Case 2:15-cv-01531-LSC Doct 12 5:10d 10/01/15 Docket #0012 Date Filed: 10/1/2015-02015 Oct-01 PM 02:53

2015 Oct-01 PM 02:53 U.S. DISTRICT COURT N.D. OF ALABAMA

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA SOUTHERN DIVISION

DOMINION RESOURCES BLACK WARRIOR TRUST, by and through its)	
TRUSTEE, SOUTHWEST BANK,)	
Appellant,)	
)	
V.)	Case Number 2:15-cv-1531-LSC
)	
WALTER ENERGY, INC. et al., Appellees.)	
)	
)	

APPELLANT DOMINION RESOURCES BLACK WARRIOR TRUST'S RESPONSE TO AMENDED STEERING COMMITTEE'S NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OR, IN THE ALTERNATIVE, MOTION TO INTERVENE IN APPEAL

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Dominion Resources Black Warrior Trust ("<u>Dominion</u>" or the "<u>Appellant</u>") by and through its Trustee, Southwest Bank, hereby files this, its response ("<u>Response</u>") in opposition to the *Amended Steering Committee's Notice of Appearance and Request For Service or, In The Alterative, Motion to Intervene in Appeal* [Dkt. No. 8] (as amended, the "<u>Motion to Intervene</u>")¹ filed by the Steering Committee.² Dominion respectfully submits this Response pursuant to the Court's September 25, 2015 Order [Dkt. No. 10] and states as follows:

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Dominion Response (as defined *infra*).



All references herein to documents filed in the Bankruptcy Case, as such term is defined *infra*, shall begin with the prefix "Bankr. Dkt. No." (e.g., Bankr. Dkt. No. 1). All references herein to documents filed in the Adversary Proceeding, as such term is defined in the Motion to Intervene, shall begin with the prefix "Adv. Proc. Dkt. No." (e.g., Adv. Proc. Dkt. No. 1). All references herein to documents filed in this Case shall not begin with a prefix (e.g., Dkt. No. 1).

I. RELEVANT BACKGROUND

- 1. Dominion timely filed its Notice of Appeal [Dkt. No. 1] on September 3, 2015 thereby commencing this appeal.
- 2. On September 17, 2015, the Debtors filed a motion to dismiss this appeal [Dkt. No. 2],³ to which Dominion responded on September 24, 2015 (by the filing of the "<u>Dominion Objection</u>") [Dkt. No. 9]. The Dominion Objection generally provides a summary of the pertinent factual background, which is incorporated herein.
 - 3. The Steering Committee filed its Motion to Intervene on September 23, 2015.
- 4. On September 25, 2015, the Court ordered Dominion and the Debtors to show cause as to why the Steering Committee does not have a right to appear in this appeal or, in the alternative, why the Steering Committee's Motion to Intervene should not be granted [Dkt. No. 10].

II. RESPONSE

- A. The Steering Committee's Interests are Derivative of the Debtors' and Intervention is Not Appropriate.
- 5. Intervention in bankruptcy appeals is governed by Federal Rule of Bankruptcy Procedure 8013(g). Still in its infancy, Bankruptcy Rule 8013(g) is based on Federal Rule of Appellate Procedure 15(d).⁴ Even so, courts have turned to the rules governing intervention in

³ The Debtors filed a corrected motion to dismiss on September 28, 2015 [Dkt. No. 11].

⁴ Fed. R. Bankr. P. 8013 Advisory Committee Notes, 2014 Amendments ("Subdivision (g) clarifies the procedure for seeking to intervene in a proceeding that has been appealed. It is based on F.R.App.P. 15(d), but it also requires the moving party to explain why intervention is being sought at the appellate stage. The former Part VIII rules did not address intervention."); see also Collier on Bankruptcy ¶ 8013.11 (Alan N. Resnick & Henry J. Sommer eds., 16th ed.).

the district courts under Federal Rule of Civil Procedure 24 because Appellate Rule 15(d) provides no standard for determining when intervention is appropriate.⁵

6. In this case, the Steering Committee's intervention is improper because their rights with respect to the Production Proceeds are entirely derivative of the Debtors' rights.⁶ This Court's review of the Cash Management Order should turn upon whether, under the real property Conveyance between Dominion and Walter Black, the Production Proceeds are property of Dominion.⁷ No member of the Steering Committee is a party to the Conveyance and, indeed, the Conveyance pre-dates the Steering Committee's purported security interests by nearly two decades.⁸ Accordingly, there is no dispute as to whether the Steering Committee took their mortgage positions with notice of the terms of the Conveyance and Dominion's property interest.⁹

⁵ Sierra Club, Inc. v. E.P.A., 358 F.3d 516, 517-18 (7th Cir. 2004); Texas v. U.S. Dep't of Energy, 754 F.2d 550, 551 (5th Cir. 1985); c.f. Matter of Chalk Line Mfg., Inc., 184 B.R. 828, 831-32 (Bankr. N.D. Ala. 1995) (holding that 11 U.S.C. § 1109(b) does not provide an absolute right to intervene in adversary proceedings; rather, parties must satisfy the elements of Fed. R. Civ. P. 24(a)(2) as made applicable by Fed. R. Bankr. P. 7024).

⁶ Fed. R. Civ. P. 24(a)(2) ("On timely motion, the court must permit anyone to intervene who ... claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest." (emphasis added)); see also Chiles v. Thornburgh, 865 F.2d 1197, 1215 (11th Cir. 1989) (holding that no right to intervention existed when the interests of the party seeking intervention were identical to the interests of a party to the litigation and "[t]here is no indication whatsoever that the representation rendered by Dade County would be inadequate.").

⁷ A copy of the Conveyance is attached hereto as Exhibit A. The Conveyance has been designated as Designation of Record Item No. 66.

⁸ Compare Exhibit A, Conveyance at 1 (indicating that it was recorded in Tuscaloosa County on June 30, 1994) to Motion to Intervene at 1 n.2 (admitting that any interests held by the Steering Committee accrued no earlier than April 1, 2011). The Conveyance expressly provides that any mortgage or other security interest granted by the Debtors would remain subject to the ORRI. Conveyance at 18 § 9.01 (providing that Walter Black, as assignor of the ORRI "shall have the have the right to assign, sell, transfer, convey, mortgage or pledge the Company Interests, or any part thereof, subject to the [ORRI as] the Royalty Interests and the terms and provisions of th[e] Conveyance." (emphasis added)).

⁹ See Ala. Code § 35-4-63("The recording in the proper office of any conveyance of property or other instrument which may be legally admitted to record operates as a notice of the contents of such conveyance or instrument without any acknowledgment or probate thereof as required by law."); Clay v. Walden Joint Venture, 611 So.2d 254, 256 (Ala. 1992) ("Under Ala.Code 1975, § 35-4-90, the proper recordation of an instrument constitutes conclusive notice to all the world of everything that appears from the face of the instrument."); In re Health Science Products,

- 7. Because any interest claimed by the Steering Committee is derivative of the Debtors' interest in the underlying properties, the Steering Committee's interests in this appeal are identical to the interests of the Debtors. Emblematic of their alignment, the arguments of the Steering Committee and the Debtors before the Bankruptcy Court have been virtually identical. Because no basis exists to support the proposition that the Debtors' representation of their rights would be inadequate, the Steering Committee has no right to intervene. 11
- 8. Moreover, because intervention by the Steering Committee would be duplicative, prejudicial to Dominion, and a waste of judicial resources, this Court should deny the Steering Committee's Motion to Intervene.¹²

B. Alternatively, Any Intervention By The Steering Committee Should Be Limited.

9. With respect to the Motion to Intervene, this Court is "not faced with an all-or-nothing choice between grant or denial[.]" Rather, the Court has discretion to impose appropriate safeguards to limit the prejudicial effect of intervention and to promote efficiency. ¹⁴

Inc., 183 B.R. 903, 920 (Bankr. N.D. Ala. 1995) ("Under Alabama law, the recordation of any document purporting to convey an interest in real property in the office of the probate judge in the county where the property is situated constitutes notice of the contents of the document to all subsequent purchasers, mortgagees, and judgment creditors.").

¹⁰ See Steering Committee's Joinder in Debtors' Objection to Emergency Motion by Dominion Resources Black Warrior Trust to Reconsider, on a Limited Basis, the Cash Management Order [Bankr. Dkt. No. 467]. Compare Debtor's Objection to Dominion's Verified Application for Temporary Restraining Order [Adv. Proc. Dkt. No. 26] at 7-17 (arguing that the Dominion does not have a real interest in property under Alabama law) to Steering Committee's Objection to the Trust's Verified Application for Temporary Restraining Order [Adv. Proc. Dkt. No. 27] at 11-14 (same).

See Chiles, 865 F.2d at 1215; In re Bayshore Ford Trucks Sales, Inc., 471 F.3d 1233, 1246 (11th Cir. 2006) (holding that, when no statute grants an unconditional right to intervene, a non-party has no right to intervene under Fed. R. Civ. P. 24(a) when the "applicant's interest is adequately represent by existing parties.").

Fed. R. Civ. P. 24(b)(3) ("In exercising its discretion, the court must consider whether the intervention will unduly delay or prejudice the adjudication of the original parties' rights."); see also Hoots v. Com. of Pa., 672 F.2d 1133, 1136 (3d Cir. 1982) ("... where ... the interests of the applicant in every manner match those of an existing party and the party's representation is deemed adequate, the district court is well within its discretion in deciding that the applicant's contributions to the proceedings would be superfluous and that any resulting delay would be 'undue."); Executive Risk Specialty Ins. Co. v. Rutter Hobbs & Davidoff, Inc., 564 F. App'x 887, 889 (9th Cir. 2014) (holding that denial of permissive intervention was proper when intervention would "not contribute to the development of the underlying factual issues or the equitable adjudication of the legal issues involved").

- 10. Intervention in this appeal by the Steering Committee prejudices Dominion because based on the derivative nature of the Steering Committee's interest it would effectively double the Debtors' briefing limits and permit the Steering Committee to dramatically expand the Debtors' ability to present arguments to this Court. The Steering Committee and the Debtors would effectively receive two bites at the apple for purposes of the appellate briefing. And, Dominion will be materially prejudiced having to reply to double the briefs. Indeed, in the Bankruptcy Court the Debtors and the Steering Committee filed more than fifty pages of briefs on the eve of the August 18th Hearing setting forth *for the first time* their arguments regarding the nature of overriding royalty interests under Alabama law. Dominion had virtually no time to respond prior to the hearing. ¹⁶
- 11. As such, Dominion respectfully submits that any intervention by the Steering Committee should be conditioned on (i) requiring the Steering Committee and the Debtors to file a joint brief pursuant to Fed. R. Bankr. P. 8014(b) or (ii) ordering that any separate briefs filed by the Debtors and the Steering Committee shall not collectively exceed the applicable page limitation for a single appellate brief.

¹³ U.S. v. City of Detroit, 712 F.3d 925, 931 (6th Cir. 2013) (holding that Fed. R. Civ. P. 24 permits a reviewing court to impose appropriate limitations on an intervening party); see also F.T.C. v. Am. Legal Distributors, Inc., 890 F.2d 363, 365 (11th Cir. 1989) (per curiam) (holding that intervention could be permitted for limited purposes).

¹⁴ See City of Detroit, 712 F.3d at 932; Am. Legal Distributors, Inc., 890 F.2d at 365.

¹⁵ See Adv. Proc. Dkt. Nos. 26 and 27.

¹⁶ But see Foremost Fin. Serv. Corp. v. White (In re White), 908 F.2d 691, 694 (11th Cir. 1990) (holding that district court erred in dismissing appeal when bankruptcy court failed to provide adequate notice); Spring Valley Farms, Inc. v. Crow (In re Spring Valley Farms), 863 F.2d 832, 835 (11th Cir. 1989) (holding that confirmation order did not discharge debt of creditor was known to an individual corporate debtor and failed to receive notice); In re O'Neal, 214 B.R. 405, 407 (Bankr. N.D. Ala. 1997) ("Notice and an opportunity to be heard are necessary to insure that due process is provided ... and emphasis on that notice and opportunity to be heard underlines a due process concern.").

III. CONCLUSION

WHEREFORE, Appellant respectfully requests that the Court DENY the Motion to Intervene and grant such other relief as this Court deems just and proper.

Dated: October 1, 2015.

Respectfully Submitted,

BENTON & CENTENO, LLP

By: /s/ Lee R. Benton

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ATTORNEYS FOR THE DOMINION RESOURCES BLACK WARRIOR TRUST

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of October, 2015, I electronically filed the APPELLANT DOMINION RESOURCES BLACK WARRIOR TRUST'S RESPONSE TO AMENDED STEERING COMMITTEE'S NOTICE OF APPEARANCE AND REQUEST FOR SERVICE ON, IN THE ALTERNATIVE, MOTION TO INTERVENE IN APPEAL with the Clerk of the Court using the CM-ECF system, and served a copy of the above and foregoing, the parties listed below.

VIA US MAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED: Walter Black Warrior Basin, LLC C/O CT Corporation System, Registered Agent 2 North Jackson St. Ste. 605 Montgomery, Alabama 36104

VIA ELECTRONIC MAIL:

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<u>/s/</u>	Jamie	A.	Wilson	_

Jamie A. Wilson

2015 Oct-01 PM 02:53 U.S. DISTRICT COURT N.D. OF ALABAMA

This instrument prepared by:

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

Deed Book 1138

Page 173

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

1181 644 Recorded in Above

OVERRIDING ROYALTY CONVEYANCE 6/30/94

W. Hardy McCollus - Probate Judge

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

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EXHIBIT A

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

ARTICLE I

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Tuscaloosa County, Alabama

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Definitions

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

"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.

meanings:

"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 | DED Book & Pase | PM | PM | Pase | PM | PM | Pase | PM | Pase | PM | PM | Pase | PM | Pase | PM | Pase | P

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

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"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 Googness Interests 06/30/94 01:45:4

Owner as revenues from the sale of Subject Gas (determined before actions a County, Alabama 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 <u>Schedule A</u> 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 DEBD Bank Schedule A, but O6/30/94 O1:45:53 PM W. Hardy McCollum - Probate Judse Tuscaloosa County, Alabama

"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.

"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 Robbits Judse Tuscalousa County, Alabama 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.

ARTICLE II

Records and Reports

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W. Hardy McCollum - Probate Judge Tuscalogsa County, Alabama

- 2.01. Books and Records. The Company Interests Owner shall at all times maintain true and correct books and records sufficient to determine the amounts payable to Royalty Owner hereunder.
- 2.02. Inspections. The books and records referred to in Section 2.01 shall be open for inspection by Royalty Owner and its representatives at the office of the Company Interests Owner during normal business hours.
- 2.03. Quarterly Statements. Within forty-five (45) days after the close of each Computation Period, the Company Interests Owner shall deliver to Royalty Owner a statement showing, in reasonable detail, the computation of the amounts payable to the Royalty Owner from the Royalty Interests for such Computation Period. Such Quarterly Statements shall include a statement, and any necessary supporting calculations, as to the status of the Company Interests Owner's performance of its Pratt recompletion obligations under Section 6.08 and any payments to be made pursuant thereto.
- 2.04. Royalty Owner's Exceptions to Quarterly Statements. If Royalty Owner shall take exception to any quarterly statement rendered by the Company Interests Owner, Royalty Owner shall notify the Company Interests Owner in writing within 180 days after the receipt of such statement, setting forth in such notice the specific matters complained of and to which exception is taken; and with respect to such complaints and exceptions as are justified,

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

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

ARTICLE III

1181 651 Recorded in Above DEED Book & Page

Payment and Determination of Royalty Interests Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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

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

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

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- 3.03. Overpayment. If at any time Company Interests Owner pays Royalty 6:26 PM

 W. Hardy http://www.arkyasanch

 Owner more than the amount due, Royalty Owner shall not be obligated docard humby arkyasanch

 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:
- 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

(a) Subject Gas.

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

- (ii) Subject Gas shall not include Gas unavoidably lost in the production thereof.
- (iii) Subject Gas shall include Gas produced from any Proration Unit used to operate the compression and dehydration facilities at the central gathering points, but shall not include (a) such Gas if previously included in Subject Gas, or (b) any other Gas produced from any Proration Unit that is used by the Company Interests Owner in conformity with historical practices for fuel gas for compression in connection with gathering from the Leased Land to a central delivery point and for field compression and production operations conducted for the purpose of producing Subject Gas.
 - (b) Receipt of Gross Proceeds.
- (i) Any cash consideration or other thing of value received by the Company Interests Owner for any Sale by Company Interests Owner of any of the Company Interests, or any part thereof, shall not be included in Gross Proceeds.
- (ii) If a controversy or possible controversy exists (whether by reason of any Legal Requirement, contract or otherwise) as to the correct or lawful sales price of any Subject Gas, then:

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 Recorded in Above

amounts withheld by the PurchaserOté depositor by indicade: 33 PM

W. Hardy HcCollus - Probate Judge
an escrow agent shall not be considered to be received by the Company

Interests Owner until actually collected by Company Interests Owner, but

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

- (b) amounts received by the Company Interests Owner and promptly deposited by it with a Non-Affiliate escrow agent, to be placed in interest bearing accounts under usual and customary terms, shall not be considered to have been received by the Company Interests Owner, but all amounts thereafter paid to Company Interests Owner by such escrow agent (including interest thereon) shall be considered to be amounts received from the sale of Subject Gas; and
- (c) amounts received by Company Interests Owner and not deposited with an escrow agent shall be considered to be received for purposes of determining Gross Proceeds.
- (c) Taxes. The Royalty Interests shall bear their proportionate share of Taxes; however, the Royalty Owner hereby authorizes and directs Company Interests Owner to deduct such Taxes from each payment to the Royalty Owner and pay (or cause to be paid) such Taxes on Royalty Owner's behalf.

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W. Hardy HcCollum - Probate Judge
Tuscaloosa County, Alabama

ARTICLE IV

Marketing of Subject Gas

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W. Hardy McCollum - Probate Judge

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.

Non-Liability of Royalty Owner

ARTICLE V

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W. Hardy HcCollum - Probate Judge
Tuscaloosa County, Alabama

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

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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 Conteyance shall oblighte 47:02 Pi W. Hardy httplilus - Probate Judge
Company Interests Owner to operate or continue to operate any well or local or individual in force or attempt to maintain in force any of the Leases when, in Company Interests Owner's opinion acting as would a reasonably prudent operator, as provided in Section 6.01, such well

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

- 6.04. Insurance. Company Interests Owner shall not be required to maintain insurance covering the Property upon the Company Interests or the risks incident to the operation 1181 658 Recorded in Above DEED Book & Page
- 6.05. No Right To Take Production In-Kind. Notwith standing rooting Production Inscalors Country, Alabama Contrary in this Conveyance, Royalty Owner shall have no right to take in kind the production of Gas attributable to the Royalty Interests.
- 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.

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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Tuscaloosa County, Alabama

ARTICLE VII

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Pooling and Unitization

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7.01. Pooled Company Interests. Each of the Company

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.

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

ARTICLE VIII

Government Regulation

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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

ARTICLE IX

Assignments

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

- 9.02. Separate Computation. If Company Interests Owner assigns, sells, transfers or otherwise conveys part, but not all, of the Company Interests then effective as of the date of such conveyance, in computing the Royalty Interests payable with respect to production from such conveyed Company Interests, Gross Proceeds attributable to the conveyed interest will be computed separately from the unassigned interest. From and after such separation, the obligations of each Company Interests Owner shall be several and shall relate only to the Company Interest owned by such Company Interests Owner.
- 9.03. Assignment by Royalty Owner. (a) Royalty Owner shall have the right to assign, sell, transfer, convey, mortgage or pledge all or an undivided interest in the Royalty Interests at any time in whole or in part. No such action will affect the method of computing Gross Proceeds, however, and if more than one Person becomes entitled to participate in the Royalty Interests, Company Interests Owner may withhold the information provided for in Article II from Royalty Owner until Company Interests Owner is furnished a recordable instrument executed by or binding upon all Persons owning an interest in such Royalty Interests designating one Person who is to receive such information.
- (b) If at any time the Royalty Owner is (i) made a Recorded in Above apply Judicial or O6/30/94 O1:50:0

 administrative proceeding seeking the cancellation or forfeiture of any Historia Structure 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

Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 20 of 61 1181 Mat 663

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. 1181

Recorded in Above 9.04. Change in Ownership. No change of ownership OSO 1854 10 1854 150:15 payment of amounts attributable to the Royalty Interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests, or of any and control to the royalty interests. W. Hardr McCollum - Probate Judge 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 DC01:33259.3 06/24/94 6:13pm

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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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parties hereto shall be by (a) personal delivery, (b) a nationally recognized overnight courter.

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W. Hardy McCollum - Probate Judge

Tuscalons County - All notices, statements and communications of the Society - All notices.

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Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 22 of 61 1181 Mar 665

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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W. Hardy McCollus - Probate Judge

of either party hereunder may change its address or designate a new I me address was

addresses for the purposes hereof by a similar notice given or directed to all parties interested.

hereunder at the time.

10.04. Successors and Assigns. Subject to the restrictions on assignments

set forth in Article IX, this Conveyance, and each and every provision hereof, shall be binding

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

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.

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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-23-

Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 24 of 61 1181 Page 067

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

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

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

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ASSIGNOR:

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W. Hardy McCollum - Probate Judse

Tuscaloosa County, Alabama

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

Bv:

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

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W. Hardy McCollum - Probate Judge
Tuscalcosa County, Alabama

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STATE OF No. CITY OF No

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.

My Commission Expires:

15, 1995 (Notarial Seal)

DANELLE GAGER Notary Public, State of New York No. 01GA5011697

Qualified in Bronx County Commission Expires June 15, 1998

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06/30/94 01:50:52 PM M. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

COUNTY OF

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 \(\sqrt{und} \), 1994.

My Commission Expires:

au 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

Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 28 of 61

1181 MAGE 671

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 DOMINIÓN 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 27 day of June, 1994.

Lene Makerne

Notary Public

My Commission Expires:

NOTARIAL SEAL IRENE MATERNA, Notary Public

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SCHEDULE A

Proration Units, Percentage Interests and Leases

This Schedule consists of two parts: Part I contains <u>inter alia</u>, 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.

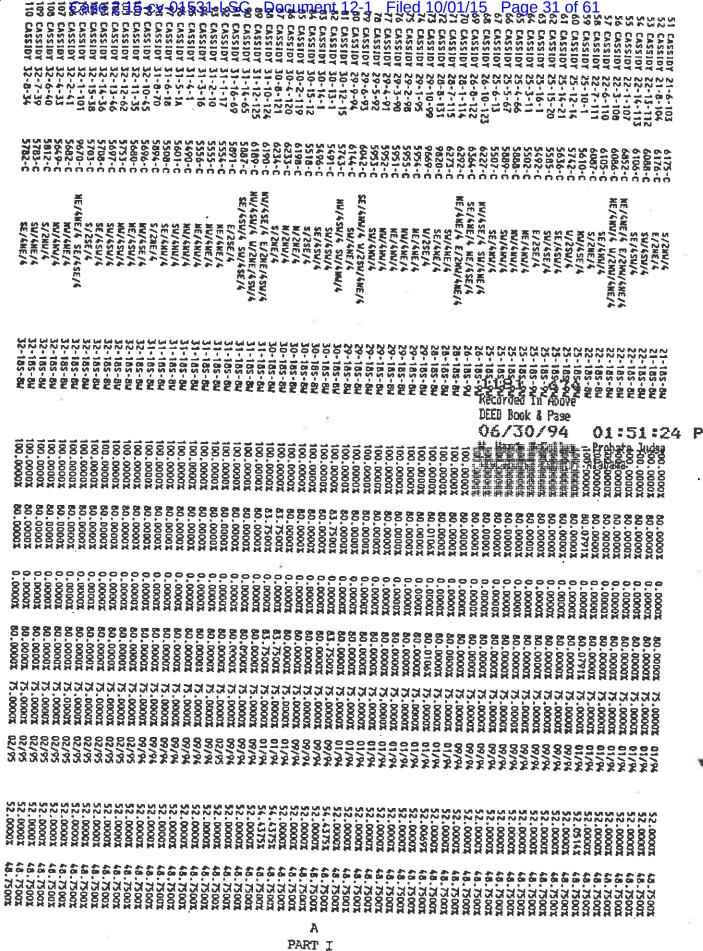
There are six separate Payout Units - Cassidy "A", Cassidy "B", Cassidy "C", USX "B", USX "C", and USX "D". As used in this Schedule, "Payout" means (a) with respect to the Cassidy "A" and USX "D" Payout Units, the date on which the cumulative average production from each well in the applicable Payout 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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PART 1 1181 PAGE 676

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PART I 1181° PAGE 682

Case 2:15-cv-01531-LSC Document 12-1 Filed 00/01/15 Page 40 of 61

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

SCHEDULE A

LEASE	LESSOR	LESSEE	RECORDING NE	T# LEASE	
NÙMBEF			BOOK/PAGE		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
?-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
}	Carrie Cunningham, et al	River Gas Co.	960/255	160.00	09/02/87
}	Raiford E. Cunningham	River Gas Co.	960/258	160.00	09/18/87
-A*	Jack H. McGuire, et ux	River Gas Co.	960/264	170.00	09/24/87
-B.	William B. McGuire, et ux	River Gas Co.	960/261	170.00	
	Nannie Turner	River Gas Corp		80.00	09/24/87
-A*	First Al. Bank-Alston Est.	River Gas Corp		650,00	10/20/87
-B	Woodrow Hobson, et ux	River Gas Corp.		70.00	10/20/87
-A	Walter Lee Howell	River Gas Co.	960/294	17.78	10/23/87
-B	Billy Jack Howell	River Gas Co.	960/297	17.78 17.78	10/12/87
-C	James Donald Howell	River Gas Co.	960/300	17.78	10/12/87
- D	Lois Howell Galloway	River Gas Co.	960/303		10/12/87
-E	Cyrus Patton Howell	River Gas Co.	960/306	17.78	10/12/87
-F	Aubery O. Howell	River Gas Co.	960/309	17.78	10/12/87
-G	Maudeen Howell Palmer	River Gas Co.	960/312	17.78	10/12/87
-H	Rodney Rozelle Howell	River Gas Co.	0602151181	42.78 48.3	10/12/87
-I	Cynthia Howell Holmes	River Gas Co.	MOCOFOON	in Abbooks	10/12/87
-J	Dellavinia S. H. Brasher	River Gas Corp.	POO/354DEED Rook	% 단하는/Q	10/12/87
-A	Jessie Ola Sessions	River Gas Co.	1011/4986/30)/94/8 0	1 9572/892
-B	Lela B. Clements	River Gas Co.	960/2674, Hardy	McCoAQUSO - Pr	obateO9v69e
-C	Susie L. Bolton	River Gas Co.	960/270Tuscalons		
D	Walter R. Watson	River Gas Co.	960/273	40.00	10/08/87
·E	Naomi Ruth Marcum	River Gas Co.	960/276	20.00	10/08/87
	Mildred L. Davis, et vir		960/279	20.00	10/08/87
	Buster Hallman, et ux	River Gas Co. River Gas Co.	960/282	160.00	09/24/87
	Ella R. Davis		960/285	40.00	10/02/87
	Frank Maxwell Jr., et ux	River Gas Co.	960/288	80.00	10/03/87
	First Rep. Bank of	River Gas Co.	960/291	60.00	10/08/87
	Corsicana (Davant)	River Gas Corp.	968/040	840.00	02/05/88
	George Christian, et al	Division of the			
	George S. Wright, et al	River Gas Co. Inc		120.00	01/15/88
	Alice D. Reynolds, et al (Scarcy-	River Gas Co. Inc	* * * *	160.00	01/18/88
	Christian - Mayfield)	River Gas Corp.	969/295	837.64	12/23/87
۸	George B. Rayburn, et al (Sam	D. C. A			
	Friedman Estate)	River Gas Corp.	972/278	64.00	04/15/88
·B					
~	Helen F. Blackshear, et al (Annie L. F. Estate)	River Gas Corp.	972 <u>/2</u> 82	16.00	04/15/88
			(0)		
Α	Chevron U.S.A. Inc. J.J. Mayfield	River Gas Corp.	971/437	480.00	03/24/88
13	C C INTERNATIONAL	River Gas Corp.			

A PART II -1-

23-B*	Richard P. Holman, et al	River Gas Co., Inc	. 974/294	500.00		
25	Lily S. Thornbill, et al	River Gas Corp.	974/247	500.00	01/14/88	
26	George Hinton Holman	River Gas Corp.	977/110	120.00	04/01/88	
33-A	Francis C. Glisson	River Gas Corp.	991/199 =	80.00	05/12/88	
33-B	Robert P. Colburn	River Gas Corp.	991/202	40.00	08/15/88	
34-A	Margie Hayes, et vir	River Gas Corp.		40.00	08/15/88	
34-B	Ervin Z. Foley	River Gas Corp.	991/193	160.00	08/12/88	
35	Wood Roe Earnest, et ux	River Gas Corp.	991/196	160.00	08/12/88	
40A	Woodrow Hobson, Jr., et ux	River Gas Corp.	990/585	45.00	08/18/88	
40-B	Lena Hobson, et al	River Gas Corp.	991/069	17.78	09/24/88	
40-C	Marie Lawler, et vir	River Gas Corp.	991/114	8.89	08/31/88	
40-Đ	George Zik, et ux	River Gas Corp.	991/118	35.56	08/19/88	
40-E	Charlotte McEachin	River Gas Corp.	991/121	8.89	08/22/88	
42-A	Charles C. Earnest, et vir	River Gas Corp.	991/124	8.89	08/23/88	
42-B	Annie M. Earnest	River Gas Corp.	991/127	186.06	08/05/88	
42-C	Helen A. Randolph	River Gas Corp.	991/136	10.53	08/29/88	
42-D	Jean A. Bryant	River Gas Corp.	991/130	21.06	08/29/88	
42-E	Margaret E. Toxey	River Gas Corp.	991/133	21.06	08/29/88	
42-F	Herman B. Earnest, et ux	River Gas Corp. River Gas Corp.	991/142	16.85	08/29/88	
42-G	Melba Earnest	River Gas Corp. River Gas Corp.	991/163 991/139 1 1 8	1 684	08/30/88	
42-H	Eunice Earnest Crump		#828 PA	ed in Aboye	08/29/88	
42 I	Lera Earnest Brazier	River Gas Corp.	AATATO PEED B	cok & Pade 15	08/30/88	
42-J	Henry F. Earnest	River Gas Corp.	991/16006/	30/94 ¹⁵ 0	1 9839/828	PM
42-K	Vera Earnest Reed	River Gas Corp.	991/148U, Har	dy McCol Fuis- Pr	robalt@/30/@de	
42-L	William R. Goodman	River Gas Corp.	991/145Tuscal	oosa Countins Ala	aban@8/30/88	
42-M	James A. Earnest	River Gas Corp.	991/166	6.15	09/12/88	
42-N	Inez Earnesi, et al	River Gas Corp.	991/154	6.15	08/30/88	
43-A	Lester Pettus	River Gas Corp.	991/157	6.15	08/30/88	
43-B	Katherine C. Grantham	River Gas Corp.	991/218	40.00	08/31/88	
50	Chevron USA, Inc.(P)	River Gas Corp.	991/221	40.00	09/28/88	
51	Chevron USA, Inc.	River Gas Corp.	991/564	80.00	08/31/88	
54-A	W. Bruce Baughman	River Gas Corp.	991/559	160,00	08/31/88	
54-B	Nell S. Pearson, et al	River Gas Corp.	991/227	82.07	09/07/88	
57	Melvin Pearson	River Gas Corp.	991/224	82.07	09/07/88	
58	Richard P. Holman, et al	River Gas Corp.	991/209	80.00	08/18/88	
59	Mary Earnest	River Gas Corp.	990/607	440.00	09/16/88	
64-A	Susan Herz and Robert Herz	River Gas Corp.	990/588	20.00	09/22/88	
64-B	Morris Victor Friedman & Emily Ann	River Gas Corp.	992/523	26.67	09/29/88	
	Friedman Bliss	River Gas Corp.	1044/107	80.00	02/27/90	
64~C	Martha Fehskens	D: C 6				
64-D	Lois Hilgeman	River Gas Corp.	1051/315	13.34	03/06/90	
64-E	Anne L. Zimmerman	River Gas Corp.	1051/318	13.34	04/06/90	0
64 – F	Arthur L. Stern, III et al, Trustee	River Gas Corp.	1054/462	20.00	06/04/90	
	Molly S. Stern, Estate	River Gas Corp.	1064/252	13.34	08/24/90	
64~G	Louise S. Louis	Di o o				
66-A	Bessie L. Poole	River Gas Corp.	1064/255	13.34	09/11/90	
66-B	Annie Myrtle Livingston	River Gas Corp.	990/594	15.00	10/03/88	
66-C	Leslie L. Rhodes	River Gas Corp.	990/597	15.00	10/03/88	
66~D	Dorothy P. Lucas	River Gas Corp.	990/600	15.00	10/03/88	
68-A	James L. Stothart, AIF for Alice	River Gas Corp.	990/604	7.50	10/04/88	
	oroman, with for Alice	River Gas Corp.	991/072	8.18	10/06/88	×31.
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PART II

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		Case 2:15-cv-01531-LSC Do	ocument 12-1 Filed	10/01/15 Pa	age 42 of 61		
		S. Stotbart	1181 MGE 68	เอ			
	68-B	Kathryn D. Glover	Director of				
	68-C	Sally Bland Glover, AIF for	River Gas Corp.	991/110	5.45	10/10/88	
		Williamson Allyn Glover	River Gas Corp.	991/076	5.45	10/11/88	
-	68-D	Katherine James Miller	Pi C - C				
	68-E	Robison Brown James	River Gas Corp.	991/234	1.09	10/12/88	
	68-F	Marion James Bryan	River Gas Corp.	991/230	1.53	10/12/88	
	68-G	Elizabeth James Moffitt	River Gas Corp.	991/085	1.75	10/12/88	
	68-H	Nicholas H. Brown	River Gas Corp.	992/529	1.09	10/12/88	
	68-1	Albert Pinson Carpenter, Jr.	River Gas Corp.	1048/085	2.73	03/22/90	
	68-J	Cato Douglas Glover Carpenter	River Gas Corp.	1051/285	0.61	04/04/90	
6.	68-K	Sally Bland Glover Johnson	River Gas Corp.	1048/089	0.61	04/04/90	
	68-L	Katherine Williams C. Patterson	River Gas Corp.	1048/093	1.82	04/04/90	
	68-M	Ercle Frederick Herbert, III	River Gas Corp.	1051/289	0.61	04/04/90	
	68-N	Albert Pinson Carpenter, Sr.	River Gas Corp.	1055/503	0.91	04/04/90	
	68-Q	Marcia Newsom	River Gas Corp.	1052/298	3.15	04/24/90	
	68-P	Harris Waller Seed, Jr.	River Gas Corp.	1051/293	1.36	05/01/90	
	68-Q	John Laurence Manning Herbert	River Gas Corp.	1058/067	2.73	03/23/90	
	68-R	Aaron McCracken	River Gas Corp.	1059/114	0.91	04/04/90	
	68-S	Campbell Dirck Keyser	River Gas Corp.	1057/225	2,73	05/01/90	
	68-T	Cordette McCracken Grimsey	River Gas Corp.	1059/703	5.45	05/16/90	
	68-U	Randall Brown	River Gas Corp.	1063/432	2.73	03/20/90	
	71-A	Edward D. Turner, et ux	River Gas Corp.	1067/157	2.73	03/22/90	
	71-B	Evelyn Bagwell, et vir	River Gas Corp.	991/242	16.00	10/12/88	
	71-C	Estelle T. Boyd, et vir	River Gas Corp.	991/248	16.00	10/14/88	
	71-D	Christine T. Colburn, et vir	River Gas Corp.	991/260	16.00	10/15/88	
	71-E	Birtic Foley, et vir	River Gas Corp.	991/245	16.00	10/15/88	
	71-F	Elsie Payne	River Gas Corp.	991/25 /118 :		10/15/88	
	71-G	William V. Turner, et ux	River Gas Corp.	991/25 Records	ed in Aboyeo	10/15/88	
	71-H	James U. Doss, et ux	River Gas Corp.	991/26 DEED BO	30 CO 200	1878833	D3/
	71-I	Joe D. Turner, et ux	River Gas Corp.	991/269 Harr		1040	PM
	71-J	Berniece Lewis	River Gas Corp.	991/269 _{[u5cale}	wsa Codaty Alaba	m40/18/88	
	72	James W. Price, et ux	River Gas Corp.	991/254	16.00	10/20/88	
	74-A	Evelyn T. Hinds	River Gas Corp.	990/591	15.00	10/14/88	
	74-B	Roy D. Grammer	River Gas Corp.	992/533	17.78	11/01/88	
	74-C	Vader Venable	River Gas Corp.	992/542	17.78	11/14/88	
	74~D	Jewel Jones	River Gas Corp.	992/545	17.78	11/14/88	
	74-E	Viola Dickey	River Gas Corp.	992/536	17.78	11/14/88	
	74-F	Edelean Pennell	River Gas Corp.	992/539	17.78	11/14/88	
	74 ~ G	Lorene Grammer	River Gas Corp.	992/548	17.78	11/15/88	
	74-H	Patsy Carnaghi	River Gas Corp.	997/127	17.78	11/15/88	
	'4~I	Charles Grammer	River Gas Corp.	1004/727		01/24/89	
	4-J	Fred Grammer	River Gas Corp.	1004/721		01/24/89	
	4-K	J.R. Grammer	River Gas Corp.	1004/715		01/24/89	
	4-L	Eddie Grammer	River Gas Corp.	1004/718		01/24/89	
	4-M	Jerry Grammer	River Gas Corp.	1004/733		01/24/89	
	4-N	Jimmy Grammer	River Gas Corp.	1004/736		1/24/89	
	4-0	Phillip Grammer	River Gas Corp.	1004/742)1/24/89	
	4-P	Evis Gray	River Gas Corp.	1004/730		1/24/89	
	1-Q	Pauline Layne	River Gas Corp.	1004/751	_	1/24/89	
, -	- ~	. Zumie Layne	River Gas Corp.	1004/748		1/24/89	
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	Case 2:15-cv-01531-LSC	Document 12-1 File	ed 10/01/15	Page 43 of	61	
74-R	Carolyn Lewis	River Gas Corp.	1004004			
74-S	Dorothy Piety	River Gas Corp.		1.31		
74-T	Shirley Wortman	River Gas Corp.		1.37		
74-U	May Belle Grammer	River Gas Corp.	,	1.37		
74-V	Margaret A.S. Capps	River Gas Corp.	,,,	1.37	,, -,	
74-W	Glenda S.S. Headley	River Gas Corp.		1.48	,	
74-X	Norma Lou Hope	River Gas Corp.	1004/787	1.48		
74-Y	Levon S. Seale	River Gas Corp.	1004/775	1.48	,, -,	
74-Z	Carl N. Smith	River Gas Corp.	1004/772	1.48		
74-AA		River Gas Corp.	1004/763 1004/757	1.48		
74-BB	Leonard R. Smith	River Gas Corp.	1004/760	1.48		
74-CC	Ruby Alma Smith	River Gas Corp.	1004/700	1.48	03/15/89	
74-DD	Will Larry Smith	River Gas Corp.	1004/7/8	1.48	03/15/89	
74-EE	Dorothy R.S. Snow	River Gas Corp.	1004/784	1.48	03/15/89	76
74-FF	Emma J.S. Staggs	River Gas Corp.	1004/769	1.48	03/15/89	
74-GG	Jo Ann Smith	River Gas Corp.	1011/480	1.48	03/15/89	
74-HH	Steven Wayne Smith	River Gas Corp.	1011/483	0.37	05/10/89	15
74-II	Troy David Smith	River Gas Corp.	1012/712	0.37	05/10/89	
74-JJ	Ronald Dean Smith	River Gas Corp.	1017/075	0.37	05/10/89	
74-KK	Gary Grammer	River Gas Corp.	1022/066	0.37	07/06/89	
74-LL	Denice Grammer Cruz	River Gas Corp.	1022/069	0.32	08/08/89	
74-MM	James Grammer	River Gas Corp.	1022/059	0.32	08/08/89	
74-NN	Debra Ann Engebretsen	River Gas Corp.	1024/003	0.32	08/16/89	
74-00	Nancy McCaffrey	Piner Con Con	1024/00.3	0.32	08/08/89	
74-PP	Gertrude Turner Barnett Hallman,	AJF River Gas Corp.		0.32	08/16/89	
75	Roy E. Turner	тичет од остр.	1044/09#18		01/08/90	
75 76	Roy E. Turner Alabama Power Co.		Record	ed in Above		
76	Roy E. Turner Alabama Power Co. USX Corporation	River Gas Corp.	Record	ed in Above cok & Pageso	01/01/89	Рм
76 77	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price	River Gas Corp. River Gas Corp.	Record	ed in Above cok & Pageso	01/01/89	PM
76 77 78	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV	River Gas Corp. River Gas Corp. River Gas Corp.	Record 1008/63EEB B 1005/239 6 / 3 1001/35/r Hard	ed in Above cok & Pageso 30/9/438 dy McCollum - P	01/01/89) 1 02/03/8/4 1 robate liu/42 abana /07/89	PM
76 77 78 79–A	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert	River Gas Corp. River Gas Corp. River Gas Corp. River Gas Corp.	Record 1008/61EED B 1005/213 6 / 3 1001/35 Hard 1004/711	ed in Above cok & Pageso 30 47438 dv McCollino - Pousa County Ali	01/01/89 11 02/64/894 1 robate linda abails 07/07/89 02/07/89	PM
76 77 78 79 – A 79 – B	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert	River Gas Corp.	Record 1008/63EED B 1005/213 6 / 1 1001/33D Hard 1004/711 1004/796	ed in Above cok & Pageso 30/27/438 dv McCollino posa County, Al 160.00	01/01/89 1 05/63/854 1 robate	PM
76 77 78 79 – A 79 – B 79 – C	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 1 1001/337 Hard 1004/711 1004/796 1004/790	ed in Above cok & Pageso 30 47438 dy McCollin - Pageso cosa County Ali 13.33 13.33	01/01/89 11 02/03/85/11 robate higher abans/07/89 02/07/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley	River Gas Corp.	Record 1008/61EEB B 1005/213 6 / 3 1001/350 Hard 1004/711 1004/796 1004/790 1004/793	ad in Above cok & Pageso 30 47438 dv McColling - Pageso consa County Ali 160.00 13.33 13.33 13.33	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton	River Gas Corp.	Record 1008/63EEB B 1005/243 6 / 1 1001/35D Hard 1004/711 1004/796 1004/790 1004/793 1004/799	ad in Above cak & Pageso 30 / 7/4/38 dv Mctollino - Pl cosa County Ali 160.00 13.33 13.33 13.33 13.33	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – F	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton	River Gas Corp.	Record 1008/6/19 B 1005/21 6 / 1 1001/35 Hard 1004/71 1 1004/796 1004/790 1004/793 1004/799 1006/596	ad in Above cak & Page50 30 27/438 dv McColling Prosa County Ali 160.00 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/04/89 11 02/04/89 12/07/89 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – F 79 – G	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mac Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 1 1001/35t Hard 1004/791 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599	ad in Above cok & Pageso 30 A 774 38 dv McCollino - Pageso consta County Ali 160.00 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – F 79 – G 79 – H	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert, et al Trustees	River Gas Corp.	Record 1008/63EEB B 1005/243 6 / 3 1001/33D Hard 1004/711 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603	ad in Above cak & Pareso 30 / 7/4/38 dv Mctoling cosa County Ali 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – F 79 – G	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert	River Gas Corp.	Record 1008/63EEB B 1005/243 6 / 1 1001/33D Hard 1004/711 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603 1006/606	ad in Above cak & Paæso 30 / 7/438 dv McCollino P. cosa Conty Al: 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/63/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – F 79 – G 79 – H 79 – I	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman	River Gas Corp.	Record 1008/63EEB B 1005/213 6 / 1 1001/35F Hard 1004/791 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640	ad in Above cok & Pageso 30 A 72438 dy McColling - Pageso construction Ali 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/64/89 11 02/64/89 12/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89	PM
76 77 78 79 – A 79 – B 79 – C 79 – E 79 – E 79 – F 79 – H 79 – I 80	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 3 1001/35T Hard 1004/796 1004/790 1004/790 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807	ad in Above cok & Pareso 30 / 7/4/38 dv Mctoling posa County Ali 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/07/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/30/89	PM
76 77 78 79-A 79-B 79-C 79-E 79-F 79-G 79-H 79-I 80 81	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements	River Gas Corp.	Record 1008/63EEB B 1005/243 6 / 1 1001/33D Hard 1004/711 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/807	ad in Above cak & Pareso 30 / 7/4/38 dv McColling Dosa County Al: 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33	01/01/89 11 02/03/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89	
76 77 78 79 – A 79 – B 79 – C 79 – D 79 – E 79 – G 79 – H 79 – I 80 81 81	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 1 1001/33 Hard 1004/796 1004/790 1004/790 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/802 1004/810	ad in Above cak & Page50 30 27 438 dv McColling Prosa Confict Ali 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.38	01/01/89 1 02/03/89 1 02/03/89 1 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/20/89 03/20/89	PM
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-I 80 81 82 S3	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 1 1001/35 Hard 1004/796 1004/790 1004/790 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/802 1004/810 1004/813	ad in Above cak & Pareso 30 / 7/4/38 dv Mctoling cosa County Ali 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.38	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-I 80 81 82 83 85	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux Buster N. Hallman	River Gas Corp.	Record 1008/63EEB B 1005/213 6 / 1001/35D Hard 1004/711 1004/796 1004/790 1004/793 1004/799 1006/596 1006/603 1006/606 1008/640 1004/807 1004/802 1004/813 1006/612	ad in Above cak & Pareso 30 / 7/4/38 dv Mctoling Dosa County Al: 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 64.00 52.00 8.00 8.00 8.00	01/01/89 11 02/03/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 04/07/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-G 79-H 79-I 80 81 82 83 85 36-A	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux Buster N. Hallman Myrtle Sellers Falkner	River Gas Corp.	Record 1008/63EEB B 1005/213 6 / 1001/33	ad in Above cak & Pareso 30 / 7/4/38 dv McCollino 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.30	01/01/89 11 02/03/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 04/07/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-G 79-H 79-I 80 81 82 93 35 36-A 36-B	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kédric Courington, et ux Buster N. Hallman Myrtle Sellers Falkner Mary Bevan	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 1 1001/35 Hard 1004/796 1004/790 1004/799 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/807 1004/802 1004/813 1006/612 1008/637 1008/637	ad in Above cak & Pareso 30 27438 dv McColling posa Conney Al 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 64.00 52.00 8.00 8.00 8.00 20.00 20.00	01/01/89 1 02/04/89 1 02/04/89 1 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 04/07/89 04/27/89 10/18/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-G 79-H 79-1 80 81 82 83 85 36-A 36-B 36-C	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux Buster N. Hallman Myrtle Sellers Falkner Mary Bevan Wilton L. Christian, et ux	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 3 1001/35 Hard 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/802 1004/813 1006/612 1008/637 1028/359 1028/359	ad in Above cak & Pareso 30 / 7/4/38 dy Mctoling Dosa County Al: 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.30 64.00 52.00 8.00 8.00 20.00 20.00 20.00 0.57	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 04/07/89 04/27/89 10/18/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-G 79-H 79-I 80 81 82 83 85 36-A 36-B 36-C 36-D	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux Buster N. Hallman Myrtle Sellers Falkner Mary Bevan Wilton L. Christian, et ux Myrtle A. Colburn, et al	River Gas Corp.	Record 1008/63EEB B 1005/213 6 / 1001/33	ad in Above cak & Pareso 30 / 7/4/38 dv Mctoling 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.37 13.37 13.37 13.37 13.37 13.38 13.88 13.8	01/01/89 11 02/03/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 03/23/89 04/07/89 10/18/89 10/20/89	
76 77 78 79-A 79-B 79-C 79-D 79-E 79-F 79-G 79-H 79-I 80 81 82 83 85 36-A 36-B 36-C 36-D	Roy E. Turner Alabama Power Co. USX Corporation Ludie Mae Price James J. Mayfield IV Athial M. Gilbert Elgin W. Gilbert Clayton B. Gilbert Clara E. Stanley Mary Alice Burton Betty Sue Howton Ronald Gilbert Gary D. Gilbert, et al Trustees Nason Gilbert Maezell C. Hallman Paul C. Naugher, et ux Clayton H. Clements Valeria C. Hallman Kedric Courington, et ux Buster N. Hallman Myrtle Sellers Falkner Mary Bevan Wilton L. Christian, et ux	River Gas Corp.	Record 1008/63EEB B 1005/23 6 / 3 1001/35 Hard 1004/796 1004/790 1004/793 1004/799 1006/596 1006/599 1006/603 1006/606 1008/640 1004/807 1004/802 1004/813 1006/612 1008/637 1028/359 1028/359	ad in Above cak & Pareso 30 / 7/4/38 dy Mctoling Dosa County Al: 160.00 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.33 13.30 64.00 52.00 8.00 8.00 20.00 20.00 20.00 0.57	01/01/89 11 02/64/89 12 02/07/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/16/89 03/20/89 03/20/89 03/20/89 03/23/89 03/23/89 04/07/89 04/27/89 10/18/89	

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	Case 2:15-cv-01531-LSC D	ocument 12-1 Filed 10)/01/15 Page	44 of 61		
86-G	Ana A. Hallman	A LOT PAGE () River Gas Corp.	1028/371	4.00	40.00.00	
86-H	Lottie Powell	River Gas Corp.		4.00	10/20/89	
¥ 86− <u>,</u> I	Larry Sullivan	River Gas Corp.	1028/380	2.85	10/20/89	
86-J	Nelda Faye Wells	River Gas Corp.	1028/386	0.57	10/20/89	
86-K	Dannie H. Yarbrough, et vir	River Gas Corp.	1028/365	0.57	10/20/89	
86-L	Billy Ray Dunn, et ux	River Gas Corp.	1028/368	4.00	10/20/89	
86-M	Junior Edley Dunn		1028/395	0.95	10/23/89	
86-N	Preston Haliman, et ux	River Gas Corp.	1028/404	0.95	10/23/89	
86-O	Fannie B. Mitchell, et vir	River Gas Corp.	1028/389	3,33	10/23/89	
86-P	Brady Simpson, et ux	River Gas Corp.	1028/392	0.95	10/23/89	
86-Q	Clora Moore, et vir	River Gas Corp.	1028/398	2.85	10/23/89	
86-R	Lona Morgan, et vir	River Gas Corp.	1028/401	3.33	10/24/89	
86-S	Beverly B. Bergen	River Gas Corp.	1028/407	3.33	10/24/89	
86-T	Mildred Buchanan, et vir	River Gas Corp.	1028/425	1.33	10/25/89	
86-U	Ann B. Creel, et vir	River Gas Corp.	1028/413	5.00	10/25/89	
86-V	Ola Frost, et vir	River Gas Corp.	1028/422	1.33	10/25/89	
86-W	Eldridge Jackson, et ux	River Gas Corp.	1028/416	5.00	10/25/89	
86-X	Mary Ruth Simpson	River Gas Corp.	1028/419	5.00	10/25/89	
86-Y	Elmer H. Abston, et ux	River Gas Corp.	1028/410	0.71	10/25/89	
86-Z	John Abston by AIF Marlene	River Gas Corp.	1028/434	0.57	10/31/89	
	Abston Simmons	River Gas Corp.	1028/428	0.57	10/31/89	
86-AA	Marlene A. Simmons	River Gas Corp.				
86-BB		River Gas Corp.	1028/431	0.57	10/31/89	
86-CC	Rosalind G. Henderson, et vir Louise Jones	River Gas Corp.	1032/574	1.66	10/20/89	
86-DD		River Gas Corp.	1031/379	0.57	10/20/89	
86-EE	Jean Hudson, et vir	River Gas Corp.	1031/382	3.33	10/24/89	
86-FF	Leon Hallman, et ux	River Gas Corp.	1031/385	3.33	10/24/89	
86-GG	Allen Boling	River Gas Corp.	1031/388	1.33	10/25/89	
86-HH	Wilma Lee Booth, et vir	River Gas Corp.	1031/394	0.47	10/27/89	
86-II	Bertha Lee Dunn	River Gas Corp.	1031/397	0.47	10/27/89	
86-JJ	Mellwynn Morrow Price	River Gas Corp.	1031/400181	68.47	10/27/89	
86-KK	James W. Price, et ux	River Gas Corp.	1031/463 corded	in About 7	10/27/89	
86-LL	Barbara E. Price Lunceford, et vir	River Gas Corp.	1031/30FED Book	1 Pase47	10/27/89	
	Claudean Davis, et vir	River Gas Corp.	1031/4086/30	0/9 ₆₅₇ 0:	1 57847	F
86-MM	Howell G. Abston	River Gas Corp.	1031/400 Hardy 1031/412 1031/412	HcColling - Pro	bate lidee	
86-NN	William A. Bittner, Jr. et al	River Gas Corp.	1031/412	4.00	11/01/89	
86~00	Wilburn Sullivan	River Gas Corp.	1028/437	0.57	11/02/89	
86-PP	Amanda Gail Burroughs, et vir	River Gas Corp.	1031/415	0.24	11/06/89	
86-QQ	Tony Dennis Rogers	River Gas Corp.	1031/421	0.35	11/06/89	
86-RR	Harvey David Simpson, et ux	River Gas Corp.	1031/418	0.71	11/06/89	
86-SS	Cecil L. Simpson, Jr.	River Gas Corp.	1031/427	0.24	11/06/89	
86-TT	Darlene Latham, et vir	River Gas Corp.	1031/424	0.35		
86-UU	Shaun Cassidy by AIF Bortha Lee	River Gas Corp.	1031/430	0.47	11/06/89	
	Price Dunn		1002,00	0.47	11/08/89	
86-VV	Dale Hallman Carter, et ux	River Gas Corp.	1032/577	3.33	11/12/00	
86-WW	Cheryl Ann Singley	River Gas Corp.	1032/580	0.24	11/13/89	
86-XX	Ruth Hallman McCrary	River Gas Corp.	1034/539		12/04/89	
87	Jerry F. Colwell	River Gas Corp.	1011/486	4.00	12/06/89	
88	Margaret Rice Deal, et vir	River Gas Corp.	1011/489	600.00	05/15/89	
89	Una M. Clements, et al	River Gas Corp.	1011/660	67.60	05/16/89	
90	Leah F. O'Hara	River Gas Corp.	1014/660	80.00	04/01/89	
		3 CO1p,	10141000	80.00	08/09/89	

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	Cu3C 2.13 CV 01331 E3C DC		.u 10/01/15 1 (age 45 01 01	_	
91	Gulna Louise Crunk	River Gas Corp.	1022/075			
92	Lafayette Ruffin, et ux	River Gas Corp.	1022/030	3.50	08/28/89	
93	Richard P. Holman, et al	Amoco Productio		0.13	08/28/89	
94	Alfa Life Insurance Co.	River Gas Corp.	-,, (, 1)	100.00	8/26/88(H)	
96-A	Ollie J. Moore	River Gas Corp.	1025/348	161.35	09/01/89	
96-B	Rita Mae Moore Welch	River Gas Corp.	1032/583	10.00	11/14/89	
96-C	Clara Moore	River Gas Corp.	1032/586	2.00	11/14/89	
96-D	Ollie Moore Graves Kyzer	River Gas Corp.	1032/589	1.67	11/15/89	
96-E	Louise Theresa Moore Harkey		1032/592	20.00	11/15/89	
96-F	Mary Ellen Moore Smith	River Gas Corp.	1032/598	2.00	11/15/89	
96 – G	Irma Mary Moore Langford Bushelon	River Gas Corp.	1032/601	2.00	11/15/89	
96 – H	Lou Alma Breland Bamburg		1032/595	2.00	11/15/89	
96-1	Irene Glass	River Gas Corp.	1032/607	5.00	11/16/89	
96-J	Geraldine Moore	River Gas Corp.	1032/604	1.67	11/16/89	6.5
96-K	Inex Breland Jones	River Gas Corp.	1032/610	1.67	11/16/89	
96-L	Pauline Breland Crawford	River Gas Corp.	1032/613	0.45	11/20/89	
96-M	Betty Margaret Breland Epps	River Gas Corp.	1032/616	0.45	11/20/89	
96-N	Lois Breland Nichols	River Gas Corp.	1032/622	0.45	11/20/89	
96-O	John Milton Breland	River Gas Corp.	1032/619	0.45	11/20/89	
96-P	Elizabeth Breland Martin	River Gas Corp.	1032/625	0.45	11/20/89	
96-Q	Jean Breland Josey	River Gas Corp.	1032/628	0.45	11/20/89	
96-R	Evelyn Breland Hughey	River Gas Corp.	1032/631	0.45	11/20/89	
96-S	Faye Breiand Colburn	River Gas Corp.	1032/634	0.45	11/20/89	
96-T	William Franklin Breland	River Gas Corp.	1032/637	0.45	11/20/89	
96-U	Betty Breland Lovelady	River Gas Corp.	1032/640	0.71	11/22/89	
96-V	Lucille Breland	River Gas Corp.	1032/643	0.71	11/22/89	
96-W		River Gas Corp.	1032/646	0.71	11/22/89	
96-X	Phyllis Breland Green	River Gas Corp.	1032/649	0.71	11/22/89	
96-Y	Wallace Harold Breland	River Gas Corp.	1032/664	0.71	11/22/89	
96-Z	Peggy Breland Crews	River Gas Corp.	1032/661	0.71	11/22/89	
96-AA	Fannie Breland Riley	River Gas Corp.	1032/658	1.00		
96-BB	Olis Wayne Breland	River Gas Corp.	1032/655	1.00	11/22/89	
96-CC	Gary Breland	River Gas Corp.	1032/652	0.71	11/22/89	
96~DD	C.L. Moore	River Gas Corp.	1032/667	5.00	11/22/89	
96-EE	DeLois H. Moore	River Gas Corp.	1032/670	2.00	11/28/89	
96-FF	Ludie C. Hill	River Gas Corp.	1032/671181		11/28/89	
96-GG	Billy Moore	River Gas Corp.	1032/67 Recorded	688	11/28/89	
96~HH	Wayne Moore	River Gas Corp.	1032/67 BEED Book	TU HDOARD	11/30/89	
96-11	Manley David Breland	River Gas Corp.	1036/3496/30)/9 _{1/45} 01	11/30/89	PM
96-JJ	Alvin C. Breland	River Gas Corp.	1036/34 W. Hardy i	McCollum - Prob	1926/8951	9 h j
	Claude Spencer Breland	River Gas Corp.	1036/34 W. Hardy i 1036/348 uscaloos	a County Alaba	11720789°	
96-KK	James Shirley Breland	River Gas Corp.	1034/545			
96-LL	William Frank Breland	River Gas Corp.	1034/548		11/22/89	1
96-MM	Louise Moore Barnes	River Gas Corp.			11/28/89	
96-NN	Virginia Moore Lawson	River Gas Corp.	1036/368		11/30/89	
96-00	Charles E. Moore	River Gas Corp.	1034/551		11/30/89	
96-PP	Ludie C. Moore	River Gas Corp.	1036/365		11/30/89	
96-QQ	Troy E. Moore	D' -	1034/554		1/30/89	
96-RR	Perlie Moore Graham	70.	1034/557		1/30/89	
96-SS	Verlie Moore Winstead	D	1034/560	2.00 I	2/04/89	
96- T I	Buena Moore Gray	D' -	1036/371	2.00 1	2/04/89	
	-	River Gas Corp.	1034/563		2/05/89	•
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	(Case 2:15-cv-01531-LSC [Document 12-1	Filed 10		e 46 of 61		
	96-UU	Betty Ann Moore	-1181	286 jag				
	96-VV	Dorothy J. Moore	River	Gas Corp.	1034/566	2.00	12/05/8	9
٠	96-WW	Jack Moore		Gas Corp.	1036/374	2.00	12/05/89	
	96-XX	James D. Moore	River	Gas Corp.	1036/354	0.50	12/05/89	
	96-YY	Kate Moore		Gas Corp.	1032/682	2.00	12/05/89	
	96-ZZ	Rayburn L. Moore		Gas Corp.	1034/569	0.50	12/05/89	
	96-AAA	Pat Moore Powell		Gas Corp.	1034/572	0.50	12/05/89	
	96-BBB			Gas Corp.	1036/351	0.50	12/05/89	
,	96-CCC	The state of the s		Gas Corp.	1034/575	2.00	12/06/89	
	96-DDD	Terms moore coleman	River	Gas Corp.	1034/581	3.33	12/07/89	
	96-EEE			Gas Corp.	1034/584	3.33	12/07/89	
	96-FFF	Waymon Gerald Moore		Gas Corp.	1034/587	3.33	12/07/89	
	96-GGG	Eloise Moore Phelps	River (Gas Corp.	1034/578	3.33	12/07/89	
	96-HHH	The state of the s		Gas Corp.	1034/590	3.33		
	96~III		River (Gas Corp.	1034/593	4.00	12/07/89	
	96-JJJ	Jesse Gordon Hartley		as Corp.	1034/596	4.00	12/11/89	
		Lonnie Oneal Hartley		as Corp.	1034/599	4.00	12/11/89	
	96-KKK	Van Harltey Shigley		as Corp.	1036/357		12/11/89	
	96-LLL	Gerald B. Hill		as Corp.	1036/360	4.00	12/11/89	
	96-MMM	OI TATOLCEMON		as Corp.	1034/602	1.25	12/12/89	
	96-NNN	James Ludie Moore	River G	as Corp.	1034/605	0.11	12/12/89	
	96-000	Jimmy Nell Hartley, individually		аз Согр.	1034/603	1.66	12/13/89	
		and as Trustee			1034/608 1181	68 ^{4,00}	12/18/89	
	96-PPP	Kenneth Earl Breland	River G	as Córo	Recorded	in Ahous		
	96-QQQ	Waverly W. Moore	River G		1040/0877 104	k & Page.11	11/28/89	
	96-RRR	Charles W. Moore	River G		1040/40/45/3	0/942.00 0	L = 17/12/51/89 9	F.
	96SSS	Linda Moore Livingston	River Ga		1040/015 #3/13/	McCallesoo Pro	hate2/index	
	96-TTT	Jane Perkins Nichols	River Ga		1040/05/503100	sa County66Alab	ana 2/13/89	
	96-UUU	Willie Francies Hill	River Ga		1040/019	1.66	01/18/90	
	96-VVV	Sue Hill Purkey			1044/023	1.25	11/28/89	
	96-WWW	Robert L. Moore	River Ga		1044/026	1.25	11/28/89	
	96~XXX	Judi Moore Perkins Williams	River Ga		1044/029	2.50	11/30/89	
	96-YYY	Connie Moore Long	River Ga		1044/032	1.66	12/07/89	
	101-A	Louise McGuire Lamont	River Ga		1044/035	1.66	12/13/89	
	101-B	Josephine McGuire Swanson	River Ga		1040/081	20.00	01/19/90	
	101-C	Woodrow Hobson, Jr.	River Gas		1040/084	20.00	01/19/90	
	104-A	Howell Hubbard	River Gas		1048/214	20.00	05/01/90	
	104-B	Jessie Hubbard Green	River Gas		1041/094	40,00	02/05/90	
	104-C	Hazel Hubbard Dickey	River Gas		1041/097	40.00	02/05/90	
	104-D	Sue Hubbard Williams	River Gas		1041/100	40.00	02/05/90	
	104-E	Margaret Hubbard Xanders	River Gas		1041/103	10.00	02/05/90	
	104-F	Alma Hubbard	River Gas		1041/106	10.00	02/05/90	
	104-G		River Gas		1041/109	10.00	02/05/90	
	106-A	Betty Hubbard Bryant	River Gas	Corp.	1041/112	10.00	02/05/90	
		Morris Victor Friedman & Emily	Ann River Gas	Согр.	1044/101	6.58		
	106-B	Friedman Bliss		-		4.50	02/27/90	
	106-D	Adele Mills Schweid	River Gas	Согр,	1046/348	10.00	02 <i>/</i> 20 Mb	
	106-C 106-D	Rose Mills Freedman	River Gas	Corp.	1046/345		02/28/90	
	106-E	Irene Fox Conn	River Gas	Сопр.	1044/104	0.00	02/28/90	
		Henry Mills Winston	River Gas		1051/282	2.28	03/08/90	
	106-F	Harry F. Conn	River Gas (1052/295		03/07/90	
1	106-G	Richard L. Conn	River Gas (03/08/90	
			A A	~·p.	1052/292	2.28	03/08/90	
			Д.					

A PART II

Case 2:15-cv-01531-LSC	Document 12-1	Filed 10/01/15	Page 47 of 61
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	Case 2.15-CV-01551-L5C	Document 12-1 Filet	u 10/01/13 P	age 47 01 01		
106-1		River Gas Corp.	10			
109-7	Table ormivali	River Gas Corp.		3.29	03/08/90	0
109-E	TOTAL DOMINAL			11.43	02/07/90	
109-0	~ 01D COUNTY 1 1 1 1 W 1 ON 1 ON 1	River Gas Corp.		11.43	02/07/90	
109-1	Scotty Sullivan	River Gas Corp.	,	1.27	02/09/90	
109-E	John L. Sullivan	River Gas Corp.	/ // /	1.27	02/09/90	
109-F		River Gas Corp.	1046/336	1.27	02/13/90	
109-G	Roland Sullivan	River Gas Corp.	1044/056	0.32	02/13/90	
109 H		River Gas Corp.	1046/333	1.27	02/13/90	
109-1	Clara Mae Sullivan St. Clair	River Gas Corp.	1044/059	1.27	02/13/90	
109-J	Dolly Sullivan Tuberville	River Gas Corp.	1044/062	1.27	02/14/90	
109-K	Olen Sullivan	River Gas Corp.	1044/068	1.27	02/14/90	
109-L	Daniel M. Sullivan	River Gas Corp.	1044/065	3.81	02/14/90	
109-M	Kathy Lynn Sullivan Prevatte	River Gas Corp.	1044/074	0.32	02/15/90	100
109-N	Bob Burchfield	River Gas Corp.	1044/071	0.32	02/15/90	
109-O	Marion Burchfield	River Gas Corp.	1044/077	3.81	02/26/90	
109-P	Sidney Weaver	River Gas Corp.	1044/080	3.81	02/26/90	
109~Q	Rabon Sullivan	River Gas Corp.	1046/339	3.81	02/26/90	
109-R	Laurie Kay Sullivan Schoene	River Gas Corp.	1048/070	3.81	02/23/90	
109-S	Carrie Sullivan Foley	River Gas Corp.	1048/073	0.32		
109-T		River Gas Corp.	1046/342	11.43	02/15/90	
109-U	Charles Mitchell Sullivan, Jr. Rayford Sullivan	River Gas Corp.	1051/276	0.32	03/26/90	
109-V		River Gas Corp.	1051/279	3.81	02/15/90	
109~W	Barbara Gail Sullivan Billingsley	River Gas Corp.	1078/566	0.32	02/22/90	
109-X	Linda Louise Sullivan Hood	River Gas Corp.	1078/560	0.32	10/24/90	
112-A	Mary Ruth Sullivan Fortenburg	Piver Cos Co	1078/563		02/14/90	
242 17	First Alabama Bank of Tuscaloosa	River Gas Corp.	1044/113	0.32 180.23	10/24/90	
	Executor & Trustee of Robert N.	19		100.23	03/09/90	
112-B	Alston Estate		1181	690		
113	Woodrow Hobson, Jr.	River Gas Corp.	1044/1 Recorded	in Above		
114-A	Madalene Cunningham, et al	River Gas Corp.	1048/11-R	k a Paye.vo	03/09/90	
114-B	Lona Jackson Thompson	River Gas Corp.	1048/115 1120-6	0/94.33 01	Par Boo	PM
114-C	James Robert Jackson, III	River Gas Corp.	1051/3/T05calon	McCoMODO- Prob sa Countro Alaba	304/16/60	
114-D	Wyman Terry Jackson	River Gas Corp.	1051/306	a confilMM H19D3		
114-E	Edna Jackson	River Gas Corp.	1051/312	8.00	04/20/90	
114-F	Betty Jackson Skelton	River Gas Corp.	1052/302	8.00	04/23/90	
115-A	Christopher Brett Rowland	River Gas Corp.	1068/699	8.00	04/23/90	
115-B	W. Bruce Baughman	River Gas Corp.	1048/121	8.00	10/05/90	
115 - C	Marian W. Maxwell	River Gas Corp.	1048/127		04/17/90	
115-C	Nellie Shute Pearson	River Gas Corp.		15.00	04/17/90	
116-A	Thomas M. White, Sr.	River Gas Corp.	1048/124		04/17/90	
116-A 116-B	Gay Nell Dockery Hill	River Gas Corp.	1051/321		04/17/90	
116-B	Ella Mae Sullivan Bailey	River Gas Corp.	1048/097	2.66 (04/16/90	
	Viola Sullivan Denton	River Gas Corp.	1048/109	8.00 (04/17/90	*
116-D	Clarence Dockery	River Gas Corp.	1048/106		4/17/90	
116-E	Lorene Sullivan Sellers	River Gas Corp.	1048/103		4/17/90	
116-F	Armond Sullivan	River Gas Corp.	1048/100		4/17/90	
116-G	Jack Dockery	River Ges Cosp.	1048/112	0.00	4/17/90	
116-H	L. J. Bates	River Gas Corp.	1051/303	0.00	4/25/90	
116~1	Perry J. Bates		1068/694	0.00	0/05/90	İ
117-A	Karen J. Colwell	D	1068/691	A	0/05/90	j
	i/		1051/330		1/26/90	ļ
		A				-

A PART II -8÷ 1181 mar RON

(Case 2:15-cv-01531-LSC Docume	nt 12-1 Filed 10/		48 of 61	
117-B	Thomas W. Daniel, Jr.	1181 War 69	1		
117-C	Dayton F. Hale, Jr.	River Gas Corp.	1051/324	28.36	04/26/90
117-D	Dayton F. Hale, Sr.	River Gas Corp.	1051/327	29.29	04/26/90
117-E	Woodrow Hobson, Jr.	River Gas Corp.	1051/336	131.13	04/26/90
117-F	David G. McGiffert	River Gas Corp.	1051/333	43.74	04/26/90
118-A	Mary Kathryn Helfin & Ann Kaldrovics	River Gas Corp.	1052/311	43.74	04/26/90
118-B	Ann Pendleton Hawkins Cross	River Gas Corp.	1054/468	240.00	04/26/90
119	Bean Family Partnership Ltd. No.4	River Gas Corp.	1059/700	120.00	07/02/90
120-A	Jerry F. Colwell	River Gas Corp.	1050/001	40.00	05/14/90
120-B	First Alabama Bank of Tuscaloosa	River Gas Corp.	1052/314	20.00	05/17/90
	Executor & Trustee of Robert N.	River Gas Corp.	1052/317	60.00	05/17/90
	Alston Estate				
121	Bureau of Land Management	7. 0. 1			
122	Weyerhaeuser Company	Joe Stephenson	1063/426	360.00	08/01/90
126	James Jefferson Mayfield IV by AIF,	River Gas Corp.	1068/679	140.43	09/17/90
	Dan M. Gibson	River Gas Corp.	1073/129	80.00	11/06/90
1 27	State of Alabama	The state of the s			
128	Hawkeye Oil & Gas, Inc.	Taurus Exp., Inc. (G)	1077/030(G)	62.57 (G)
130	State of Alabama	Meridian Oil, Inc.	1014/299(1)	60.00	05/23/89
131	State of Alabama	Taurus Exp.,Inc.(U)	1077/328(C)	2.36 (C))
		Hawkeye Oil & Gas,	1082/021	19.80 (B)	
2-FO	Alabama Basic Land Enterprise	Inc. (V)			
3-FO	Frances Fies Alcus	W.B. Newberry	846/272	480.00	04/01/82
4-FO	Robert Colburn	TRW, E&P	913/374	40.00	01/06/85
5-FO	Alan Hofheimer	TRW, E&P	910/476	75.50	11/22/85
6-FO	FAB-Agent for Robert Alston	TRW, E&P	913/372	40.00	01/06/86
7~FO	Friedman & Loveman	W.B. Newberry	846/261	640.00	06/10/82
10-FO	J.J. Mayfield	W.C. Daly	790/069	3200.00	07/20/79
11-FO	E.P. McDaniel	W.B. Newberry	846/210	179.00	03/25/82
14-FO	Frank Rice	W.B. Newberry	846/288	120.00	03/25/82
17-FO	Wesley West Estate	W.B. Newberry	846/240	40.00	03/25/82
18-FO	Stedman Trust	TRW, Inc.	904/255	6120.00	09/01/85
19-FO	Charles Cassidy	TRW, Inc.	904/242	1440.00	09/01/85
		(6)	966/358	6793.50	2/3/88(1)

FOOTNOTES:

U.S. Steel originally leased on 4/24/75 with expiration date of (1) 1181 4/24/2005. (See Short Form Mining Lease filed in DB701, P261 and Recorded in Above see Memorandum of Coal Seam Gas Sublements The Bi see Memorandum of Coal Seam Gas Sublease to The River Gas Copporation 94 filed in DB966, P358).

01:53:10 F

W. Hardy McCollum - Probate Judse Tuscalcosa County, Alabama

4 F

(2)-(5) Footnates deleted

Α PART II -9-

Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 49 of 61

- (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
- (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.

1181 692
Recorded in Above
DEED Book & Page
06/30/94 01:53:17 PM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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SCHEDULE B

Behind Pipe Recompletion Wells and Values

1181 693
Recorded in Above
DEED Book & Pase
O6/30/94 O1:53:27 P?
W. Hardy McCollum - Probate Judse
Tuscaloosa County, Alabama

SCHEDULE B

WELL NAME	5.40			VALUE (\$)	
Stothart No. 24-12-1		-			
Stothart No. 24-13-2				149,850	
Davant No. 21-16-16				123,495 (#	
Friedman No. 22-4-52				148,638	
Friedman No. 22-12-53				95,619 129,302	
Friedman No. 22-15-54	25	E_{0}			
Friedman No. 22-16-55				114,732 72,130	
Mills No. 22-14-1				135,911	
Moody No. 22-6-1	3			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				1181 849847	
Cassidy No. 30-12-15				Recorded in 14024,9/33	
Cassidy No. 30-13-1				DEED Book & Sapp456	· -
Cassidy No. 30-14-1				06/30/9651301:53:32	PM
Cassidy No. 30-15-12				we Makidy McCCGLLuses Probate Judge	
Cassidy No. 31-1-17				Tuscaloosa County Alabama	
Cassidy No. 31-2-10				70,799	
Cassidy No. 31-3-16		+		50,645	
Cassidy No. 31-4-1		湿	241	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				6 8,692	
Cassidy No. 36-8-4				122,346	
Cassidy No. 36-9-71				56,046	

WELL NAME					
_				VALUE (\$)	
	10				
Cassidy No. 36-10-28				56.600	
Cassidy No. 36-11-27				56,628	
Cassidy No. 36-12-26				43,348	
Cassidy No. 36-13-29				52,722	
Cassidy No. 36-14-30				77,671	
Cassidy No. 36-15-31				54,393 60,453	
Cassidy No. 36-16-3				69,453 105,502	
Chevron No. 23-16-18				96,989	
Chevron No. 25-2-1				90,989 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		51	3.0	67,278	
Cassidy No. 5-11-56				72,620	
Cassidy No. 5-13-48				63,523	
Cassidy No. 6-2-64				89,824	90
Cassidy No. 6-3-44				57,202	
Cassidy No. 6-7-129				57,202	8
Cassidy No. 6-9-47				1181 3 9853	
Cassidy No. 6-10-52				Recorded in AFEA-253	
Cassidy No. 6-11-54				DEED Book & F65e, 602	
Cassidy No. 6-13-51				* 96/30/86 6391:53:40	49
Cassidy No. 6-14-55				We natur notice attended indep	
Cassidy No. 8-4-63 Cassidy No. 8-5-60	5			Tuscalousa County 4 Alabama	
				69,342	
Cassidy No. 8-12-58			59	60,141	
Cassidy No. 8-13-59 Cassidy No. 31-16-69				76,710	
Cassidy No. 31-16-69 Cassidy No. 32-2-41				77,831	
Cassidy No. 32-4-33				101,781	
Cassidy No. 32-4-33 Cassidy No. 32-6-40				69,055	
Cassidy No. 32-7-39				111,420	
Cassidy No. 32-8-34				68,769	
Cassidy No. 32-9-37				121,204	
Cassidy No. 32-10-45				123,799	
Cassidy No. 32-11-35				61,452	
-wally 110. 32-11-33				82,809	

WELL NAME				VALUE (\$)	
	3.6				
Cassidy No. 32-12-62				00.104	
Cassidy No. 32-13-46				99,126	
Cassidy No. 32-14-36				51,852	
Cassidy No. 32-15-38				74,943	
Mayfield No. 8-3-1				64,530	
USX No. 5-7-1	9			87,640	
USX No. 5-10-2				123,799	
USX No. 5-15-3				123,799	8
USX No. 8-6-4				122,215	
USX No. 8-11-5				122,215	
Cassidy No. 19-1-72				122,215	
Cassidy No. 19-1-72 Cassidy No. 19-2-73				94,116	
Cassidy No. 19-2-79 Cassidy No. 19-3-74			* 1	71,745	
			9	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	6
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		(308)		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			30	52,396	
Cassidy No. 22-14-113				76,230	7
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	ļ
				·	
DC01;33343.3 06/07/94 3:15pm		B-4		1181 696	Į.
				Recorded in Above DEED Book & Page	
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				W. Hardy McCollum - Probate Judse	308
				Tuscalousa County, Alabama	
		1.04	000	INTERNATION CONTRACTOR	

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1181 MGE 697

WELL NAME			VALUE (\$)
			6
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 Chevron No. 24-16-16	17		106,151
Davis No. 24-7-1			101,365
Davis No. 24-7-1 Davis No. 24-8-2			88,565
Davis No. 24-9-3			78, 580
Davis No. 24-10-4			64,552
Deal No. 27-4-1			104,761
Holman No. 24-1-26			142,049
Holman No. 24-3-27			71,685
USX No. 21-15-11			113,732
USX No. 21-16-12			70,244
USX No. 29-8-6			89,996
USX No. 29-11-7		• •	101,463
USX No. 29-13-9			108,634 58,903
USX No. 29-14-10			43,206
USX No. 30-9-18		1/21	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 McDaniel No. 18-5-2	- 2		96,111
McDaniel No. 18-6-3			65,526
Searcy No. 7-15-15			90,211
Searcy No. 17-14-9			88,656
Searcy No. 18-11-18			140,948
Searcy No. 18-13-6			70,924
Searcy No. 18-14-5			70,924
Searcy No. 19-4-1			81,026
Searcy No. 19-10-3			1181 66394
Searcy No. 20-3-10			Recorded in Charles
Searcy No. 20-4-11			DEED Book 69:452 06/3096984 01:53:52
		74	u Hardy McCollum - Probate Judge
		5.4	Tuscaloosa County, Alabama
DC01:33343.3 06/07/94 3:15pm		B-5	7/E-

WELL NAME			VALUE (\$)	
	200			
Secret No. 20 5 12				
Searcy No. 20-5-12			151,137	
Searcy No. 20-6-13			125,396	
Searcy No. 24-1-2 West No. 13-1-15			68,845	
			108,666	
West No. 13-2-16			43,884	
West No. 13-5-3	8		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		62	106,995	
Friedman No. 11-10-8			57,910	
Friedman No. 12-1-9			75,820	(4)
Friedman No. 12-2-50			83,458	
Friedman No. 12-8-10			98,815	
Friedman-Rosenau No. 3	2-16-3		53,840	
			·	
Dest says a see		D.C	1181 698 Recorded in Above	
DC01:33343.3 06/07/94 3:15pm		B-6	DEED Book & Page	
			06/30/94 01:53:59 Pi	Mi
	3		W. Hardy McCollum - Probate Judge	55
			Tuscaloosa County, Alabama	p*1

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1181 ma 699

WELL NAME		VALUE (\$)
Mayfield No. 12-9-2		52.601
Mayfield No. 12-10-5		52,601 137,310
Searcy No. 7-6-17		127,310 135,901
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	20	92,779
West No. 1-11-30		80,291
West No. 1-13-31 West No. 1-14-32		51,192
West No. 1-14-32 West No. 1-16-33		60,839
West No. 11-8-36		58,011
West No. 11-15-37	9 W	32,024
Davant No. 23-2-9		0
Davant No. 23-7-7		70,468
First Alabama Bank No. 27-9-	¥6	108,105
First Alabama Bank No. 27-16		55,597
Friedman No. 22-14-38		130,469
Friedman No. 22-15-39		124,165
Friedman No. 23-4-41		100,093
West No. 21-8-71		152,994 128,827
West No. 27-1-59		128,827 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
Colbum 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 69.522
		Recorded in Above DEED Book & Page
DC01:33343.3 06/07/94 3:15pm	B-7	06/30/94 01:54:09 F
r		W. Hardy McCollum - Probate Judge
		Tuscaloosa County, Alabama

WELL NAME		VALUE (\$)
		· · ,
≅ •	73	
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	4	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	8	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	9	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	S2	32,842
West No. 33-6-114	53	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
DC01:33343.3 06/07/94 3:15pm	B-8	
		1181 700 Recorded in Above DEED Book & Page 06/30/94 01:54:14 PM
		06/30/94 01:54:14 PM
	1181 por 700	H. Kardy McCollum - Probate Judae

1181 PAGE 730

Case 2:15-cv-01531-LSC Document 12-1 Filed 10/01/15 Page 58 of 61

WELL NAME				VALUE (\$)	i
				a	
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	2.2			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 Alabama Basic No. 36-5-9				65,072	
Alabama Basic No. 36-9-3				45,604	
Alabama Basic No. 36-13-10				36,409	
Alabama Basic No. 36-14-11				81,149	
Alabama Basic No. 36-16-12				77,089	
Cunningham No. 35-12-1			•	67,481	
First Alabama Bank No. 25-1				83,084	
First Alabama Bank No. 25-2		1)		78,249	
First Alabama Bank No.25-4				74,843	
First Alabama Bank No. 25-7				137,912	
First Alabama Bank No. 25-10				81,606	
First Alabama Bank No. 25-11				97,751	
First Alabama Bank No. 25-12				64,280	
First Alabama Bank No. 25-14		5		137,912	
First Alabama Bank No. 25-15				84,918	
First Alabama Bank No. 25-16			.5	91,428	
Friedman No. 30-4-45				97,345	
Friedman No. 30-5-46				111,190	
Friedman No. 30-12-47				111,875	
				106,159	

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WELL NAME		VALUE (S)
		• •
(F)		
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	5	76,071
West No. 35-6-107		75,757
West No. 35-8-108		59,228
West No. 35-9-109		· · · · · · · · · · · · · · · · · · ·
West No. 35-10-110		78,255 60,016
West No. 35-14-111		59,916
Alabama Basic No. 23-10-4		110,407
Alabama Basic No. 23-14-5		117,446
Alabama Basic No. 23-16-6		58,431
Alabama Basic No. 26-1-7		85,346
Alabama Basic No. 27-16-8		107,413
First Alabama Bank No. 26-16		99,827
West No. 23-3-93		80,526
West No. 23-5-94		111,836
West No. 23-6-95	ii)	108,700
West No. 23-7-96		71,278
West No. 23-8-92		69,728
West No. 27-8-101		111,372
West No. 27-13-103	•	73,555
West No. 27-14-104		96,213
Christian No. 12-5-2		67,140
		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		1181 129,468
Bigham No. 4-13-1		Recorded inches
Federal No. 9-4-5		IED Book 100984 01:54:27 PM
		W. Hardy McCollum - Probate Judge
DCRI MANAGE MANA	D 10	Tuscaloosa County, Alabama
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1181 PAGE 703

WELL NAME	76	VALUE	(\$)
Sulling No. 4 51 6			
Sullivan No. 4-11-2	g	8,366	
USX No. 15-13-27	9	9,413	
Baughman No. 18-3-2	9	3,038	
Baughman No. 18-6-3	8	1,610	
Baughman No. 18-7-4	8	8,197	
Hallman No. 8-14-1		2.080	
Hallman No. 17-2-2		4,242	
Hayes No. 7-16-2		4,242	
Hayes No. 18-13-3		7,806	
Hayes No. 18-14-4		0,873	
Holman No. 13-7-19		1,055	
Holman No. 17-12-15		0.946	
Holman No. 17-13-16		8,254	
Moore No. 13-1-1		7,618	
Moore No. 13-9-2		3,708	
Pettus No. 8-5-3		5,708 5,207	
Pettus No. 8-6-2		7,350	
Sealy No. 18-1-1		•	
Weyerhaeuser No. 5-15-2		7,929	
Weyerhaeuser No. 5-16-1		,567	
# # 110. J-10-1	63	,385	

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W. Hardy McCollum - Probate Judse
Tuscalogsa County, Alabama

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

1181 704 Recorded in Above DEED Book & Pase 06/30/94 01:54:38 PM W. Hardy McCollum - Probate Judge To-coluer-Country 64/250/94 13:55:45 Cashier: MAN Total: 159,536,05 Bk/Ps: 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