

MAIL TAX NOTICE TO:

President
Oak Mountain Energy Corporation
P. O. Box 1057
Pelham, Alabama 35124

This instrument was prepared by
Peggy A. Werdehoff, General Attorney
USX Corporation
P. O. Box 599
Fairfield, Alabama 350640

Inst # 1996-21551

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to USX Corporation, a Delaware corporation, by Oak Mountain Energy Corporation, an Alabama corporation, the receipt and sufficiency of which are acknowledged, the said USX CORPORATION, hereinafter referred to as "Grantor", does hereby remise, release, quitclaim and convey unto the said OAK MOUNTAIN ENERGY CORPORATION, its successors and assigns, hereinafter referred to as "Grantee", **SUBJECT** to the reservations, restrictions, conditions, and limitations hereinafter set forth, all of its right, title, interest and claim to the following described surface properties, including all improvements, fixtures and equipment located thereon or in any way appurtenant thereto (hereinafter collectively referred to as the "Mine Site"), **MINERALS AND MINING RIGHTS EXCEPTED**, said Mine Site being shown on map marked Exhibit "A" and described on Exhibit "B" both of which are hereto attached and made a part hereof.

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition that the Grantor, or its successors, assigns, licensees, lessees, or contractors, shall have the right to explore for, to drill for, to mine, to produce and to remove the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, contained in said land, or other lands in which the said Grantor, its successors, assigns, licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action for damages on account of injuries to the land herein conveyed or to

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any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from blasting, dewatering, or the removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

No private right of action shall accrue to any subsequent purchaser of the Mine Site, whether by foreclosure or otherwise, due solely to the taking of title to the Mine Site and, by taking such title, any such purchaser does hereby waive any and all right to claim against the Grantor, Grantee or their successors and assigns or any of them, for any cost, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical condition of the Mine Site or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations by the United States of America or the State of Alabama or any agency or instrumentality of either.

As a condition of the conveyance hereunder, Grantee acknowledges that the Mine Site conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said Mine Site is purchased by Grantee as a result of such inspection with all faults and liabilities and not upon any representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of the Mine Site conveyed hereunder. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of the Mine Site "AS IS, WHERE IS, WITH ALL FAULTS" and shall indemnify and hold Grantor harmless from any and all liabilities arising from the past, present or future condition of the Mine Site.

GRANTOR MAKES NO WARRANTIES WHATSOEVER CONCERNING THE MINE SITE, EXPRESS OR IMPLIED, AND GRANTOR SPECIFICALLY DOES NOT WARRANT TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

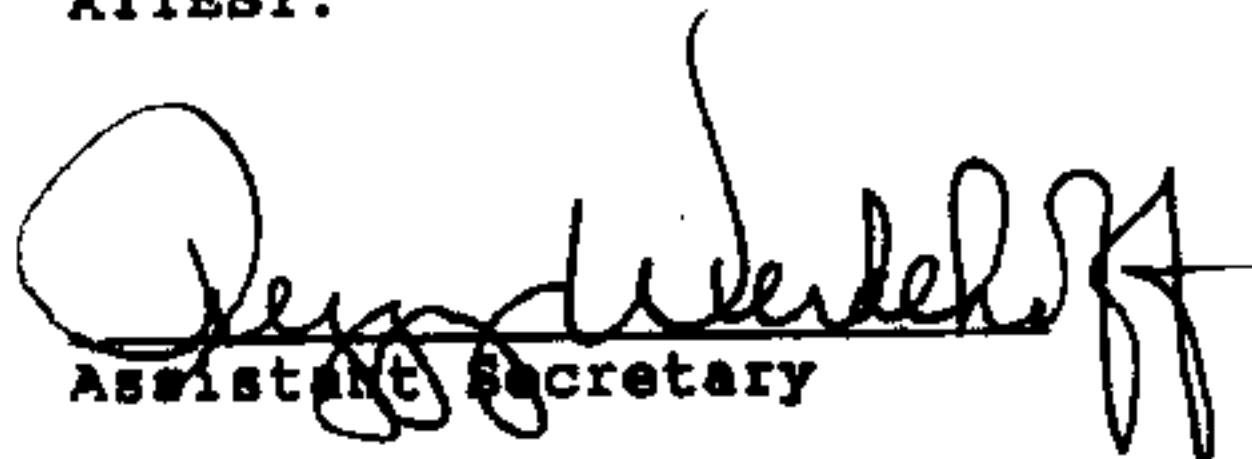
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, all of Grantor's right, title, and interest in and to said Mine Site forever.

Grantor does not warrant title to said Mine Site, but does transfer unto Grantee, its successors and assigns, the benefit of all prior warranties within the Grantor's chain of title.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 24th day of August, 1995.

ATTEST:

USX CORPORATION


Assistant Secretary

By A.E. Ferrara, Jr.
A.E. Ferrara, Jr. President USX Realty Development,
a Division of U. S. Steel Group,
USX Corporation



STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that A.E. Ferrara, Jr. President, whose name as of USX Realty Development, a Division of U. S. Steel Group, USX 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 this 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, the 23rd day of August, 1995.


Notary Public

My Commission Expires

Notarial Seal
Lillian B. Grindle, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 1, 1997
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

A tract of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in the East half of the North-East quarter of Section 29, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract being shown on map marked EXHIBIT "B" being hereto attached and made a part hereof and being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 21 South, Range 4 West; thence in a westerly direction along the north boundary of said Section, 180.22 feet; thence turning an angle of 50 degrees 31 minutes 33 seconds to the left in a southwesterly direction, 482.08 feet to the point of beginning of tract herein described; thence turning an angle of 93 degrees 21 minutes 45 seconds to the left in a southeasterly direction, 96.69 feet; thence turning an angle of 61 degrees 53 minutes 18 seconds to the right in a southwesterly direction, 323.04 feet; thence turning an angle of 16 degrees 19 minutes 28 seconds to the right in a southwesterly direction, 801.74 feet; thence turning an angle of 20 degrees 57 minutes 16 seconds to the right in a southwesterly direction, 303.15 feet; thence turning an angle of 55 degrees 21 minutes 07 seconds to the right in a northwesterly direction, 258.54 feet; thence turning an angle of 91 degrees 40 minutes 24 seconds to the right in a northeasterly direction, 535.80 feet; thence turning an angle

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of 7 degrees 42 minutes 34 seconds to the right in a northeasterly direction, 122.28 feet; thence turning an angle of 10 degrees 18 minutes 36 seconds to the right in a northeasterly direction, 193.10 feet; thence turning an angle of 2 degrees 11 minutes 48 seconds to the right in a northeasterly direction, 191.47 feet; thence turning an angle of 6 degrees 59 minutes 06 seconds to the right in a northeasterly direction, 490.22 feet; thence turning an angle of 86 degrees 36 minutes 15 seconds to the right in a southeasterly direction, 121.64 feet to the point of beginning.

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