

Mail tax notice to:

Oak Mountain Energy, LLC
P. O. Box 1057
Pelham, Alabama 35244

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 35064

CORRECTIVE QUITCLAIM DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS CORRECTIVE DEED is given for the sole purpose of correcting the legal description in that certain deed from USX Corporation to Oak Mountain Energy, LLC, dated May 30, 1997, and recorded in Instrument No. 1997-18712 in the Probate Office of Shelby County, Alabama. The corrections to the legal description are underlined below.

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 **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter called "Grantor"), by **OAK MOUNTAIN ENERGY, LLC**, an Alabama limited liability company, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby remise, release, quitclaim and convey unto Grantee, its successors and assigns, **SUBJECT** to the reservations, restrictions, conditions, and limitations hereinafter set forth, all of its right, title, interest and claim to the following parcel of land more particularly described as follows, to wit:

Commence at the southeast corner of Section 20, Township 21 South, Range 4 West; thence run northwesterly 292.73 feet along the north line of the south diagonal of the South half of the South-East quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West to the east right-of-way line of Southern Railway Company, said point being the point of beginning; thence continue northwesterly 1,198.36 feet, more or less, to the northwest corner of the South-West quarter of the South-East quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West; thence run southwesterly 933.19 feet to the southwest corner of the South-East quarter of the South-West quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West, said point also being on the south line of said Section 20, Township 21 South, Range 4 West, and also being on the north line of Section 29, Township 21 South, Range 4 West; thence run 1,361.87 feet to the southeast corner of the South-West quarter of the South-West quarter of the North-West quarter of the North-East quarter of said Section 29, Township 21 South, Range 4 West, said point also being on the south line of the North half of the North-East quarter of said Section 29, Township 21 South, Range 4 West; thence run easterly 1,127.39 feet along the south line of said north half of the North-East quarter of said Section 29, Township 21 South, Range 4 West, to a point on the west line of a tract of land quitclaimed by USX Corporation to Oak Mountain Energy Corporation by deed dated August 24, 1996; thence run northeasterly along the west line of said tract 208.38 feet; thence turn a deflection angle to the right of 7 degrees 42 minutes 34 seconds and run northeasterly along the west line of said tract 122.28 feet; thence turn a

deflection angle to the right of 10 degrees 18 minutes 36 seconds and run northeasterly along the west line of said tract 193.10 feet; thence turn a deflection angle to the right of 2 degrees 11 minutes 48 seconds and run northeasterly along the west line of said tract 191.47 feet; **thence turn a deflection angle to the right of 6 degrees 59 minutes 06 seconds and run northeasterly 490.22 feet**; thence turn a deflection angle to the right of 86 degrees 36 minutes 15 seconds and run southeasterly 100 feet, more or less, to the east right-of-way line of Southern Railway Company; thence run northeasterly along said east right-of-way line of Southern Railway Company 547.31 feet to the point of beginning.

RESERVING AND EXCEPTING TO GRANTOR a wheelage royalty of \$0.25 per ton on all coal transported through the property except such coal owned by Grantor.

FURTHER 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 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.

As a condition of the conveyance hereunder, Grantee acknowledges that the property conveyed hereunder has been inspected by Grantee or Grantee's duly authorized agent and that said property is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantee, Grantee's successors and assigns, agree that Grantor shall not, in any way, be liable to Grantee for the condition of the property conveyed hereunder. Grantee, Grantee's successors and assigns, specifically, as a condition of the conveyance hereunder, accept(s) the condition of the property "**AS IS, WHERE IS, WITH ALL FAULTS**" and shall defend, indemnify, and hold Grantor harmless from any liability arising therefrom.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, forever;
SUBJECT, however, to the following: (a) such easements not specifically mentioned herein as may exist over, upon, or across said land for public or private roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (b) applicable zoning and subdivision regulations; (c) ad valorem taxes for the current tax year; (d) all matters of public record affecting the land conveyed hereunder; (e) Hunting Agreement between USX Corporation and the Alabama Department of Conservation dated May 8, 1996; and (f) Southern Railway Company right-of-way as shown on said attached map.

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 officer's thereunto duly authorized this, the 19th day of December, 2003.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael W. Pate

Title: Assistant Secretary

By: Garrett F. Hurley
GARRETT F. HURLEY

Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation



STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

I, MARY D. SCHWARMAN, a Notary Public in and for said County in said State, hereby certify that GARRETT F. HURLEY, whose name as PRESIDENT 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 19TH day of DECEMBER, 2003.

Mary D. Schwarman
Notary Public

My Commission Expires: 03-21-05

