman, et ux
86-O	Fannie B. Mitchell, et vir
86-P	Brady Simpson, et ux
86-Q	Clora Moore, et vir
86-R	Lona Morgan, et vir
86-S	Beverly B. Bergen
86-T	Mildred Buchanan, et vir
86-U	Ann B. Creel, et vir
86-V	Ola Frost, et vir
86-W	Eldridge Jackson, et ux
86-X	Mary Ruth Simpson
86-Y	Elmer H. Abston, et ux
86-Z	John Abston by AIF Marlene Abston Simmons
86-AA	Marlene A. Simmons
86-BB	Rosalind G. Henderson, et vir
86-CC	Louise Jones
86-DD	Jean Hudson, et vir
86-EE	Leon Hallman, et ux
86-FF	Allen Boling
86-GG	Wilma Lee Booth, et vir
86-HH	Bertha Lee Dunn
86-II	Mellwynn Morrow Price
86-JJ	James W. Price, et ux
86-KK	Barbara E. Price Lunceford, et vir
86-LL	Claudean Davis, et vir
86-MM	Howell G. Abston
86-NN	William A. Bittner, Jr. et al
86-OO	Wilburn Sullivan
86-PP	Amanda Gail Burroughs, et vir
86-QQ	Tony Dennis Rogers
86-RR	Harvey David Simpson, et ux
86-SS	Cecil L. Simpson, Jr.
86-TT	Darlene Latham, et vir
86-UU	Shaun Cassidy by AIF Bertha Lee Price Dunn
86-VV	Dale Hallman Carter, et ux
86-WW	Cheryl Ann Singley
86-XX	Ruth Hallman McCrary
87	Jerry F. Colwell
88	Margaret Rice Deal, et vir
89	Una M. Clements, et al
90	Leah F. O'Hara

River Gas Corp.	1028/371	4.00	10/20/89
River Gas Corp.	1028/380	2.85	10/20/89
River Gas Corp.	1028/386	0.57	10/20/89
River Gas Corp.	1028/365	0.57	10/20/89
River Gas Corp.	1028/368	4.00	10/20/89
River Gas Corp.	1028/395	0.95	10/23/89
River Gas Corp.	1028/404	0.95	10/23/89
River Gas Corp.	1028/389	3.33	10/23/89
River Gas Corp.	1028/392	0.95	10/23/89
River Gas Corp.	1028/398	2.85	10/23/89
River Gas Corp.	1028/401	3.33	10/24/89
River Gas Corp.	1028/407	3.33	10/24/89
River Gas Corp.	1028/425	1.33	10/25/89
River Gas Corp.	1028/413	5.00	10/25/89
River Gas Corp.	1028/422	1.33	10/25/89
River Gas Corp.	1028/416	5.00	10/25/89
River Gas Corp.	1028/419	5.00	10/25/89
River Gas Corp.	1028/410	0.71	10/25/89
River Gas Corp.	1028/434	0.57	10/31/89
River Gas Corp.	1028/428	0.57	10/31/89
River Gas Corp.			
River Gas Corp.	1028/431	0.57	10/31/89
River Gas Corp.	1032/574	1.66	10/20/89
River Gas Corp.	1031/379	0.57	10/20/89
River Gas Corp.	1031/382	3.33	10/24/89
River Gas Corp.	1031/385	3.33	10/24/89
River Gas Corp.	1031/388	1.33	10/25/89
River Gas Corp.	1031/394	0.47	10/27/89
River Gas Corp.	1031/397	0.47	10/27/89
River Gas Corp.	1031/400	0.47	10/27/89
River Gas Corp.	1031/403	0.47	10/27/89
River Gas Corp.	1031/391	0.47	10/27/89
River Gas Corp.	1031/406	0.57	10/31/89
River Gas Corp.	1031/409	0.57	10/31/89
River Gas Corp.	1031/412	4.00	11/01/89
River Gas Corp.	1028/437	0.57	11/02/89
River Gas Corp.	1031/415	0.24	11/06/89
River Gas Corp.	1031/421	0.35	11/06/89
River Gas Corp.	1031/418	0.71	11/06/89
River Gas Corp.	1031/427	0.24	11/06/89
River Gas Corp.	1031/424	0.35	11/06/89
River Gas Corp.	1031/430	0.47	11/08/89
River Gas Corp.	1032/577	3.33	11/13/89
River Gas Corp.	1032/580	0.24	12/04/89
River Gas Corp.	1034/539	4.00	12/06/89
River Gas Corp.	1011/486	600.00	05/15/89
River Gas Corp.	1011/489	67.60	05/16/89
River Gas Corp.	1011/660	80.00	04/01/89
River Gas Corp.	1014/660	80.00	08/09/89

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PART II

EXHIBIT C

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	1.25	11/28/89
96-FF	Billy Moore	River Gas Corp.	1032/676	2.50	11/30/89
96-GG	Wayne Moore	River Gas Corp.	1032/679	2.50	11/30/89
96-HH	Manley David Breland	River Gas Corp.	1036/342	0.45	11/28/89
96-II	Alvin C. Breland	River Gas Corp.	1036/341	1.00	11/20/89
96-JJ	Claude Spencer Breland	River Gas Corp.	1036/348	1.00	11/22/89
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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EXHIBIT C

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96-UU	Betty Ann Moore
96-VV	Dorothy J. Moore
96-WW	Jack Moore
96-XX	James D. Moore
96-YY	Kate Moore
96-ZZ	Rayburn L. Moore
96-AAA	Pat Moore Powell
96-BBB	Mozelle Moore Marchant
96-CCC	Burlia Moore Coleman
96-DDD	Anne W. Moore
96-EEE	Waymon Gerald Moore
96-FFF	Eloise Moore Phelps
96-GGG	Dorothy Jean Moore Smith
96-HHH	Adrain Leon Hartley
96-III	Jesse Gordon Hartley
96-JJJ	Lonnie Oneal Hartley
96-KKK	Van Harltey Shigley
96-LLL	Gerald B. Hill
96-MMM	Ina Ruth S. Murchison
96-NNN	James Ludie Moore
96-OOO	Jimmy Nell Hartley, individually and as Trustee
96-PPP	Kenneth Earl Breland
96-QQQ	Waverly W. Moore
96-RRR	Charles W. Moore
96-SSS	Linda Moore Livingston
96-TTT	Jane Perkins Nichols
96-UUU	Willie Francies Hill
96-VVV	Sue Hill Purkey
96-WWW	Robert L. Moore
96-XXX	Judi Moore Perkins Williams
96-YYY	Connie Moore Long
101-A	Louise McGuire Lamont
101-B	Josephine McGuire Swanson
101-C	Woodrow Hobson, Jr.
104-A	Howell Hubbard
104-B	Jessie Hubbard Green
104-C	Hazel Hubbard Dickey
104-D	Sue Hubbard Williams
104-E	Margaret Hubbard Xanders
104-F	Alma Hubbard
104-G	Betty Hubbard Bryant
106-A	Morris Victor Friedman & Emily Ann Friedman Bliss
106-B	Adele Mills Schweid
106-C	Rose Mills Freedman
106-D	Irene Fox Conn
106-E	Henry Mills Winston
106-F	Harry F. Conn
106-G	Richard L. Conn

River Gas Corp.	1034/566	2.00	12/05/89
River Gas Corp.	1036/374	2.00	12/05/89
River Gas Corp.	1036/354	0.50	12/05/89
River Gas Corp.	1032/682	2.00	12/05/89
River Gas Corp.	1034/569	0.50	12/05/89
River Gas Corp.	1034/572	0.50	12/05/89
River Gas Corp.	1036/351	0.50	12/05/89
River Gas Corp.	1034/575	2.00	12/06/89
River Gas Corp.	1034/581	3.33	12/07/89
River Gas Corp.	1034/584	3.33	12/07/89
River Gas Corp.	1034/587	3.33	12/07/89
River Gas Corp.	1034/578	3.33	12/07/89
River Gas Corp.	1034/590	3.33	12/07/89
River Gas Corp.	1034/593	4.00	12/11/89
River Gas Corp.	1034/596	4.00	12/11/89
River Gas Corp.	1034/599	4.00	12/11/89
River Gas Corp.	1036/357	4.00	12/11/89
River Gas Corp.	1036/360	1.25	12/12/89
River Gas Corp.	1034/602	0.11	12/12/89
River Gas Corp.	1034/605	1.66	12/13/89
River Gas Corp.	1034/608	4.00	12/18/89

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River Gas Corp.	1040/087	0.11	11/28/89
River Gas Corp.	1040/026	2.00	12/05/89
River Gas Corp.	1040/046	1.66	12/12/89
River Gas Corp.	1040/060	1.66	12/13/89
River Gas Corp.	1040/019	1.66	01/18/90
River Gas Corp.	1044/023	1.25	11/28/89
River Gas Corp.	1044/026	1.25	11/28/89
River Gas Corp.	1044/029	2.50	11/30/89
River Gas Corp.	1044/032	1.66	12/07/89
River Gas Corp.	1044/035	1.66	12/13/89
River Gas Corp.	1040/081	20.00	01/19/90
River Gas Corp.	1040/084	20.00	01/19/90
River Gas Corp.	1048/214	20.00	05/01/90
River Gas Corp.	1041/094	40.00	02/05/90
River Gas Corp.	1041/097	40.00	02/05/90
River Gas Corp.	1041/100	40.00	02/05/90
River Gas Corp.	1041/103	10.00	02/05/90
River Gas Corp.	1041/106	10.00	02/05/90
River Gas Corp.	1041/109	10.00	02/05/90
River Gas Corp.	1041/112	10.00	02/05/90
River Gas Corp.	1044/101	6.58	02/27/90
River Gas Corp.	1046/348	10.00	02/28/90
River Gas Corp.	1046/345	10.00	02/28/90
River Gas Corp.	1044/104	2.28	03/08/90
River Gas Corp.	1051/282	3.29	03/07/90
River Gas Corp.	1052/295	2.28	03/08/90
River Gas Corp.	1052/292	2.28	03/08/90

EXHIBIT C

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106-H	Victor Winston
109-A	Bernice Edgar Sullivan
109-B	Wilburn Sullivan
109-C	Doris Sullivan Howton
109-D	Scotty Sullivan
109-E	John L. Sullivan
109-F	Patsy Jean L. Sullivan
109-G	Roland Sullivan
109-H	Roxie Sullivan Turner
109-I	Clara Mae Sullivan St. Clair
109-J	Dolly Sullivan Tuberville
109-K	Olen Sullivan
109-L	Daniel M. Sullivan
109-M	Kathy Lynn Sullivan Prevatte
109-N	Bob Burchfield
109-O	Marion Burchfield
109-P	Sidney Weaver
109-Q	Rabon Sullivan
109-R	Laurie Kay Sullivan Schoene
109-S	Carrie Sullivan Foley
109-T	Charles Mitchell Sullivan, Jr.
109-U	Rayford Sullivan
109-V	Barbara Gail Sullivan Billingsley
109-W	Linda Louise Sullivan Hood
109-X	Mary Ruth Sullivan Fortenburg
112-A	First Alabama Bank of Tuscaloosa Executor & Trustee of Robert N. Alston Estate
112-B	Woodrow Hobson, Jr.
113	Madalene Cunningham, et al
114-A	Lona Jackson Thompson
114-B	James Robert Jackson, III
114-C	Wyman Terry Jackson
114-D	Edna Jackson
114-E	Betty Jackson Skelton
114-F	Christopher Brett Rowland
115-A	W. Bruce Baughman
115-B	Marian W. Maxwell
115-C	Nellie Shute Pearson
115-D	Thomas M. White, Sr.
116-A	Gay Nell Dockery Hill
116-B	Ella Mae Sullivan Bailey
116-C	Viola Sullivan Denton
116-D	Clarence Dockery
116-E	Lorene Sullivan Sellers
116-F	Armond Sullivan
116-G	Jack Dockery
116-H	L. J. Bates
116-I	Perry J. Bates
117-A	Karen J. Colwell

River Gas Corp.	1052/289	3.29	03/08/90
River Gas Corp.	1044/047	11.43	02/07/90
River Gas Corp.	1044/044	11.43	02/07/90
River Gas Corp.	1044/050	1.27	02/09/90
River Gas Corp.	1044/053	1.27	02/09/90
River Gas Corp.	1046/336	1.27	02/13/90
River Gas Corp.	1044/056	0.32	02/13/90
River Gas Corp.	1046/333	1.27	02/13/90
River Gas Corp.	1044/059	1.27	02/13/90
River Gas Corp.	1044/062	1.27	02/14/90
River Gas Corp.	1044/068	1.27	02/14/90
River Gas Corp.	1044/065	3.81	02/14/90
River Gas Corp.	1044/074	0.32	02/15/90
River Gas Corp.	1044/071	0.32	02/15/90
River Gas Corp.	1044/077	3.81	02/26/90
River Gas Corp.	1044/080	3.81	02/26/90
River Gas Corp.	1046/339	3.81	02/26/90
River Gas Corp.	1048/070	3.81	02/14/90
River Gas Corp.	1048/073	0.32	02/15/90
River Gas Corp.	1046/342	11.43	03/26/90
River Gas Corp.	1051/276	0.32	02/15/90
River Gas Corp.	1051/279	3.81	02/22/90
River Gas Corp.	1078/566	0.32	10/24/90
River Gas Corp.	1078/560	0.32	02/14/90
River Gas Corp.	1078/563	0.32	10/24/90
River Gas Corp.	1044/113	180.23	03/09/90

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River Gas Corp.	1044/1[illegible]	60.08	03/09/90
River Gas Corp.	1048/1[illegible]	13.33	04/19/90
River Gas Corp.	1048/1[illegible]	40.00	04/20/90
River Gas Corp.	1051/306	8.00	04/20/90
River Gas Corp.	1051/312	8.00	04/23/90
River Gas Corp.	1052/302	8.00	04/23/90
River Gas Corp.	1068/699	8.00	10/05/90
River Gas Corp.	1048/121	15.00	04/17/90
River Gas Corp.	1048/127	15.00	04/17/90
River Gas Corp.	1048/124	15.00	04/17/90
River Gas Corp.	1051/321	15.00	04/17/90
River Gas Corp.	1048/097	2.66	04/16/90
River Gas Corp.	1048/109	8.00	04/17/90
River Gas Corp.	1048/106	8.00	04/17/90
River Gas Corp.	1048/103	2.66	04/17/90
River Gas Corp.	1048/100	8.00	04/17/90
River Gas Corp.	1048/112	8.00	04/17/90
River Gas Corp.	1051/303	2.66	04/25/90
River Gas Corp.	1068/694	0.75	10/05/90
River Gas Corp.	1068/691	0.75	10/05/90
River Gas Corp.	1051/330	43.74	04/26/90

EXHIBIT C

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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				
122	Weyerhaeuser Company	Joe Stephenson	1063/426	360.00	08/01/90
126	James Jefferson Mayfield IV by AIF, Dan M. Gibson	River Gas Corp.	1068/679	140.43	09/17/90
		River Gas Corp.	1073/129	80.00	11/06/90
127	State of Alabama				
128	Hawkeye Oil & Gas, Inc.	Taurus Exp.,Inc.(G)	1077/030(G)	62.57 (G)	
130	State of Alabama	Meridian Oil, Inc.	1014/299(T)	60.00	05/23/89
131	State of Alabama	Taurus Exp.,Inc.(U)	1077/328(C)	2.36 (C)	
		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).

(2)-(5) Footnotes deleted

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(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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PART II

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EXHIBIT C

SCHEDULE B

Behind Pipe Recompletion Wells and Values

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EXHIBIT C

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	102,733
Cassidy No. 30-13-1	88,456
Cassidy No. 30-14-1	56,513
Cassidy No. 30-15-12	85,622
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

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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1181 PAGE 894

EXHIBIT C

Case 15-00102-TOM Doc 3-11 Filed 08/11/15 Entered 08/11/15 16:46:19 Desc Exhibit Exhibit C Part 4 Page 6 of 15

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	75,253
Cassidy No. 6-10-52	75,253
Cassidy No. 6-11-54	66,602
Cassidy No. 6-13-51	102,632
Cassidy No. 6-14-55	81,560
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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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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	61,394
Searcy No. 19-10-3	46,288
Searcy No. 20-3-10	99,984
Searcy No. 20-4-11	

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

EXHIBIT C

Case 15-00102-TOM Doc 3-11 Filed 08/11/15 Entered 08/11/15 16:46:19 Desc
Exhibit Exhibit C Part 4 Page 9 of 15

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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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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 6[illegible]22

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

EXHIBIT C

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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W. Hardy McCollum - Probate Judge

1181 PAGE 730

EXHIBIT C

Case 15-00102-TOM Doc 3-11 Filed 08/11/15 Entered 08/11/15 16:46:19 Desc
Exhibit Exhibit C Part 4 Page 12 of 15

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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EXHIBIT C

Case 15-00102-TOM Doc 3-11 Filed 08/11/15 Entered 08/11/15 16:46:19 Desc
Exhibit Exhibit C Part 4 Page 13 of 15

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	129,468
Bigham No. 4-13-1	80,179
Federal No. 9-4-5	100,164

1181 PAGE 703
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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

EXHIBIT C

SCHEDULE C

Minimum Pratt Recompletion Schedule

Period Ending	Minimum Pratt Recompletions
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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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama 06/30/94 13:55:45
Cashier: MAM Total: 159,536.05
Bk/Pg: 1181-644

DFE DEED FEES	157,000.00
MTX 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:

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

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J. Hardy McCollum - Probate Judge
Tuscaloosa 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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EXHIBIT D

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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:

Num	Well Name & #	Total NRI %	Total RI %	APO Company Interest	Royalty Interests BPO	Royalty Interests APO
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:

Num	Well Name & #	Total NRI %	Total RI %	APO Company Interest	Royalty Interests BPO	Royalty Interests APO
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

DC01:44220

EXHIBIT D

Case 15-00102-TOM Doc 3-13 Filed 08/11/15 Entered 08/11/15 16:46:19 Desc Exhibit D Page 3 of 7

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.
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
Assistant Vice President

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

DC01:44220

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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DEED Book & Page
03/02/95 10:42:59 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

DC01:44220

EXHIBIT D

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, 1995.

Jana L. Egeler
Notary Public

My Commission Expires:

10/22/98
(Notarial Seal)

JANA L. EGELER
Notary Public, State of Texas
My Commission Expires 10-22-1998

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

DC01:44220

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, 1995.

Irene Materna
Notary Public

My Commission Expires:

NOTARIAL SEAL
IRENE MATERNA, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 20, 1998

(Notarial Seal)

1201 58
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DEED Book & Page
03/02/95 10:43:18 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
02-0007949-0007949 03/02/95 10:43:20
Cashier: MAM Total: 56.50
Bk/Pg: 1201-52
REC RECORDING FEES 53.50
SDT SOURCE OF TITLE 1.00
PJF PROBATE FEES 2.00

DC01:44220

EXHIBIT D

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is entered into effective as of June 1, 1994, by and between DOMINION RESOURCES, INC., a Virginia corporation ("Dominion Resources"), with its principal office in Richmond, Virginia and DOMINION RESOURCES BLACK WARRIOR TRUST, a fixed investment trust organized under the laws of the State of Delaware (the "Trust").

WITNESSETH

WHEREAS, effective as of May 31, 1994, Mellon Bank (DE) National Association (the "Delaware Trustee"), NationsBank of Texas, N.A. (the "Trustee"), Dominion Resources, and Dominion Black Warrior Basin, Inc., an Alabama corporation ("the Company"), as trustor of the Trust, entered into the Trust Agreement of Dominion Resources Black Warrior Trust (the "Trust Agreement") forming the Trust for the purpose of receiving and holding certain Royalty Interests to be conveyed by the Company thereto and for such other purposes as are described in the Trust Agreement; and

WHEREAS, at the Closing, the Trust and the Company entered into the Conveyance effective as of June 1, 1994 providing for the assignment of the Royalty Interests to the Trust, the computation and payment to the Trust of distributions on the Royalty Interests and certain other matters; and

WHEREAS, in consideration for the conveyance of the Royalty Interests, the Trust issued 7,850,000 Units therein to the Company, which Units have been transferred to Dominion Resources, and Dominion Resources intends to sell up to all such Units pursuant to a public offering; and

WHEREAS, the Trust desires to obtain from Dominion Resources and Dominion Resources desires to provide to the Trust, until such time as the Trust terminates, certain administrative support services as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements hereinafter contained, the parties hereto, subject to the terms and conditions hereinafter set forth, hereby agree as follows:

1. Defined Terms. Defined terms used herein but not defined shall have the meaning defined in the Trust Agreement.

2. Performance of Services. Dominion Resources shall provide the Services, as defined in paragraph 3 hereof, to and for the Trust. Dominion Resources shall provide the Services in a timely manner and in a quality fashion.

3. Services. The term "Services" as used herein shall mean all accounting, bookkeeping and other administrative services and reports necessary (a) to determine the Gross Proceeds and any other amounts payable to the Trust pursuant to the Conveyance and

(b) to provide all information relating to the Royalty Interests and Underlying Properties as shall be necessary (i) to permit the Trustee to comply, with respect to the Trust, with the reporting obligations of the Trust pursuant to the Exchange Act (including, without limitation, such reporting obligations with respect to required financial statements and supplementary financial information), the requirements of any securities exchange or quotation system on which the Units are listed or admitted for trading and the Trust Agreement, (ii) to sell the Royalty Interests in accordance with the Trust Agreement and (iii) for any other reasonable purpose of the Trust. "Services" hereunder shall not include (A) the furnishing of information other than with respect to the Royalty Interests or the Underlying Properties, (B) the preparation of any filings on behalf of the Trust, (C) any services to be performed by or at the direction of the trustees on behalf of the Trust pursuant to the Trust Agreement other than as contemplated herein or (D) the furnishing of any information, data, documents or materials precluded by Section 3.14 and the penultimate sentence of Section 5.05 of the Trust Agreement.

4. Administrative Service Fees. In consideration of the satisfactory performance of the Services on the part of Dominion Resources, the Trust shall pay Dominion Resources beginning for the period beginning June 1, 1994 and ending June 30, 1994 and for each Quarterly Period thereafter, throughout the term of the Trust, the Administrative Services Fee. The Administrative Services Fee shall be $75,000 per Quarterly Period commencing June 1, 1994, and shall be increased annually by three percent beginning January 1, 1995. The Administrative Services Fee shall be paid no later than the seventieth (70th) day following the end of each Quarterly Period for the Services performed during such Quarterly Period. Payment shall be made by check payable to Dominion Resources. The Administrative Services Fee is payable only out of the assets of the Trust and neither the Trustee, the Delaware Trustee, any Entity serving in any such capacity, nor any Unitholder shall be liable therefor. Dominion Resources shall not be required to submit any invoices to receive payment of the Administrative Services Fee.

5. Term of Agreement; Binding Effect; Proration of Fee. This Agreement shall continue in force for the term of the Trust. This Agreement shall be binding on the Trust, its successors and assigns. The Administrative Services Fee shall be prorated for the period beginning June 1, 1994 and ending June 30, 1994. In the event the Trust terminates prior to the end of a Quarterly Period, a portion of the Administrative Services Fee shall be paid for such Quarterly Period based on the number of days in such Quarterly Period that the Trust was in existence.

6. Assignment. Dominion Resources may assign to any of its Affiliates, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the Trustee. The Trust may assign this Agreement to any successor in interest of the Trust without the prior written consent of Dominion Resources. Otherwise neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement without the prior written consent of the other party.

7. Indemnification. Dominion Resources, its officers, directors, agents, employees and Affiliates shall not be liable to the Trust, the Trustee or Unitholders for

claims, demands, damages, losses, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, proceeding or investigation of any claim) arising out of the rendering of the Services by Dominion Resources hereunder except that Dominion Resources shall be liable for gross negligence or willful misconduct in the rendering of the Services. Dominion Resources shall be indemnified by and reimbursed by the Trust to the same extent that an Indemnified Party is indemnified as set forth in Section 6.02 of the Trust Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

9. Notices. Any and all notices or demands permitted or required to be given under this Agreement shall be in writing and shall be validly given or made if (a) personally delivered, (b) delivered and confirmed by telecopier or like instantaneous transmission service, or by federal Express or other reliable overnight courier delivery service, which shall be effective as of confirmation of receipt by the courier at the address for notice hereinafter stated or (c) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

Dominion Resources:

Dominion Resources, Inc.
P.O. Box 26532
901 East Byrd St.
Richmond, Virginia 23261-6532
Attention: Linwood R. Robertson
Telecopier No.: (804) 775-5819

Trust:

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
Telecopier No.: (214) 508-2484

Notice which is mailed in the manner specified shall be conclusively deemed given five (5) days after the date postmarked or upon receipt, whichever is sooner. Any party may change its address for purposes of this paragraph by giving the other party hereto written notice of the new address in the manner set forth above.

10. Amendment. No modification or amendment of this Agreement shall be binding upon any party unless in writing and signed by the party against which the modification or amendment is asserted.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements, if any.

12. Arbitration. THE PARTIES TO THIS AGREEMENT AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM THAT MAY ARISE BETWEEN OR AMONG DOMINION RESOURCES (ON THE ONE HAND) AND THE TRUST AND/OR THE TRUSTEE AND/OR THE DELAWARE TRUSTEE (ON THE OTHER HAND) IN CONNECTION WITH OR OTHERWISE RELATING TO THIS AGREEMENT OR THE APPLICATION, IMPLEMENTATION, VALIDITY OR BREACH OF THIS AGREEMENT OR ANY PROVISION OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON CONTRACT, TORT OR STATUTE), SHALL BE FINALLY, CONCLUSIVELY AND EXCLUSIVELY SETTLED BY BINDING ARBITRATION IN DALLAS, TEXAS IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES (THE "RULES") OF JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. OR ANY SUCCESSOR THERETO ("JAMS") THEN IN EFFECT. THE PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY WAIVE THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING WITHOUT LIMITATION, THE RIGHT TO TRIAL BY JURY, WITH RESPECT TO ANY MATTER SUBJECT TO ARBITRATION PURSUANT TO THIS PARAGRAPH 12. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING, WITHOUT LIMITATION, A SUMMARY OR EXPEDITED PROCEEDING IN ANY COURT HAVING JURISDICTION, TO COMPEL ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM TO WHICH THIS PARAGRAPH 12 APPLIES. EXCEPT WITH RESPECT TO THE FOLLOWING PROVISIONS (THE "SPECIAL PROVISIONS") WHICH SHALL APPLY WITH RESPECT TO ANY ARBITRATION PURSUANT TO THIS PARAGRAPH 12, THE INITIATION AND CONDUCT OF ARBITRATION SHALL BE AS SET FORTH IN THE RULES, WHICH RULES ARE INCORPORATED IN THIS AGREEMENT BY REFERENCE WITH THE SAME EFFECT AS IF THEY WERE SET FORTH IN THIS AGREEMENT:

(a) In the event of any inconsistency between the Rules and the Special Provisions, the Special Provisions shall control. References in the Rules to a sole arbitrator shall be deemed to refer to the tribunal or arbitrators provided for under subparagraph (c) below in this paragraph 12.

(b) The arbitration shall be administered by JAMS. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association or any successor thereto shall serve and the Rules shall be deemed to be the Commercial Arbitration Rules of the American Arbitration Association then in effect, but giving effect to the Special Provisions set forth in this paragraph 12.

(c) The arbitration shall be conducted by a tribunal of three (3) arbitrators. Within ten (10) days after arbitration is initiated pursuant to the Rules, the initiating party or parties (the "Claimant") shall send written notice to the other party or parties (the "Respondent"), with a copy to the Dallas, Texas office of JAMS, designating the first arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be reasonably believed by the Claimant to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after receipt of such notice, the Respondent shall send written notice to the Claimant, with a copy to the Dallas, Texas office of JAMS and to the first arbitrator, designating the second arbitrator (who shall not be a representative or Agent of any party but may or may not be a JAMS panel member and, in any case, shall be reasonably believed by the Respondent to possess the requisite experience, education and expertise in respect of the matters to which the claim relates to enable such Person to competently perform arbitral duties). Within ten (10) days after such notice from the Respondent is received by the Claimant, the Respondent and the Claimant shall cause their respective designated arbitrators to select any mutually agreeable JAMS panel member as the third arbitrator. If the respective designated arbitrators of the Respondent and the Claimant cannot so agree within said ten (10) day period, then the third arbitrator will be determined pursuant to the Rules. For purposes of this paragraph 12, Dominion Resources (on the one hand) and the Trust, the Trustee and the Delaware Trustee (on the other hand) shall each be entitled to the selection of one (1) arbitrator. Prior to commencement of the arbitration proceeding, each arbitrator shall have provided the parties with a résumé outlining such arbitrator's background and qualifications and shall certify that such arbitrator is not a representative or Agent of any of the parties. If any arbitrator shall die, fail to act, resign, become disqualified or otherwise cease to act, then the arbitration proceeding shall be delayed for fifteen (15) days and the party by or on behalf of whom such arbitrator was appointed shall be entitled to appoint a substitute arbitrator (meeting the qualifications set forth in this paragraph 12) within such fifteen (15) day period; *provided, however,* that if the party by or on behalf of whom such arbitrator was appointed shall fail to appoint a substitute arbitrator within such fifteen (15) day period, the substitute arbitrator shall be a neutral arbitrator appointed by the JAMS arbitrator within fifteen (15) days thereafter.

(d) All arbitration hearings shall be commenced within ninety (90) days after arbitration is initiated pursuant to the Rules, unless, upon a showing of good cause by a party to the arbitration, the tribunal of arbitrators permits the extension of the commencement of such hearing; *provided, however,* that any such extension shall not be longer than sixty (60) days.

(e) All claims presented for arbitration shall be particularly identified and the parties to the arbitration shall each prepare a statement of their position with recommended courses of action. These statements of position and recommended courses of action shall be submitted to the tribunal of arbitrators chosen as provided

hereinabove for binding decision. The tribunal of arbitrators shall not be empowered to make decisions beyond the scope of the position papers.

(f) The arbitration proceeding will be governed by the substantive laws of the State of Delaware and will be conducted in accordance with such procedures as shall be fixed for such purpose by the tribunal of arbitrators, except that (i) discovery in connection with any arbitration proceeding shall be conducted in accordance with the Federal Rules of Civil Procedure and applicable case law, (ii) the tribunal of arbitrators shall have the power to compel discovery and (iii) unless the parties otherwise agree and except as may be provided in this Paragraph 12, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any provisions of state law or other applicable law or procedure inconsistent therewith or which would produce different results. The parties shall preserve their right to assert and to avail themselves of the attorney-client and attorney-work product privileges, and any other privileges to which they may be entitled pursuant to applicable law. No party to the arbitration or any arbitrator may compel or require mediation and/or settlement conferences without the prior written consent of all such parties and the tribunal of arbitrators.

(g) The tribunal of arbitrators shall make an arbitration award as soon as possible after the later of the close of evidence or the submission of final briefs, and in all cases the award shall be made not later than thirty (30) days following submission of the matter. The finding and decision of a majority of the arbitrators shall be final and shall be binding upon the parties. Judgment upon the arbitration award or decision may be entered in any court having jurisdiction thereof or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The tribunal of arbitrators shall have the authority to assess liability for pre-award and post-award interest on the claims, attorneys' fees, expert witness fees and all other expenses of arbitration as such arbitrators shall deem appropriate based on the outcome of the claims arbitrated. Unless otherwise agreed by the parties to the arbitration in writing, the arbitration award shall include findings of fact and conclusions of law.

(h) Nothing in this paragraph 12 shall be deemed to (i) limit the applicability of any otherwise applicable statute of limitations or repose or any waivers contained in this Agreement or (ii) constitute a waiver by any party hereto of the protections afforded by 12 U.S.C. § 91 or any successor statute thereto or any substantially equivalent state law.

(i) Notwithstanding any provision in this paragraph 12 to the contrary, this paragraph 12 shall not be construed to require arbitration of a claim or dispute solely between the Trustee and the Delaware Trustee or of any claim or dispute brought by any Person (including, without limitation, any Unitholder), who is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

DOMINION RESOURCES, INC.

By: _____
Linwood R. Robertson
Vice President — Finance
and Treasurer

DOMINION RESOURCES BLACK WARRIOR TRUST

By: NATIONSBANK OF TEXAS, N.A.,
TRUSTEE

By: _____
Ron E. Hooper
Vice President

RJ-CS:\Dominion\Energy\Royalty\AdminServ.Agr

WALTER ENERGY
www.walterenergy.com

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,

Guy W. Hensley

Mr. Guy Hensley
Senior Counsel