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DEFERRED INTEREST AGREEMENT

THIS DEFERRED INTEREST AGREEMENT (this "Agreement"), dated as of December 31, 1986, is between CSX MINERALS, INC., a Virginia corporation ("CSXM"), CSX TRANSPORTATION, INC., a Virginia corporation ("CSXT"), and MID ALLEGHENY CORPORATION, a West Virginia corporation ("MAC") (CSXM, CSXT and MAC are sometimes collectively referred to as "Principal Sellers"); BALTIMORE AND OHIO RAILROAD COMPANY, a Maryland corporation ("B&O"), THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY, a Maryland corporation ("RE&I"), ADRIAN REALTY COMPANY, a Pennsylvania corporation ("ARC"), THE SCHUYLKILL IMPROVEMENT LAND COMPANY OF PHILADELPHIA, a Pennsylvania corporation ("SILC"), WESTERN MARYLAND RAILWAY COMPANY, a Maryland corporation ("WMRC"), MARYLAND AND WEST VIRGINIA COMPANY, a West Virginia corporation ("M&WVC"), CHICAGO AND INDIANAPOLIS COAL COMPANY, INC., an Indiana corporation ("CICC") (B&O, RE&I, ARC, SILC, WMRC, M&WVC and CICC are sometimes collectively referred to as "Other Sellers"; Principals Sellers and Other Sellers are sometimes collectively referred to as "Sellers" and sometimes individually as a "Seller"); and WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, a Texas limited partnership ("Buyer").

RECITALS

A. Pursuant to the Purchase Agreement, dated as of the date hereof, among CSX Corporation, a Virginia corporation ("CSX"), Principal Sellers and Buyer (the "Purchase Agreement"), Principal Sellers have sold, and CSX has caused Other Sellers to sell, to Buyer certain real property and related interests in West Virginia, Kentucky, Maryland, Alabama, Indiana and Pennsylvania (collectively, the "Properties" and individually, a "Property"), more particularly described in the Conveyances listed in Schedule A attached hereto (the "Conveyances").

B. Pursuant to the Conveyances, Sellers retained a reversionary interest, to be effective July 1, 2001, of 25% (28% in the case of MAC) of Sellers' respective interests in the Properties.

C. In order to facilitate the sale, leasing, use and development of their respective interests in the Properties before and after July 1, 2001, Sellers and Buyer have entered into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits derived and to be derived herefrom by each party, Sellers and Buyer hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth below unless the context otherwise requires:

"Affiliate" means, with respect to an entity or person, any entity or person directly or indirectly controlling, controlled by or under common control with such person or entity.

"Affected Seller" means the Seller of a Property which is the subject of a proposed or actual Sale.

"Affected Property" means a Property which is the subject of a proposed or actual Sale.

"Allocated Purchase Price" means the portion of the purchase price paid by Buyer for each of the Properties under the Purchase Agreement, such purchase price having been allocated to certain groups of the Properties in accordance with the purchase price allocation attached to the Purchase Agreement as Schedule 3.6(a). The Allocated Purchase Price of any Properties which constitute less than an entire group of Properties as listed on such schedule shall be determined by an independent consultant chosen in the manner provided in Section 3.7 of the Purchase Agreement, unless the parties otherwise mutually agree upon the Allocated Purchase Price. Beginning January 1, 1988 and on each January 1 thereafter until January 1, 2001, the Allocated Purchase Price shall be reduced by seven percent (7%) of the original amount set forth on such schedule, and such reduced price shall be the Allocated Purchase Price for purposes of any Sale made on such January 1 or during the remainder of the calendar year; provided, that in no event shall the Allocated Purchase Price be less than zero. From and after the Reversion Date, the Allocated Purchase Price for each of the Properties shall be zero. Seller shall have the right to review and object to any of the values listed on such schedule as provided in Section 3.7(c) of the Purchase Agreement, and if any of such values are changed in the manner provided in such section, the Allocated Purchase Price of the Properties for purposes of this Agreement shall also be changed accordingly.

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

"Deferred Interests" means the reversionary interests of Sellers in the Properties to be effective on the Reversion Date, as more particularly described in the Conveyances.

"Excluded Transaction" means any of the following:

(i) any transfer to or among any Affiliate of Buyer or any entity directly or indirectly controlled by any descendants of the late H. R. Cullen and Lillie C. Cullen of Houston, Texas, or by any trust or trusts primarily for the benefit of any of them;

(ii) the reformation of Buyer as a Delaware limited partnership (in which case the term Buyer shall thereafter mean such Delaware limited partnership);

(iii) any transfer by one or more of Sellers to one or more of the other Sellers or to an Affiliate of one or more Sellers;

(iv) the granting by Buyer or Sellers of any lien, mortgage, security interest or other encumbrance on their respective interests in all or any portion of the Properties in connection with any financing secured by their respective interests in the Properties or any portion thereof;

(v) any other transfer which the other party or parties agree to treat as an Excluded Transaction; or

(vi) the granting of any coal mining lease, surface lease, timber harvesting contract, easement, license or similar agreement.

"Fiscal Year" means the six-month period beginning on the Reversion Date and ending December 31, 2001 and each twelve-month period thereafter beginning January 1 and ending the following December 31.

"Net Revenues" means the Operating Revenues attributable to and accrued in any Fiscal Year <u>less</u> (i) the Operating Expenses incurred during and accrued in such Fiscal Year and (ii) any Operating Expenses incurred during and accrued in any of the previous Fiscal Years to the extent such Operating Expenses incurred in any of such years exceeded the Operating Revenues during the same year and were not already subtracted from the Operating Revenues of any subsequent Fiscal Year in determining Net Revenues payable hereunder during such subsequent Fiscal Year.

"Operating Expenses" means all reasonable costs, expenses and liabilities, determined in accordance with generally accepted accounting principles, consistently applied, incurred and accrued by Buyer during any Fiscal Year in the business of owning, maintaining, managing, leasing and selling the Properties (including Sellers' interests therein) for the purpose of generating Operating Revenues currently or in the future or for the purpose of selling the combined interests of Buyer and Sellers pursuant to Sales currently or in the future, including, without limitation, the following expenses and liabilities incurred in such business and for such purposes: overhead expenses, ad valorem taxes, liability insurance premiums, engineering and marketing studies, survey expenses, the cost of constructing roads reasonably required for managing timber properties or providing access thereto and all "Damages" for which Buyer is liable under Section 5.2 (other than due to Buyer's gross negligence or willful misconduct). Operating Expenses shall not include any costs, expenses or liabilities associated with coal mines operated by Buyer (as distinguished from those which it leases to others) or attributable to any commercial real estate development activities referred to in Section 4.2 and not of the type which Sellers conducted on the Properties before the date hereof.

"Operating Revenues" means all revenues, determined in accordance with generally accepted accounting principles, consistently applied, generated and properly accrued during any Fiscal Year from, (i) coal mining leases, surface leases, timber harvesting contracts, ground leases, and other similar agreements relating to the Properties (subject to adjustment for uncollectible accounts), (ii) the fair value of any consideration paid to Buyer for any such leases, contracts or other agreements to the extent such consideration is not paid in the form of rents or royalties, and (iii) any payments (other than recoupable royalties) made under any such leases, contracts or other agreements before the Reversion Date to the extent such payments constitute consideration for the period of time after the Reversion Date (in which case such payments shall be amortized over the term of the lease, contract or other agreement) and (iv) recoupable royalties under coal mining leases paid to Buyer before the Reversion Date but only to, as and when lessees receive credit therefor after the Reversion Date, but excluding (A) the proceeds of any Sale, (B) the proceeds from any sale, financing, refinancing, or transfer by Sellers or Buyer of their respective interests in the Properties, and (C) revenues attributable to any coal mines operated by Buyer (as distinguished from those which it leases to others) or attributable to any commercial real estate development activities referred to in Section 4.2 and not of the type which Sellers conducted on the Properties before the date hereof.

"Reversion Date" means July 1, 2001.

"Sale" means any sale, conveyance or transfer of all or part of the interest of Buyer or of any Seller in any one or more of the Properties, other than an Excluded Transaction.

ARTICLE II

SALES OF PROPERTIES

2.1. Right to Sell - General. Each party hereto agrees not to make a Sale of all or any portion of its interests in the Properties without first complying with the provisions of this Article II. Any Sale which does not comply with the provisions of this Article II shall be void and shall not transfer legal or beneficial title to the interests intended to be sold.

2.2. Transfers, etc. Other Than Sales. Any sale, exchange, lease, license, easement, or other transfer or disposition of any interest in the Properties, including the granting of a lien, mortgage, security interest or other encumbrance, which does not constitute a "Sale" as defined in Article I shall be subject in all respects to the rights, interests and obligations of the parties hereunder, including, without limitation, Sellers' right to participate in any Sales of the Properties and Sellers' Deferred Interests. Any person or entity acquiring the interest of Buyer or any of Sellers in any of the Properties, other than through a Sale of the combined interests of Buyer and Sellers in such Property and other than pursuant to the exercise of a right of first refusal granted herein, shall not thereafter make a Sale of such interest without first complying with the provisions of this Article II.

2.3. Sales by Buyer.

(a) Sellers' Right of First Refusal. Buyer hereby grants to Sellers a right of first refusal to purchase Buyer's interests in the Properties upon a Sale of any of such interests, subject to the terms and conditions of this Section 2.3.

(b) Sale of Buyer's Interest. If Buyer obtains a bona fide, written offer from a third party for the Sale of Buyer's interest in any of the Properties (subject to Sellers' Deferred Interests and the rights and interests of Seller hereunder) and such offer is acceptable to Buyer, Buyer shall deliver a copy of such offer to the Affected Seller(s), together with any other information reasonably available to Buyer concerning the prospective purchaser, the terms of the offer and the Affected Property. Within thirty (30) days after its receipt of such offer and such other information, the Affected Seller shall notify Buyer whether it intends to exercise its right of first refusal. If the Affected Seller duly notifies Buyer of its intention to exercise its right of first refusal, Buyer shall thereupon be obligated to sell to the Affected Seller or its designee, and the Affected Seller shall be obligated to purchase or to cause its designee to purchase, Buyer's interest in the Affected Property upon the terms and conditions of the offer. If the Affected Seller notifies Buyer that it does not intend to exercise its right of first refusal or if the Affected Seller fails to notify Buyer within such 30-day period that it intends to exercise such right, Buyer may thereupon consummate the Sale of its interest in the Property or Properties to the third party upon the terms and conditions of the offer, free and clear of the Affected Seller's right of first refusal with respect to such Sale, but otherwise subject to the Affected Seller's rights and interests hereunder and subject to its Deferred Interest in such Property. However, if Buyer fails to consummate such Sale within one year after the expiration of such 30-day period, the Affected Seller's right of first refusal shall thereupon be reinstated with respect to such Sale, and in any event the Affected Seller shall continue to have a right of first refusal with respect to all subsequent Sales of the same interest in the Properties.

(c) Sale of Combined Interests of Buyer and Seller. If Buyer obtains a bona fide offer from a third party for the Sale of the combined interests of Buyer and Seller in any of the Properties and such offer is acceptable to Buyer, Buyer shall deliver to the Affected Seller(s) a copy of such offer, together with any other information reasonably available to Buyer concerning the prospective purchaser, the terms of the offer and the Affected Property. Within thirty (30) days after its receipt of such offer and such other information, the Affected Seller shall notify Buyer to the effect that (i) it intends to exercise its right of first refusal to purchase only Buyer's interest in the Affected Property or (ii) it will participate in such Sale. If the Affected Seller notifies Buyer as specified in (i) above, Buyer shall thereupon be obligated to sell to the Affected Seller or its designee, and the Affected Seller shall be obligated to purchase or to cause its designee to purchase, Buyer's interest in the Affected Property upon the terms and conditions of the offer obtained by Buyer; provided, however, that the purchase price for Buyer's interest shall be an amount equal to the purchase price stated in such offer reduced by an amount equal to 25% (28% in the case of Affected Property owned by MAC) of the excess (if any) of (A) such stated purchase price less the reasonable expenses of such sale over (B) the Allocated Purchase Price of the Affected Property. If the Affected Seller notifies Buyer as specified in (ii) above or if the Affected Seller fails to notify Buyer within such 30-day period in the manner specified in either of clauses (i) or (ii) above, Buyer and the Affected Seller shall sell their respective interests in the Affected Property to the third party in accordance with the terms of the offer. If the Sale of the combined interests of Buyer and the Affected Seller in the Affected Property is not consummated within one year after the expiration of such 30-day period, Buyer shall thereupon be obligated to renotify the Affected Seller of such offer or any subsequent offer and the Affected Seller shall then have all of the rights specified in this Section 2.3(c) with respect to such offer as if the original offer had never been made.

2.4. Sales by Sellers.

(a) Buyer's Right of First Refusal. Sellers hereby grant to Buyer a right of first refusal to purchase Sellers' respective interests in the Properties upon a Sale of any of such interests. If any of the Sellers obtains a bona fide, written offer from a third party for the Sale of Seller's interests in any of the Properties and such offer is acceptable to the Affected Seller, the Affected Seller shall deliver a copy of such offer to Buyer, together with any other information reasonably available to the Affected Seller concerning the prospective purchaser or the terms of the offer. Within thirty (30) days after its receipt of such offer and other information, Buyer shall notify the Affected Seller whether Buyer intends to exercise its right of first refusal.

(b) Failure to Exercise Right of First Refusal. If Buyer notifies the Affected Seller that Buyer does not intend to exercise its right of first refusal or if Buyer fails to notify the Affected Seller within such 30-day period that it intends to exercise such right, the Affected Seller may thereupon consummate the Sale of its interest in the Affected Property upon the terms and conditions of the offer, free and clear of Buyer's right of first refusal with respect to such Sale, but otherwise subject to Buyer's rights and interests hereunder. However, if the Affected Seller fails to consummate such Sale within one year after the expiration of such 30-day period, Buyer's right of first refusal shall thereupon be reinstated, and in any event Buyer shall continue to have a right of first refusal with respect to all subsequent Sales of the Affected Seller's interest in the Affected Property.

(c) Exercise of Right of First Refusal. If Buyer duly exercises its right of first refusal to purchase Seller's interest in the Affected Property as provided in Section 2.4(a), Seller thereupon shall be obligated to sell to Buyer or its designee, and Buyer shall be obligated to purchase or to cause its designee to purchase, the Affected Seller's interest in the Affected Property upon the terms and conditions of the offer obtained by the Affected Seller.

2.5. Merger of Interests. If any of Sellers acquires Buyer's interest in any of the Properties or if Buyer acquires any of Sellers' interest (including the Deferred Interest) in any of the Properties, or if any other party acquires the interests of both Buyer and Seller in any of the Properties, the rights, interests and obligations of the parties under this Agreement and the Conveyances with respect to such Properties shall be merged and this Agreement shall terminate with respect to such Properties. However, any such termination of this Agreement shall not affect the rights and obligations of the parties arising before the effective date of such merger, and such termination shall not affect this Agreement as it applies to the remainder of the Properties in which both Sellers and Buyer still retain an interest.

2.6. Proceeds of Sales. If the Affected Seller and Buyer join in a Sale of their respective interests in the Affected Properties, then the proceeds of such Sale shall be owned by and distributed to such parties in accordance with the provisions of this Section. The Affected Seller shall be entitled to 25% (28% in the case of the Sale of any Affected Property owned by MAC) of the excess (if any) of (i) the gross sales proceeds less reasonable expenses of the Sale, over (ii) the Allocated Purchase Price of the Affected Property. Buyer shall be entitled to the balance of any sales proceeds. If any portion of the sales proceeds is to be paid in installments, then the entitlement of the Affected Seller and Buyer to the downpayment and each installment received shall be in the same proportions stated in the preceding sentence.

2.7. Notification by Purchaser. If Buyer or a Seller consummates a sale or transfer of any of their respective interests in any of the Properties to a third party as permitted by this Article II (whether a Sale or other transfer or disposition), the purchaser or transferee shall promptly notify the other party to this Agreement that such sale or transfer has been consummated and shall provide to the other party the address of such purchaser or transferee for purposes of notices and other communications hereunder.

ARTICLE III

OPERATIONS

3.1. Operations Before the Reversion Date. Before the Reversion Date, Buyer shall be entitled to exercise, receive and retain all of the rights and benefits of ownership of the Properties undiminished by the Deferred Interests, except as otherwise expressly stated in this Agreement.

3.2. Management of Properties after Reversion Date. On and after the Reversion Date, Buyer shall have the exclusive right and obligation to manage the respective interests of Buyer and Sellers in the Properties. Buyer shall use its reasonable efforts to collect all Operating Revenues and pay all Operating Expenses, and Buyer shall disburse Net Revenues not less often than semi-annually, 25% to Sellers and 75% to Buyer (28% and 72%, respectively, in the case of Net Revenues attributable to Properties in which MAC has a Deferred Interest).

3.3. Operating Agreement. Buyer and Sellers shall commence negotiating in good faith promptly after the date of this Agreement to enter into an operating agreement governing the management of those Properties in which Sellers and Buyer both retain interests on and after the Reversion Date (the "Operating

Agreement"). The Operating Agreement shall contain the terms set forth in Section 3.2 and such additional or different terms as the parties may mutually agree. If Buyer and Sellers enter into the Operating Agreement, the terms and conditions thereof shall control in the case of any inconsistency or conflict with the provisions of this Article III. If Buyer and Sellers enter into a limited partnership agreement as provided in Section 3.4, the Operating Agreement shall be between Buyer and the limited partnership formed under such partnership agreement.

3.4. Right to Enter into Limited Partnership. At the request of Sellers before or after the Reversion Date, Buyer and Sellers shall enter into and form a limited partnership pursuant to an agreement complying with the provisions of this Section 3.4 and otherwise upon terms mutually satisfactory to Buyer and Sellers (such partnership being herein called the "Partnership"). The sole asset of the Partnership shall be the Deferred Interests of Sellers, and the business of the Partnership shall be the ownership and operation of the Deferred Interests. Buyer shall be the sole general partner of the Partnership, and Sellers shall be the sole limited partners of the Partnership. The general partner shall own a 1% partnership interest, and the limited partners shall own the remaining 99% partnership interest. Buyer as the general partner of the Partnership shall have full and complete authority to manage the affairs of the Partnership, but shall not borrow money or encumber in connection with any financing any of the Partnership's assets without the express approval of the limited partners. The Partnership's interest in the Properties shall be subject to the Operating Agreement described in Section 3.3. Buyer, as the general partner of the Partnership, shall not permit the Operating Agreement to be amended without the consent of the Sellers as limited partners. If Buyer and Sellers enter into the Partnership, Buyer shall, at Sellers' request, pay to Sellers upon formation of the Partnership an amount equal to one percent (1%) of the fair market value of Sellers' Deferred Interests in the Properties determined as of the date of such formation. If Buyer and Sellers are unable to agree upon such fair market value, it shall be determined in accordance with Section 3.5 below.

3.5. Fair Market Value Determination. If the parties hereto are unable to agree upon the fair market value of any Property or interest therein for purposes of this Agreement, each party shall appoint, within 30 days after the date as of which such fair market value was to have been determined, a disinterested, reputable appraiser with at least ten years' experience in appraising property comparable to the Property in question. If the two appraisers do not agree upon the fair market value within 30 days after their appointment, they shall, within 30 days thereafter, jointly appoint a third appraiser having the qualifications specified above, and such appraiser shall determine the fair market value within 30 days after his appointment. If the third appraiser agrees with either of the valuations made by the first two appraisers, then such agreed upon valuation shall govern. If the third appraiser does not agree with either valuation, then the valuation of the three appraisers which is neither the highest nor the lowest shall govern. Each party shall pay for the fees and other costs of the appraiser appointed by it, and the Seller of the Property and Buyer shall share equally the cost of the third appraiser.

ARTICLE IV

DEVELOPMENT

4.1. Buyer's Authority; Power of Attorney. Subject to the qualifications hereinafter stated, Sellers hereby grant and convey to Buyer, its successors and assigns, forever, the irrevocable and exclusive right and option (from time to time as Buyer may elect) to exercise any of the following powers with respect to the Deferred Interest:

(a) to negotiate and execute leases for the development and extraction of coal or other minerals (excluding, however, Oil and Gas, as defined in the Conveyances) in, under and attributable to the Deferred Interest or any segregated portion thereof, and to negotiate and execute surface leases, easements, rights-of-way, timber harvesting contracts, and other similar instruments covering and binding upon the Deferred Interest or any segregated portion thereof;

(b) to amend, modify, or rescind any of the instruments described in clause (a) above (in whole or in part) and to settle any disagreement with third parties arising under any of the same;

(c) to execute and deliver division orders, agency declarations and any other documents as may be requested by lessees and other third parties as evidence of authority to pay the rents, royalties and other amounts accruing thereunder directly to Buyer; and

(d) to execute and file applications for construction or occupancy permits (if any) requiring joinder by an owner of a Deferred Interest;

all of such documents and instruments (collectively, the "Development Agreements") to be subject to the conditions set forth in the Conveyances and otherwise to be upon such terms as Buyer shall deem appropriate in its sole discretion, and all of such actions to be taken by Buyer in its sole discretion. The foregoing powers granted to Buyer shall be deemed powers coupled with an interest and shall be irrevocable and shall be exercisable by Buyer, its successors and assigns. However, none of the Development Agreements which Buyer is authorized hereunder to execute shall (i) impose any obligations on Sellers or any encumbrances on Sellers' interests in the Properties except to the extent imposed on Buyer and Buyer's interest in the Properties in proportion to the respective interests of Sellers and Buyers in the Properties or (ii) confer on or grant to Sellers less than 25% (28% in the case of MAC) of the benefits, revenues or other consideration which inure or are payable to the owner of the Properties on account of such Development Agreement. In addition, Sellers shall have no personal liability under any of the Development Agreements to any party thereto or to Buyer, it being the intention hereof that Sellers' sole liability thereunder shall be limited to its interest in the Properties; provided, however, that if any coal mining lease, surface lease or timber harvesting contract requires the repayment to the other party to such instruments of royalties or rents on account of a failure of or defect in title to any of the Properties, any Net Revenues which Sellers received and which are attributable to the Properties with the failed or defective title shall be subject to such repayment obligation in proportion to Sellers' Deferred Interest in such Property.

4.2. Independent Development by Buyer. If at any time during the term of this Agreement Buyer decides to develop and operate any of its own coal mines on the Properties or to engage in any significant commercial real estate development activities on the Properties, Buyer shall so notify Sellers. Buyer and Sellers agree in such event to negotiate in good faith for a sale, lease or other mutually acceptable arrangement applicable to the Deferred Interest in the Properties affected thereby which will enable Buyer to realize all of the benefits of such activity and to bear all of the costs and liabilities associated therewith. In the event Buyer and Sellers are not able to negotiate a mutually acceptable arrangement, Sellers shall sell and Buyer shall purchase the Deferred Interest in any Properties on which Buyer proposes to conduct such activity at a cash price equal to the fair market value of such interest in such Properties at the time of such sale. If the parties are unable to agree upon the fair market value of the Property, the fair market value shall be determined in accordance with Section 3.5. Upon the closing of any transaction contemplated by this Section, the lands affected by such transaction shall cease to constitute part of the Properties for all purposes of this Agreement, the Operating Agreement and the Partnership.

ARTICLE V

INDEMNIFICATION

5.1. Intention of Parties. It is the intention of the parties that Sellers shall have no liability whatsoever in connection with its ownership of the Deferred Interests and its right to participate in the sale of the Properties and that Buyer shall have sole and exclusive responsibility for all costs and liabilities arising out of ownership, use and development of the Properties from and after the date hereof; accordingly, the indemnification in Section 5.2 shall be liberally construed to carry out such intention.

5.2. Indemnification. Buyer agrees to pay and to indemnify fully, hold harmless and defend Sellers, their Affiliates and their respective agents, officers, directors, shareholders, employees, servants, consultants, representatives, successors and assigns, from and against any and all Damages (as hereinafter defined) arising out of or relating to (i) any coal mining leases, timber contracts, surface leases, easements, rights of way, licenses and other agreements which Buyer hereafter enters into with respect to the Properties, (ii) any ad valorem, property and similar taxes and assessments levied against or relating to the Properties, including the Deferred Interests, to the extent attributable to the period after the date hereof, (iii) the failure of Buyer, the Properties or any use or development of the Properties to comply with any laws (statutory, judicial or otherwise), ordinances and regulations, any judgments, orders or decrees of any court, arbitrator or administrative or governmental authority or agency, or with any permits, authorizations, approvals or licenses issued by any governmental authority, (iv) any suit, action, claim or legal, administrative or arbitration proceeding instituted after the date of this Agreement and relating to the Properties or any use or development thereof, (v) any damage or personal injury of any kind to any person or property on or near the Properties, any unsafe condition on the Properties or any accident, fire or other casualty occurring on or near the Properties, (vi) any act or omission by Buyer, its agents, employees, contractors, subcontractors, licensees, invitees, lessees or sublessees with respect to the Properties and (vii) all other costs, claims, liabilities and expenses relating to the ownership, development, leasing, sale, occupancy or use of the Properties. The term "Damages" means any and all obligations, liabilities, damages, penalties, deficiencies, losses, investigations, proceedings, judgments, costs and expenses (including, but not limited to, costs and expenses incurred in connection with performing obligations, interest, bonding and court costs and attorneys', accountants', engineers' and investigators' fees and disbursements), but only to the extent (a) such Damages are attributable to the period of time after the date hereof, (b) such Damages are not the result of Sellers' willful misconduct, (c) Sellers were not responsible for such Damages on account of their ownership of the Properties before the date hereof or under any of the provisions of the Purchase Agreement. Nothing contained herein is intended to or shall be construed to modify the understandings of the parties contained in Section 11.4 of the Purchase Agreement. Notwithstanding the foregoing, any such Damages which constitute "Operating Expenses" may be deducted from the Operating Revenues for purposes of determining Net Revenues, but Sellers shall have no liability for, and Buyer shall indemnify and hold Sellers harmless against, any liability to third parties on account of Operating Expenses.

ARTICLE VI

REPORTS; AUDITS

6.1. Reports by Buyer. During the term of this Agreement, Buyer shall maintain proper books of record and account in which proper entries shall be made in accordance with good accounting practices and (to the extent applicable) generally accepted accounting principles, consistently applied, of all its business and affairs relating to the Properties. Within 90 days after the end of each calendar year before the Reversion Date and within 90 days after the end of each Fiscal Year thereafter, Buyer shall furnish to Sellers an accurate and detailed summary of all Sales made by Buyer and all material Development Agreements entered into by Buyer during the preceding calendar year or Fiscal Year, as the case may be, certified by the chief financial officer of Buyer, and at all other times Buyer shall furnish to Sellers upon request such other information with respect to the Properties as Sellers may reasonably request, including copies of all Development Agreements and copies of settlement statements for Sales or other dispositions of the Properties. Within 90 days after the end of each Fiscal Year, Buyer also shall furnish to Sellers unaudited statements of income and expenses with respect to the Properties for each such Fiscal Year, prepared in accordance with generally accepted accounting principles, consistently applied.

6.2. Audits by Sellers. Sellers shall have the right from time to time to review and audit and make copies of during reasonable business hours and at their expense, the books and records of Buyer relating to the Properties and activities contemplated by this Agreement. If any such review or audit discloses that Buyer has not paid Sellers all of the proceeds of Sales or Net Revenues to which it is entitled during the 36-month period preceding the effective date of such audit, Buyer shall promptly remit the deficiency to Sellers, together with interest thereon at the rate of 10% per annum from the date on which payment should have been made.

ARTICLE VII

TERMINATION BY SELLERS

At any time during the term of this Agreement Sellers may terminate this Agreement by so notifying Buyer not less than five days in advance of the effective date of such termination. If Sellers elect to terminate this Agreement, they shall promptly assign all of their interests in the Properties to Buyer. Such assignment shall transfer to Buyer all of Sellers' interests in all of the Properties, forever, and shall be free and clear of all liens, mortgages, security interests or other encumbrances securing Debt (as defined below) of Sellers. If Sellers execute and deliver such an assignment to Buyer, Buyer shall accept the same and assume all of the obligations of Sellers relating to the transferred interests other than Debt of Sellers. As used herein, the term "Debt" shall mean all obligations of Sellers evidenced by bonds, debentures, notes or similar instruments, and all debts of others secured by a lien on the Properties or any interest therein. Such termination shall not affect the rights and liabilities of the parties arising hereunder before the effective date of such termination.

ARTICLE VIII

MISCELLANEOUS

8.1. Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until terminated by the mutual agreement of all of the parties hereto or until the interests of Buyer and Sellers in all of the Properties have merged pursuant to Section 2.5, whichever occurs first, subject, however, to the provisions of Section 8.8 and Article VII. However, such termination shall not affect any rights or liabilities of the parties arising under this Agreement before the effective date of such termination.

8.2. No Partnership. This Agreement is not intended and shall not be construed to create a partnership or mining partnership or other relationship imposing fiduciary obligations (except in connection with the Partnership, if any, formed pursuant to Section 3.4) or joint or several liability upon any party hereto, within the meaning of the law of any state in which the Properties are located or under the laws of the state in which any party hereto is incorporated, organized or conducting business.

8.3. Tax Election. This Agreement does not create a partnership for United States income tax purposes. The parties hereto agree to make a timely election to be excluded from the application of Subchapter K of Chapter 1, Subtitle A of the Code ("Subchapter K"). If the income tax laws of any state in which the Properties are located now or hereafter contain provisions similar to those contained in Subchapter K of the Code, the parties hereby agree to elect to be excluded from the application of such provisions which are similar to Subchapter K and to execute all forms or consents necessary to effect such election.

8.4. No Duty. Notwithstanding the rights granted to Buyer hereunder to negotiate for and enter into sales of the Properties or portions thereof upon and subject to the provisions of Article

II, and the rights granted to Buyer hereunder to develop the Properties through leasing or other similar means, Buyer shall have no duty to cause the Properties to be sold or developed by the granting of leases or otherwise.

8.5. Waiver of Partition. Sellers and Buyer hereby waive any right to partition the Properties in kind.

8.6. Binding Effect; Assignment. This Agreement is binding upon and shall inure to the benefit of Buyer and Sellers and their respective successors and permitted assigns. Any assignee of all or any part of a party's interest in the Properties shall take such interest subject to the terms and conditions of this Agreement.

8.7. Notices; Agents. All notices or communications required or permitted under this Agreement shall be in writing and shall be sufficiently given if personally delivered or sent by registered or certified mail, return receipt requested as follows:

If to Sellers:	c/o CSX Realty, Inc. One James Center Richmond, Virginia 23219 Attn: General Counsel
If to Buyer:	40th Floor 601 Jefferson Street Houston, Texas 77002 Attn: Chief Executive Officer

or to such other address as hereafter shall be furnished in the manner provided in this Section 8.7 by any of the parties to the other parties. Sellers hereby appoint CSXR as their agent for the sole purpose of receiving notices, communications, and payments of Net Revenues under this Agreement on behalf of those Sellers which are and remain Affiliates of CSX Corporation. Sellers may substitute any other person(s) or entity(ies) as their agent for such purposes upon giving Buyer notice of such appointment and the address of the agent. Buyer may give to such agent all notices and communications and make all payments of Net Revenues to the agent of those Sellers which are Affiliates of CSX Corporation at the time each notice, communication or payment is given or made in lieu of giving such notices and communications and making such payments to each such Seller; provided, however, that Buyer shall also provide to such agent such information as it may need to allocate Net Revenue payments among such Sellers. If any of Buyer's interests in the Properties is at any time held by more than one party, all such parties shall appoint an agent for the sole purpose of receiving notices and communications hereunder, and making payments and furnishing reports hereunder to Sellers. Any agent appointed by Sellers or Buyer may, at the direction of the parties appointing such agent, also send notices and other communications hereunder on behalf of such parties.

8.8. Savings Clause. All of the rights and options of the parties hereunder will expire in accordance with their terms but not later than 21 years after the date of the death of the last to die of all descendants of the late H. R. Cullen and Lillie C. Cullen of Houston, Texas, who are living on the date hereof, except to the extent such rights and options are not subject to the Rule Against Perpetuities. All provisions hereof other than those subject to the Rule Against Perpetuities shall survive for the full term stated in this Agreement.

8.9. Entire Agreement. This instrument states the entire agreement between the parties with respect to the subject matter hereof and may be supplemented, altered, amended, modified or revoked only by a written instrument signed by all of the parties hereto.

8.10. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the internal laws of the State of West Virginia, except to the extent the laws of another jurisdiction are mandatorily applicable. In addition, any action instituted by any party hereto in connection with this Agreement shall be brought and maintained only in the courts of West Virginia or the federal courts in West Virginia.

8.11. Titles of Articles and Sections. All titles or headings to articles or sections or other divisions contained in this Agreement or the schedules hereto are used only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles or sections or other divisions, such other content being controlling as to the agreement between the parties hereto.

8.12. Articles; Sections: Schedules; Etc. Except as otherwise herein provided with respect to express references to other writings, all references herein to any Article, Section or other subdivision or any Schedule are to the corresponding Article, Section or subdivision of or Schedule to this Agreement.

8.13. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

8.14. No Right of Offset. Buyer agrees that its obligation to pay Sellers their proportionate share of Net Revenues under this Agreement and Buyer's other obligations hereunder shall be independent obligations and shall not be subject to any right of offset on account of any liability which Sellers may have to Buyer or any of its Affiliates under the Purchase Agreement, the

Stock Purchase Agreement of even date herewith among The New River Company, CSXM and Shenandoah Minerals Corporation, or any other Collateral Agreement (as defined in the Purchase Agreement).

8.15 Severability. If any provision of this Agreement or the application thereof in any circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of any such provision to any other circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

8.16. Purpose of Agreement; Supplemental Agreements. The parties hereto acknowledge that the principal purposes of this Agreement are to provide that (a) Sellers shall have the right to receive 25% (28% in the case of MAC) of the Net Revenues from and after the Reversion Date, (b) if the interest of both a Seller and a Buyer in any of the Properties is sold before the Reversion Date pursuant to a Sale, the Seller will receive 25% (28% in the case of MAC) of the net proceeds from such Sale after deducting the Allocated Purchase Price of such Property, (c) Sellers shall have no liability with respect to the Properties except to the extent that its share of the Operating Revenues are reduced by a proportionate share of Operating Expenses or except to the extent that Sellers are liable under the terms of the Purchase Agreement and (d) Buyer shall have sole responsibility for and the right to control the management and leasing of the Properties, subject to all of the terms and conditions expressly set forth in this Agreement. The foregoing statement of the purposes of this Agreement is not intended to contradict any of the express provisions hereof but rather to provide guidance in interpreting such provisions. In addition, after the date of this Agreement, each party hereto at the request of any other party and without additional consideration shall execute and deliver or shall cause to be executed and delivered from time to time such supplemental documents and agreements and shall take such other action (not requiring significant expense or obligations) as the other party may reasonably request to carry out the purposes of this Agreement or to clarify any of the provisions hereof consistent with such purposes.

BOOK 247 PAGE 615

EXECUTED as of the date first above mentioned.

CSX MINERALS, INC.

By: P. M. Afker

Title: General Counsel

CSX TRANSPORTATION, INC.

By: [illegible]

Title: Agent

MID ALLEGHENY CORPORATION

By: [illegible]

Title: Office

BALTIMORE AND OHIO RAILROAD COMPANY

By: [illegible]

Title: Agent

THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY

By: [illegible]

Title: Agent

ADRIAN REALTY COMPANY

By: [illegible]

Title: Agent

THE SCHUYLKILL IMPROVEMENT LAND COMPANY OF PHILADELPHIA

By: ______________________

Title: Agent

WESTERN MARYLAND RAILWAY COMPANY

By: ______________________

Title: Agent

MARYLAND AND WEST VIRGINIA COMPANY

By: ______________________

Title: Agent

CHICAGO AND INDIANAPOLIS COAL COMPANY

By: ______________________

Title: Agent

WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP

By: WESTERN POCAHONTAS CORPORATION, a Texas corporation, its general partner

By: ______________________

Title: President

This Instrument Was Prepared By:
F.B Cochran, III
Vinson & Elkins
3500 First City Tower
1001 Fannin
Houston, Texas 77002-6760

BOOK 247 PAGE 618

Alabama Corporate
Acknowledgment

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of CSX TRANSPORTATION, INC., a Virginia corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott

Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

BOOK 247 PAGE 619

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as General Counsel of CSX MINERALS, INC., a Virginia corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

Linda L. Scott

Notary Public in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Officer of MID ALLEGHENY CORPORATION, a West Virginia corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL] NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott

Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

BOOK 247 PAGE 620

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of BALTIMORE AND OHIO RAILROAD COMPANY, a Maryland corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL] NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott

Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY, a Maryland corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

Linda L. Scott
Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of ADRIAN REALTY COMPANY, a Pennsylvania corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

Linda L. Scott
Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of THE SCHUYLKILL IMPROVEMENT LAND COMPANY OF PHILADELPHIA, a Pennsylvania corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott
Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

~~Linda L. Scott~~
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

BOOK 247 PAGE 622

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of WESTERN MARYLAND RAILWAY COMPANY, a Maryland corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

Linda L. Scott
Notary Public in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1988

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of MARYLAND AND WEST VIRGINIA COMPANY, a West Virginia corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott

Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1989

THE STATE OF TEXAS §
§
HARRIS COUNTY §

BOOK 247 PAGE 623

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that P. M. GIFTOS, whose name as Agent of CHICAGO AND INDIANAPOLIS COAL COMPANY, a Indiana corporation, is signed to the foregoing conveyance, and who is know 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 and seal of office this 31st day of December, A.D., 1986.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS

Linda L. Scott

Notary Public in and for
The State of Texas

My Commission Expires:

Printed Name of Notary:

Linda L. Scott
My Commission Expires: July 30, 1989

THE STATE OF TEXAS §
§
HARRIS COUNTY §

I, Linda L. Scott, a notary public in and for said county in said state, hereby certify that CORBIN J. ROBERTSON, JR., whose name as President of WESTERN POCAHONTAS CORPORATION, General Partner of WESTERN POCAHONTAS Properties LIMITED PARTNERSHIP, a Texas Limited Partnership, is signed to the foregoing conveyance, and who is know 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 limited partnership.

Given under my hand and seal of office this 31st day of December, A.D., 1986.

[SEAL] NOTARY PUBLIC STATE OF TEXAS

My Commission Expires:

Linda L. Scott
My Commission Expires: July 30, 1988

Linda L. Scott
Notary Public in and for
The State of Texas

Printed Name of Notary:

BOOK 247 PAGE 624

SCHEDULE A

Conveyance, dated December 31, 1986, from CSX Transportation, Inc. to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page or Fiche/Frame
Alabama	Bibb	123/236
	Blount	17/229
	Chilton	025/886
	Cullman	389/A-1
	Jefferson	3083/870
	Morgan	1207/360
	St. Clair	159/133
	Shelby	112/876
	Tuscaloosa	939/385
	Walker	1283/712

BOOK 247 PAGE 625

Conveyance, dated December 31, 1986, from Chicago and Indianapolis Coal Company to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Indiana	Clay	203/261
	Greene	256/95
	Sullivan	259/331
	Vigo	410/69

Conveyance, dated December 31, 1986, from The Real Estate and Improvement Company of Baltimore City, recorded as follows:

State	County	Volume/Page
Indiana	Parke	168/36
West Virginia	Nicholas	317/508

Deed of Conveyance, dated December 31, 1986, from CSX Minerals, Inc. to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Kentucky	Breathitt	156/565
	Floyd	307/221
	Knott	139/635
	Magoffin	134/53
	Pike	601/155
Maryland	Garrett	488/808
West Virginia	Barbour	318/83
	Boone	182/48
	Clay	143/403
	Fayette	448/535
	Grant	151/168
	Greenbrier	379/67
	Logan	451/177
	Mineral	246/279
	Mingo	288/517
	Nicholas	317/460
	Pocahontas	191/593
	Preston	532/606
	Raleigh	718/304
	Randolph	381/462
	Tucker	118/634
	Wyoming	354/34

Conveyance, dated December 31, 1986, from The Baltimore and Ohio Railroad Company to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Ohio	Muskingum	988/323
West Virginia	Marion	871/261

Conveyance, dated December 31, 1986, from Western Maryland Railway Company to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Pennsylvania	Adams	448/803
	Somerset	988/237
West Virginia	Randolph	382/333
	Tucker	119/369
	Webster	208/436

Conveyance, dated December 31, 1986, from Adrian Realty Company to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Pennsylvania	Elk	251/629

Conveyance, dated December 31, 1986, from Schuylkill Land Improvement Company of Philadelphia to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
Pennsylvania	Fayette	250/24

Conveyance, dated December 31, 1986, from Mid Allegheny Corporation to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
West Virginia	Braxton	431/624
	Gilmer	360/708
	Greenbrier	379/111
	Harrison	1170/620
	Lewis	454/328
	Nicholas	317/412
	Pocahontas	191/639
	Webster	208/117
	Wetzel	319/549

Conveyance, dated December 31, 1986, from Maryland and West Virginia Company to Western Pocahontas Properties Limited Partnership, recorded as follows:

State	County	Volume/Page
West Virginia	Pendleton	118/32

T/h

BOOK 247 PAGE 628

89 JUL 25 AM 9:27

JUDGE OF PROBATE

RECORDING FEES

Recording Fee	$ 75.00
Index Fee	11.00
TOTAL	86.00

Please Return To:
Vinson & Elkins
Attn: Michelle Robichaux
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760