

Mail tax notice to:

Attention: Rhett Riley
The Auburn University Foundation,
as Trustee of the J. E. Wilborn Charitable
Remainder Unitrust
317 South College Street
Auburn University, Alabama 36849-5153

This instrument was prepared by:

Michael M. Partain, General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599 - Suite 192
Fairfield, Alabama 36064

Inst # 2002-04257

SPECIAL WARRANTY DEED

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor by conversion to United States Steel LLC, hereinafter referred to as "Grantor", by **THE AUBURN UNIVERSITY FOUNDATION**, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee two (2) tracts of land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in the NW-1 /4 of the SE-1 /4 of Section 5, and in the SW-1/4 of the NE-1/4 of Section 4, all in Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, as more particularly described and shown on "**EXHIBIT A**" and "**EXHIBIT B**" attached hereto and made a part hereof.

RESERVING AND EXCEPTING to the extent of Grantor's ownership, 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 or disturbing 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 or disturbing the surface of the land hereby conveyed.

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01:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MEL 170.00

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land herein conveyed or to 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 sinkholes or other defects of the surface or subsurface of any nature affecting said land or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past 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 Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by 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 Grantee and all successors in title.

By acceptance of this deed and as a condition of this conveyance, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said land in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold harmless Grantor from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of said land. It is the express intention of the parties that this assumption, release, and indemnity run with said land and shall be binding upon Grantee, its successors and assigns, and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of said land 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 enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of said land and has the right and lawful authority to sell and convey said land. The Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free and clear of all encumbrances except for the Permitted Encumbrances set forth in "EXHIBIT C" attached hereto and by this reference made a part hereof, of which Grantor shall not defend against.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers or representatives thereunto duly authorized this, the 17th day of January, 2002.

ATTEST:

By: Michael W. Paster

Title: Assistant Secretary

UNITED STATES STEEL CORPORATION

By: Thomas G. Howard

Title: General Manager - Southeast

USS Real Estate,

a division of United States Steel Corporation



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

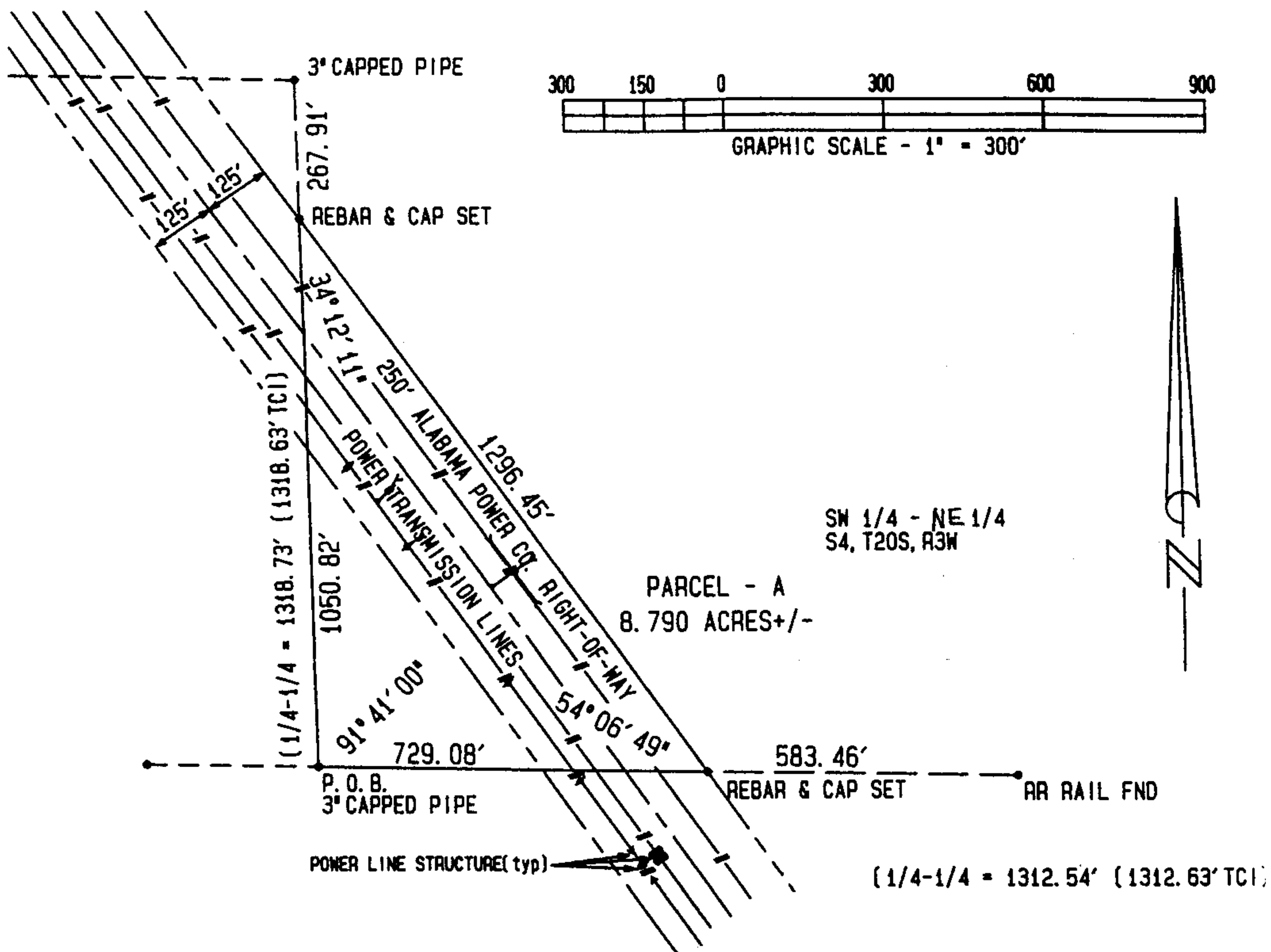
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, in such capacity 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 17th day of January, 2002.

Michael W. Paster
Notary Public

[SEAL]

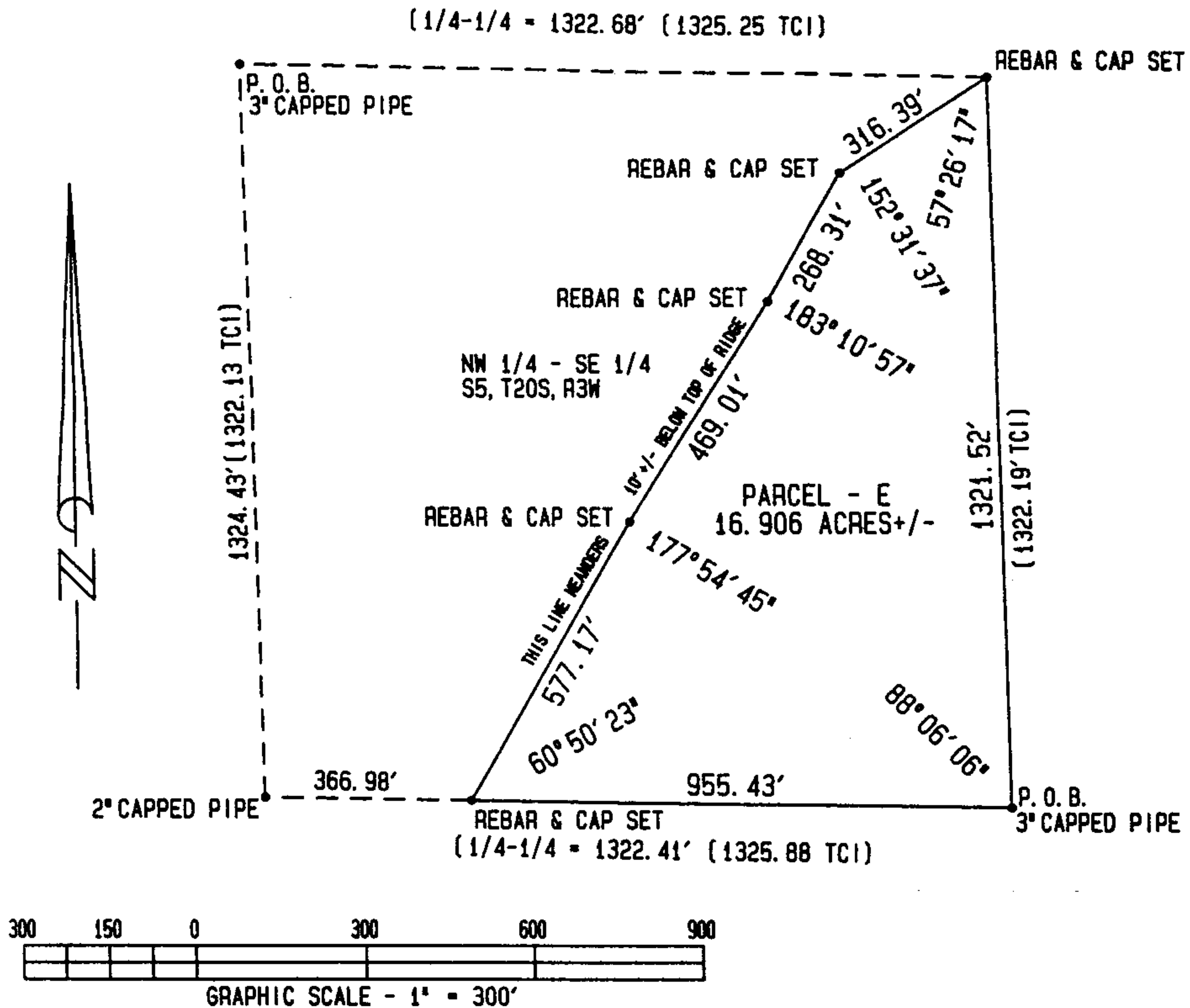
My Commission Expires: February 25, 2005



A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3" capped pipe marking the accepted location of the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said quarter-quarter section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right-of-way; thence turn an interior angle of 34°12'11" and run to the right in a Southeasterly direction along said right-of-way for 1296.45 feet to the accepted South line of said quarter-quarter section; thence turn an interior angle of 54°06'49" and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning, containing 8.790 acres, more or less.

EXHIBIT A



A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3" capped pipe marking the accepted location of the Southeast corner of the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said quarter-quarter section for 955.43 feet; thence turn an interior angle of 60°50'23" and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177°54'45" and run to the right in a Northeasterly direction for 469.01 feet; thence turn an interior angle of 183°10'57" and run to the left in a Northeasterly direction for 268.31 feet; thence turn an interior angle of 152°31'37" and run to the right in a Northeasterly direction for 316.39 feet to the Northeast corner of said quarter-quarter section; thence turn an interior angle of 57°26'17" and run to the right in a Southerly direction along the East line of said quarter-quarter section for 1321.52 feet to the point of beginning, containing 16.566 acres, more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Property taxes owing on the Property which are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions recorded in the Probate Office of Shelby County (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the land (including rights between the high and low tide lines);
6. All rail track, utility lines, and similar equipment serving the land, whether or not of record;
7. (Parcel A only) Right-of-way in favor of Alabama Power Company in agreement dated August 6, 1929 and amendment dated December 27, 1971 and March 30, 1994;
8. (Parcel A only) Right-of-way Agreement and amendments to Alabama Power Company in Real Volume 1015, page 69, in said Probate Office; and
9. (Parcel A only) A 250 foot transmission line right-of-way to Alabama Power Company as shown by the survey of Robbin E. Phillips dated December 20, 2001.

EXHIBIT C
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