

THIS INSTRUMENT WAS PREPARED BY, AND
AFTER RECORDING RETURN TO:

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PREPARED WITHOUT THE BENEFIT OF
TITLE EXAMINATION OR ON-SITE INSPECTION


20040323000148570 Pg 1/16 3,438.60
Shelby Cnty Judge of Probate, AL
03/23/2004 15:27:00 FILED/CERTIFIED

STATE OF ALABAMA

SPECIAL WARRANTY DEED
TO MINERALS

COUNTY OF SHELBY

THIS DEED IS MADE AND DELIVERED ON FEBRUARY 26, 2004 (the "Delivery Date"), BUT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS THAT TERM IS DEFINED BELOW.

KNOW ALL MEN BY THESE PRESENTS, that **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation, hereinafter called "Grantor", for and in consideration of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, bargain, sell, and convey unto **RGGS LAND & MINERALS, LTD., L.P.**, a Delaware limited partnership, its successors and assigns, hereinafter called "Grantee", all of the mineral interests owned by the Grantor in, under or that may be produced from the lands located in Shelby County, Alabama, covering approximately twenty-two thousand nine hundred twenty-four (22,924) acres, as more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof, hereinafter called the "Land" or the "Lands", including, but not limited to

(i) with respect to those Lands for which Grantor owns, as of the Delivery Date, the surface and certain mineral interests and rights, hereinafter sometimes called the "Fee Lands," all of the Minerals and Mining Rights, as those terms are defined below; and

(ii) with respect to those Lands other than the Fee Lands, all right, title and interest owned by Grantor as of the Delivery Date in and to coal, iron ore, oil, gas and all other minerals, it being the intent of Grantor to convey by this clause (ii) all such rights in the Lands previously reserved by or conveyed to Grantor or its predecessors, including without limitation rights of ingress, egress and surface use, whether such rights are more or less broad than the terms defined herein as

“Minerals” or “Mining Rights,” it being specifically recognized that the right of the Grantee to use the surface and subsurface for development of the minerals conveyed by this part (ii) may be more extensive than such rights of use with respect to the Minerals and Mining Rights conveyed by part (i). The rights described in this part (ii) are sometimes defined herein as the “Other Mineral Interests.”

(iii) all of the following with respect to all of the Lands: all rights of reversion, possibilities of reverter, rights of entry and powers of termination, and

(iv) all other rights of Grantor, not reserved pursuant to Article II, with respect to the Lands described in clauses (i) and (ii) above, including without limitation, overriding royalty interests, net profit interests, participation interests, and nonparticipating royalty interests.

This conveyance is subject to the restrictions and reservations set forth herein, it being the express intent of Grantor to retain the surface rights of said Fee Lands, less and except the Minerals and Mining Rights and other rights granted to Grantee herein. By delivery and acceptance of this Deed Grantor and Grantee agree to be bound by the covenants and agreements set forth herein, all of which shall run with the land as against Grantor, Grantee and their respective successors and assigns, and all successors in title to the Lands.

“Grantor,” as defined herein, shall include **UNITED STATES STEEL CORPORATION** and all predecessors in title, including but not limited to (i) Carnegie-Illinois Steel Corporation; (ii) United States Steel Company; (iii) United States Steel Corporation, a New Jersey corporation; (iv) U.S. Steel Company; (v) USX Corporation; (vi) United States Steel LLC; and (vii) Tennessee Coal, Iron and Railroad Company.

ARTICLE I

MINERALS, MINING RIGHTS, AND USE AGREEMENT

1.1 This conveyance is effective as of 12:01 AM Central Time on January 1, 2003 (the “Effective Date”).

1.2 For the purposes of this Deed, “Minerals” shall include, in addition to the substances normally recognized, at present or in the future, as minerals in the state in which the Fee Lands are located, all coal, lignite, uranium and other fissionable materials, geothermal energy (including hydrostatic pressure and thermal energy), base and precious metals, gem stones (both precious and semiprecious), iron ore, stone, limestone, dolomite, sandstone, petroleum, hydrocarbons, gas (of all kinds including without limitation methane, helium, propane and butane), oil, sulphur (including without limitation elemental sulphur and sulphur in a gaseous state), coal seam gas, water associated with the production of coal seam gas, gob gas, evaporates (including but not limited to gypsum, salt and sylvite), substances dissolved in formation water, phosphates, hydrates and any and all other substances which may be extracted for use, whether solid, liquid or gaseous in nature

and whether such substances are known now or which may come to be known in the future, together with sand, gravel and clay in economically mineable quantities.

1.3 For the purposes of this Deed, "Mining Rights," shall mean all mining rights and rights for the development of Minerals including without limitations: the right to the use of the surface and the sub-surface of the Fee Lands, together with adjacent lands owned by Grantor on the Effective Date, as reasonably necessary or convenient for the purposes of investigating, exploring, developing, prospecting, drilling for, producing, extracting, mining and storing, through all means known and utilized at the time of this Deed (by any extraction or mining method, including, without limitation, in-situ mining methods), together with such means which may be developed from time to time in the future, the Minerals including the right to stockpile, treat, wash, remove, store and transport (either above or below the surface of the earth) the Minerals, together with any and all related activities appurtenant thereto, to make surveys on the Fee Lands, to establish and utilize facilities for the surface or subsurface disposal of produced water and formation water in accordance with appropriate local, state, federal and environmental law and regulations, to lay pipe lines, and to construct power, pumping, and compressor stations, power lines of all kinds for use in connection with the development of Minerals and Mining Rights, processing facilities and washers, tipples, dehydration facilities, railroads, field offices with parking and staging areas for mining activities, roads, and any other facility reasonably necessary for the development, exploration, extraction or removal of the Minerals, to inject, store or dispose of substances in the subsurface strata including, without limitation injection and/or storage of waste water, solids and liquids, along with gases of all kinds, all in accordance with appropriate local, state, federal and environmental law and regulations, and the unrestricted undermining and the right of subsidence of the surface of the Fee Lands (and adjacent or surrounding lands owned by Grantor on the Effective Date) during and following the mining process, and to do such other things and construct such other structures thereon necessary to investigate, produce, save, take care of, treat, and transport said Minerals and water. Grantee may use the Fee Lands for the purposes set forth in this Section 1.3 with respect to Minerals found or located in, under and that may be produced from the Fee Lands and Minerals found or located in, under and that may be produced from other lands owned by Grantee, or owned by others and leased to Grantee, within or immediately surrounding the Fee Lands. In addition to the foregoing rights, the rights provided under this Section 1.3 are intended to be the customary mining rights at law of a mineral owner to use the surface and subsurface to explore for, develop, extract, remove and transport the minerals owned by the mineral owner on the Fee Lands. Grantee shall have the free non-exclusive use of water from the Fee Lands, except water from Grantor's water wells, for all operations for the development, exploration, extraction or removal of the Minerals pursuant to this Deed. Grantee shall further have the right to extract non-mineral substances incident to the development, exploration, extraction and removal of Minerals from the Fee Lands. Grantee shall further have the right to excavate and use deposits of clay, sand and gravel for incidental uses such as roads, impoundments of water and other infrastructure needed in connection with Grantee's development of Minerals and Mining Rights. Grantee shall also have (i) the exclusive right to utilize the void and/or pore spaces in the sub-surface strata of the Fee Lands for the storage of Minerals and non-mineral substances, together with the non-exclusive right to use the surface of the Fee Lands in connection with such activities, and (ii) the exclusive right to utilize the subsurface of the Fee Lands for recovery of Minerals on or off of the Fee Lands, including without limitation a well drilled directionally across the Fee Lands to recover Minerals on other lands.

1.4 With respect to Fee Lands, during the term of one or more "Agreement with Respect to Surface and Subsurface Uses" recorded simultaneously herewith (the "Use Agreement") governing the relationship of Grantor and Grantee with respect to the matters covered therein, the Mining Rights of Grantee shall be subject to the Use Agreement, as the Use Agreement may be amended from time to time. Expiration of the Use Agreement shall not impair or cause termination of the Mining Rights granted pursuant to this Deed, which are perpetual and run with the Minerals. The Use Agreement does not apply to the Lands other than the Fee Lands.

1.5 The Lands are also subject to all mineral leases in effect on the Effective Date, as the same may be amended from time to time.

ARTICLE II

RESERVATION OF RIGHTS BY GRANTOR

With respect to the Fee Lands only, the provisions of this Article II shall apply. This Article II shall not govern or affect Grantee's right to use the surface of Lands other than the Fee Lands, such rights being determined by one or more prior conveying instrument(s), statutory law or the common law.

2.1 Except for the Minerals and Mining Rights granted herein, Grantor shall remain the owner of the Fee Lands, with all rights and privileges associated therewith, including without limitation the full right to develop, construct, install and maintain buildings, roads, railroads, bridges, conduits, pipelines, power lines, dams and any other improvements of any kind or nature, and such rights as Grantor may hold to cause the relocation of roads, power lines, pipelines, communication lines, and utilities generally, and shall remain the owner of all rights of use with respect to the Fee Lands for any and all lawful purposes including without limitation, right of ingress and egress at all times, on over, in and across the Fee Lands, and the right to use the Fee Lands for hunting, fishing and recreation.

2.2 Grantor reserves the right to use, without compensation to Grantee therefor, the clay, sand and gravel on the Fee Lands for incidental uses in connection with Grantor's historic use of the surface of the Fee Lands, such as roads for timber operations, excavation and fill to build timber related structures and to build impoundments of water.

2.3 Grantor reserves the further right to re-contour the surface of the Fee Lands in an area of development, whether residential, commercial or industrial (a "Site"), and thus move and use clay, sand and gravel within the Site, along with soil, earth, and rock, subject to the following conditions: (i) Grantor shall give not less than sixty (60) days written notice (the "Notice Period") to Grantee, describing the Site, (ii) Grantee shall have the right to survey the Site for commercial deposits of clay, sand and gravel (a "Commercial Deposit"), (iii) Grantee may identify any Commercial Deposits found on the Site by providing written description of same to Grantor prior to expiration of the Notice Period, provided, however, that failure of Grantee to respond within the Notice Period shall be deemed concurrence by Grantee that no Commercial Deposit exists on the site, (iv) Grantor shall pay Grantee a commercially reasonable royalty for any Commercial Deposit utilized at the Site. If Grantee fails to identify a Commercial Deposit pursuant to sub-section (iii)

or Grantee identifies a Commercial Deposit and Grantor pays to Grantee the appraised value thereof, then Grantee shall have no further rights with respect to clay, sand and gravel at the Site, and Grantor may develop the Site without disturbance by Grantee.

2.4 If there shall be filed with respect to any of the Fee Lands an action of condemnation or eminent domain, then either party receiving notice thereof shall give notice to the other party in writing.

2.5 Grantor further reserves and excepts from this conveyance all existing and future timber on the Fee Lands and all rights to conduct timber operations thereon, including the right to construct logging roads and other facilities in connection with the development, management, and harvesting of the timber reserved by Grantor. Disturbance of Grantor's timber rights by Grantee is governed by this Deed and the Use Agreement. Grantor has entered into that certain *Timber Purchase and Cutting Agreement* with U.S. Steel Timber Company LLC, (the "Company"), dated the 29th day of September, 2003, as amended December 29, 2003, covering 30,385.75 acres and that certain *Timber Purchase and Cutting Agreement* with the Company, also dated the 29th day of September, 2003, as amended December 29, 2003, covering 134,606.27 acres (the "Timber Agreements"). Grantor covenants and agrees that it will not, without the prior written consent of Grantee, execute, amend or modify the Timber Agreements, or waive rights under the Timber Agreements, this covenant being a covenant running with the land and binding upon Grantor, its successors and assigns.

ARTICLE III

PERMITTED ENCUMBRANCES; DISCLAIMER OF WARRANTY; RELEASE AND WAIVER

3.1 In addition to the matters set forth on **EXHIBIT "B"** attached hereto and made a part hereof (the "Permitted Encumbrances"), the provisions of parts (i) and (ii) below shall apply as indicated.

(i) With respect to the Fee Lands, Grantee takes this Deed subject to and subordinate to the Use Agreement, the Agreement to Grant Easements of even date herewith between Grantor and Grantee, the Timber Agreements, and all prior leases, agreements, rights-of-way, easements, or other rights now existing which affect the Land and the Minerals, specifically including but not limited to the Permitted Encumbrances. Furthermore, Grantor, to the extent of its interest, reserves the right to grant additional leases and subleases or other easements covering all or portions of the interests retained by Grantor in the Land to the extent of the rights of Grantor reserved herein. The lessee(s), licensee(s), and grantee(s), under the terms of such additional leases, licenses, and subleases and other easements, if any, shall have the right to conduct operations on the interests retained by Grantor in the Land subject to the rights of Grantee granted herein. Grantor and Grantee shall each conduct their operations and activities in such manner as to avoid unnecessary or unreasonable interference with or damage to the rights of the other in the Land and the operations of the other, or their contractors, agents, licensees or lessees who may be conducting operations on the Land; provided that the exercise of Grantee's right to develop Minerals and exercise Mining Rights is not an unreasonable interference with Owner's rights, including those rights contemplated in the

Timber Agreements. Subject to the Use Agreement and this Deed, Grantor and its successors shall reasonably cooperate, and not unreasonably delay or interfere with, the orderly development, exploration, extraction and production of the Minerals and Grantee's rights hereunder. In the event of a conflict between this Deed and the Use Agreement, the terms of the Use Agreement shall control.

(ii) With respect to Lands other than the Fee Lands, Grantee takes this Deed subject to and subordinate to all prior leases, agreements, rights-of-way, easements, or other rights which affect the Lands as of the Effective Date and the Other Mineral Interests herein conveyed, specifically including but not limited to the Permitted Encumbrances as defined in Section 3.3.

3.2 Grantee acknowledges and agrees that the sufficiency of the Minerals and Other Mineral Interests conveyed hereunder and the physical and environmental condition of the Land on and under which Grantee is granted the right to use have been inspected by Grantee or its duly authorized agent and that the Minerals and Other Mineral Interests are accepted and 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 the Minerals, the Other Mineral Interests and the Land on and under which Grantee is granted the right to use in their **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions; to release Grantor from (but not indemnify Grantor with respect to) any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances governing the use of the Land. It is the express intention of the parties that this assumption and release run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this Deed, "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 Resources Conservation and Recovery Act, 42 U.S.C. § 6921, *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).

3.3 Grantor warrants title to the Minerals and the Other Mineral Interests against the lawful claims of all persons claiming by, through, and under Grantor, subject to the Permitted Encumbrances, but not otherwise. Grantor further warrants to the best of its knowledge, information, and belief as of the date of this Deed, that it has not received notice of any pending and unresolved third party claim challenging title to the Minerals and the Other Mineral Interests. The Minerals and the Other Mineral Interests are conveyed and assigned subject to all (i) covenants, easement conditions, mineral rights and restrictions of record; (ii) any condition that a physical inspection or survey of the Lands would reveal; (iii) zoning or other governmentally established restrictions; (iv) the Permitted Encumbrances; (v) non-delinquent property taxes and assessments of the levying jurisdictions; (vi) mechanic, materialmen or similar liens arising in the ordinary course of business provided no such liens burden the interest Grantee is acquiring in the Minerals or the Other Mineral Interests; and (vii) the current leases as listed on **EXHIBIT "C"**. Grantor hereby disclaims any and all other warranties, express or implied, in relation to the Land, the Minerals, the Other Mineral Interests and any other matters regarding this Deed. Subject to the foregoing sentence, depiction of ownership of the Land herein and on exhibits hereto are advisory only and shall not constitute a warranty of title. For purposes of ascertaining title hereunder, Grantee may

review upon request, at reasonable times and at no expense to Grantor, specific conveyance documents, abstracts, and other pertinent records in the possession of Grantor which are not of public record.

3.4 Neither the Grantor nor any of its associate companies, licensees, assignees, or parties operating wholly or partially under contract with it or its associate companies ("Beneficiary Parties") shall at any time become liable to the Grantee or to Grantee's successors in title for damages on account of injuries to the Lands, the Other Mineral Interests and/or Minerals or Mining Rights resulting from any past operation or past operations of any plant, industry, or business of the Beneficiary Parties, or any one or more of them, and no right of action shall ever accrue to or be asserted by Grantee or Grantee's successors in title or anyone else for damage on account of injuries to the Lands, the Other Mineral Interests and/or Minerals or Mining Rights resulting from any past plant, industrial, or business operations of the Beneficiary Parties or any one or more of them, and without in any way limiting the generality of the provisions of this Section 3.4 the word "damages" as herein used shall be held to include: (a) damages resulting from deposits, airborne or otherwise, of dust, fumes, particles, smog or other matter from furnaces, or other past operations; (b) damages which, except for the covenants herein contained, might be claimed to have resulted from the maintenance of a nuisance because of past operations of the Beneficiary Parties, or any one or more of the Beneficiary Parties, which prior to the date hereof may have been maintained on property owned or controlled by one or more of said Beneficiary Parties; (c) damages resulting from past blasting; and (d) damages resulting from the past emission of noxious gases. "Operations" as used in this paragraph includes any past method of operation on the Lands or other lands of Grantor, including without limitation any of the following which occurred in the past: the construction, maintenance, and operation of railroads and other facilities on land of Grantor, blasting or other acts of Grantor, its agents, employees, or contractors causing damages or injuries to the Lands or to any buildings, structures, improvements, or property of any kind or to any owners or occupants or other persons in or upon the Lands.

3.5 Limitation of Actions

3.5.1 Mining. Except as otherwise provided herein or in the Use Agreement, or except as arising from any breach by Grantee of this Deed or the Use Agreement, there shall be no right of action against Grantee, its successors and assigns, for damages on account of injuries to the Fee Lands or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Fee Lands, or to any owners or occupants or other persons in or upon the Fee Lands, resulting from "Mining Activities," as defined below, and no action shall ever accrue to or be asserted by Grantor or by Grantor's successors in title, this Deed 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 Grantor and all successors in title. For purposes of this Section 3.5.1 "Mining Activities," are defined as any of the following operations, whether occurring in the past or in the future, of Grantee, its predecessors-in-title, or the assigns, licensees, lessees, or contractors of Grantee or its predecessors-in-title: mining and/or gas or oil producing operations generally, including, without limitation, blasting, dewatering, removal of Minerals and non-mineral substances, including water associated with the production of coal seam gas, and/or removal of coal seam or other roof supports, including, without limitation, the condition commonly known as subsidence, whether occurring on the Fee Lands or other lands.

3.5.2 Environmental. Without limiting in any way the provisions of Section 3.5.1, and

(i) except as otherwise provided herein or in the Use Agreement,

(ii) except as arising from any breach by Grantee of this Deed or the Use Agreement, or

(iii) except as arising from Grantee's breach of any federal, state, and local laws, codes, ordinances, rules, decrees, order, judgments, implementing regulations, and applicable regulatory permits relating to pollution or protection of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Superfund Amendments and Reauthorization Act of 1986, and all other laws and regulations relating to hazardous and toxic substances, emissions, releases, and discharges of pollutants, wastes, and other substances into ambient air, surface water, ground water, or land, whether such requirements exist on the date hereof or are adopted in the future [the "Environmental laws"],

no private right of action shall accrue with respect to the physical or environmental condition of the Fee Lands to any subsequent purchaser of the Fee Lands (a "Subsequent Purchaser"), whether by foreclosure or otherwise due solely to the taking of title to the Fee Lands and, by taking such title, any Subsequent 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 the Fee Lands 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 CERCLA, RCRA, 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. The burden of proof for establishing the exception set forth in part (iii) of this Section 3.5.2 shall be upon the Subsequent Purchaser, who shall, at its expense, have reasonable access to the Lands, including without limitation the Minerals, for the purposes of addressing the burden of proof. Any Subsequent Purchaser shall be required to obtain written consent for access to the Minerals from Grantee, which consent shall not be unreasonably withheld or delayed.

3.5.3 In the event an action would be barred pursuant to Section 3.5.1, but would not be barred pursuant to Section 3.5.2, Section 3.5.1 shall control and such action shall remain barred.

3.5.4 With respect to Lands other than the Fee Lands, Grantor hereby assigns and conveys unto Grantee all rights, benefits, limitations of action, disclaimers or the like which Grantor holds by virtue of provisions of prior deeds to or from Grantor. By way of example and not by way of limitation, if in a prior deed Grantor conveyed the coal, reserving the right to cause subsidence of the surface in the mining of coal, such right to cause subsidence is hereby conveyed to Grantee.

3.6 This Deed is made without warranty of any kind, express or implied, as to the condition of the Lands or the sufficiency, economic recoverability, extent, or existence of Minerals therein, or any part thereof, any appurtenances belonging or appertaining, or the fitness thereof for

any use or purpose whatsoever. Grantee hereby acknowledges that no representations are made to Grantee by Grantor with respect to such conditions.

3.7 For purposes of the Mineral Documentary Tax only, this Deed covers twenty-two thousand nine hundred twenty-four (22,924) net mineral acres.

TO HAVE AND TO HOLD, the rights granted hereunder, subject to the reservations, conditions and covenants hereof, unto the Grantee, its heirs and assigns forever.

EXHIBITS

EXHIBIT A Lands
EXHIBIT B Permitted Encumbrances
EXHIBIT C Current Leases

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers thereunto duly authorized this, the 26th day of February, 2004.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael W. Porter

By: Garrett F. Hurley
Garrett F. Hurley

Title: Assistant Secretary

Title: President
USS Real Estate, a division of
United States Steel Corporation



STATE OF TEXAS)

COUNTY OF HARRIS)

I, Karen E. Inmon, 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 instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, 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 26th day of February, 2004.

Karen E. Inmon

Notary Public

My Commission Expires: June 17, 2007

[SEAL]



Exhibit A
Shelby County, Alabama

SHELBY COUNTY, ALABAMA DEED DESCRIPTION

Item	Section	Township	Range	Description	Acres
1.	25	18S	2W	Southwest Quarter of Northeast Quarter; Northwest Quarter of Southeast Quarter.	80.00
2.	35	18S	2W	The Southwest diagonal Half of Northeast Quarter of Southeast Quarter EXCEPT coal in the Water Works Seam and also all coal in any seam which may lie above the Water Works Seam; Southeast Diagonal Half of West Half of Southeast Quarter EXCEPT coal in the Water Works Seam and also all coal in any seam which may lie above the Water Works Seam; Southeast Quarter of Southeast Quarter EXCEPT coal in the Water Works Seam and also all coal in any seam which may lie above the Water Works Seam. OIL AND GAS ONLY in the Northeast Quarter of Section EXCEPT (1) Southeast diagonal one half (1/2) of Southeast Quarter of Northeast Quarter; (2) That part of Northeast Quarter of Northeast Quarter described as follows: begin at the Northeast corner; thence South along the East boundary of said 1/4-1/4 section 667.4 feet to intersection with the center line of right of way of a public highway; thence turning an angle of 117 degrees 25 minutes to the right Northwest along a straight line which is the center line of said right of way 223.4 feet to point of beginning of the arc of a curve turning to the right and having a radius of 2292.0 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 16 degrees 15 minutes; thence Northwest along said arc which is the center line of said right of way 650.1 feet to point of beginning of a straight line tangent to said arc; thence Northwest along said straight line which is the center line of said right of way 298.3 feet to intersection with the North boundary of said 1/4-1/4 section; thence East along said North boundary 941.4 feet to point of beginning. Oil and gas only in the Northwest diagonal 1/2 of West Half of Southeast Quarter.	271.80
3.	3	19S	2W	OIL AND GAS ONLY in the following two (2) parcels: (Parcel 1) Lot 1 as shown by Map of Butte Woods Ranch Addition to Altadena Valley, said map being recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 5 at Page 1, said lot being located in the Northwest Quarter of Northwest Quarter of said section 3; (Parcel 2) That part of the East Half of Northwest Quarter described as follows: Begin at the Southeast corner of said East Half of Northwest Quarter; thence in a northerly direction along the east boundary of said East Half of Northwest Quarter to a point 310.0 feet South of the Northeast corner of said East Half of Northwest Quarter; thence turning an angle of 80 degrees and 30 minutes to the left in a Northwesterly direction 500.0 feet; thence turning an angle of 11 degrees and 35 minutes and 55 seconds to the left in a southwesterly direction 824.42 feet to intersection with the West boundary of said East Half of Northwest Quarter at a point 310.0 feet south of the Northwest corner of said East Half of Northwest Quarter; thence turning an angle of 87 degrees and 46 minutes and 30 seconds to the left in a Southerly direction along said West boundary 854.04 feet to intersection with the Northeasterly boundary of Old Caldwell Mill Road as shown by Map of Altadena Park recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 5 at page 73; thence Southeasterly along said Northeast boundary of Old Caldwell Mill Road 268.28 feet, more or less, to the Northwest corner of Block 1 as shown by Map of Altadena Park, said map being recorded in the Office of the Judge of Probate of	240.00

				Shelby County, Alabama in Map Book 5 at page 73; thence in a Northeasterly direction along the Northwest boundary of said Block 1 a distance of 250.00 feet, to the most northerly corner of said Block 1; thence southerly along the Easterly boundary of said Block 1 to intersection with the South boundary of said East Half of Northwest Quarter; thence in an Easterly direction along said South boundary 1154.16 feet, more or less, to the point of beginning. All minerals in the Northeast Quarter of Northeast Quarter; Southwest Quarter of Northeast Quarter; Northwest Quarter of Section EXCEPT as described in Parcels 1 and 2 above.	
4.	4	19S	2W	East Half of Section EXCEPT that part of the Southwest Quarter of Northeast Quarter lying North of the Cahaba River.	314.05
5.	17	19S	2W	North Half of Northeast Quarter EXCEPT South Half of Southwest Quarter of Northwest Quarter of Northeast Quarter; That part of North Half of Northwest Quarter described as follows: Begin at the Southeast corner; thence West along the South boundary to a point 549.5 feet West of the Southeast corner of Northwest Quarter of Northwest Quarter; thence turning an angle of 59 degrees 00 minutes to the right Northwest along a straight line to a hackberry bush on the East side of Cahaba River at the top of the bank of Cow Ford; thence East and thence Northeast up said Cahaba River to the North boundary of said 1/2-1/4 section; thence East along said North boundary to the Northeast corner; thence South along the East boundary to point of beginning; South Half of Northwest Quarter; Northeast Quarter of Southwest Quarter; Southwest Quarter of Southwest Quarter; Oil and Gas Only in the South Half of Southwest Quarter of Northwest Quarter of Northeast Quarter and the Southwest Quarter of Northeast Quarter and Northwest Diagonal Half of Southeast Quarter of Northeast Quarter.	351.71
6.	3	20S	3W	Northeast Quarter of Northwest Quarter.	40.00
7.	4	20S	3W	Northeast Quarter of Northwest Quarter.	40.00
8.	5	20S	3W	North Half of Southwest Quarter; Northwest Quarter of Southeast Quarter; that part of Southwest Quarter of Northeast Quarter lying Southwest of a line 110.0 feet North of the Southeast corner of said quarter-quarter and 370.0 feet East of the Northwest corner of said quarter-quarter.	146.81
9.	7	20S	3W	Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter.	80.00
10.	10	20S	3W	Northeast Quarter of Northeast Quarter EXCEPT the Thompson and Helena Coal Seams; Northwest Diagonal Half of Northwest Quarter of Southeast Quarter EXCEPT the Thompson and Helena Coal Seams; Southeast Diagonal Half of Northwest Quarter of Southeast Quarter; That part of the Northeast Diagonal Half of Northeast Quarter of Southwest Quarter lying East of the top of Conglomerate Ridge EXCEPT the Thompson and Helena Coal Seams; Southwest Diagonal Half of Northeast Quarter of Southwest Quarter lying East of the top of Conglomerate Ridge; Southeast Quarter of Southwest Quarter East of the top of Conglomerate Ridge.	130.10
11.	15	20S	3W	That part of the East Half of Northwest Quarter lying North of Buck Creek EXCEPT the following described three (3) tracts: (1) That part of the Southeast Quarter of Northwest Quarter described as follows: Begin at the Northwest corner; thence South 44 degrees 09 minutes East 164.4 feet; thence South 60 degrees 18 minutes East 179.15 feet; thence South 83 degrees 45 minutes East 30.0 feet; thence South 3 degrees 33 minutes West 56.25 feet to point of beginning of boundary of said excepted tract; thence Southwest along a curve to the right, having a radius of 1462.69 feet, 156.87 feet; thence South 87 degrees 46 minutes East 180.2 feet; thence North 4 degrees 43 minutes West 187.5 feet to intersection of the South line of a 20 foot street; thence South 80 degrees 32 minutes West along the South side of said street 146.8 feet to point of beginning; (1.03 acres); (2) That part of the Southeast Quarter of Northwest Quarter described as follows: Begin at the Northwest corner; thence South 44 degrees 09 minutes East 164.4 feet; thence South 60 degrees 18 minutes East 179.15 feet; thence South 83 degrees 45 minutes East 30.0 feet; thence South 3 degrees 33	95.46

				minutes West 56.25 feet; thence North 80 degrees 32 minutes East 146.8 feet to point of beginning of boundary of tract of land herein excepted; thence South 4 degrees 43 minutes East 187.5 feet; thence South 4 degrees 43 minutes East 69.6 feet; thence South 84 degrees 43 minutes East 36.97 feet; thence South 7 degrees 17 minutes West 32.25 feet; thence North 80 degrees 32 minutes East 137.5 feet; thence North 4 degrees 43 minutes West 297.5 feet; thence South 80 degrees 32 minutes West 167.3 feet to point of beginning; (1.26 acres); (3) That part of the Northeast Quarter of Northwest Quarter lying West of the top of Conglomerate Ridge; Southwest Quarter of Northwest Quarter EXCEPT North Half of Lot 4, Block 1, Town of Helena.	
12.	16	20S	3W	The following two (2) tracts: (1) Commence at the Northeast corner of the Northwest Quarter of Northeast Quarter; thence West along the North boundary of said quarter-quarter a distance of 468.4 feet to the West boundary of a right of way originally owned by the L & N Railroad Company for the main track of the Helena and Blocton Branch, said point also being the point of beginning; thence continue West along the North boundary of said quarter-quarter a distance of 151.8 feet; thence turn an angle of 72 degrees 22 minutes to the left in a Southwesterly direction 237.2 feet to the North boundary of the right of way conveyed to the S & N Alabama Railroad Company by TCI & Railroad Company by deed dated May 31, 1911; thence turn to the left in a Southeasterly direction along said right of way 285.7 feet to the West boundary of original right of way of the Helena and Blocton Branch of the L & N Railroad Company; thence turn an angle of 120 degrees 31 minutes to the left in a Northeasterly direction 129.6 feet along said right of way to a point on a curve to the left; thence continue along said right of way and curve in a northerly direction 315.6 feet to the point of beginning; (2) Commence at the Southeast corner of the Southeast Quarter of Southeast Quarter; thence West along the South boundary of said quarter-quarter a distance of 325.0 feet to the point of beginning; thence turn an angle of 90 degrees 00 minutes to the right in a Northerly direction 100.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Westerly direction 100.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Southerly direction 100.0 feet to the South boundary of said quarter-quarter; thence turn to the left and run East along the South boundary to the point of beginning.	1.93
13.	17	20S	3W	West Half of Northeast Quarter of Southwest Quarter.	20.00
14.	18	20S	3W	Southwest Quarter of Southwest Quarter.	40.00
15.	19	20S	3W	That part of the Southwest Quarter of Northeast Quarter lying Northeast of Shelby County Road No. 52.	17.42
16.	20	20S	3W	An undivided One-Half (1/2) interest in the Northwest Quarter of Southwest Quarter.	40.00
17.	21	20S	3W	(1) Southeast Diagonal Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, Southwest Quarter of the Northeast Quarter of the Northwest Quarter, the East Half of the Northeast Quarter of the Northwest Quarter EXCEPT coal in the Atkins Seam and minerals above the Atkins Seam outcrop; (2) the following described tract: Commence at the Northeast corner of the Southwest Quarter of Southwest Quarter; thence South along the East boundary of said quarter-quarter a distance of 449.0 feet; thence turn an angle of 98 degrees 00 minutes to the right in a Westerly direction 229.23 feet to the point of beginning of the following excepted tract; thence continue on the last described course 125.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Southerly direction 200.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in an Easterly direction 125.00 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Northerly direction 200.0 feet to the point of beginning; (3) a tract of land lying East of the following described line in the Southeast Quarter of Southwest Quarter: begin at a point on the North boundary of said quarter-quarter 1212.61 feet West of the Northeast corner; thence turn an angle of 90 degrees 00 minutes 30 seconds to the left in a Southerly direction 300.50 feet;	65.60

				thence turn an angle of 9 degrees 46 minutes 00 seconds to the left in a Southerly direction 365.54 feet; thence turn an angle of 14 degrees 48 minutes 15 seconds to the left in a Southerly direction 275.00 feet; thence turn an angle of 27 degrees 57 minutes 00 seconds to the right in a Southerly direction 467.00 feet to the South boundary of said quarter-quarter.	
18.	29	20S	3W	The following described tract: Begin at the Northeast corner of the Northeast Quarter of Northeast Quarter; thence West along the North boundary of said quarter-quarter a distance of 153.85 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Southerly direction a distance of 199.83 feet to the center line of Shelby County Road No. 91; thence turn to the left along said center line a distance of 199.58 feet to the East boundary of said quarter-quarter; thence turn to the left and run North along said East boundary 74.91 feet to the point of beginning.	0.49
19.	30	20S	3W	That part of Southwest Quarter of Southeast Quarter lying North of Beaver Dam Creek.	17.98
20.	31	20S	3W	Entire Section EXCEPT Northwest Quarter of Northwest Quarter and EXCEPT That part of the Northeast Quarter lying North of Beaver Dam Creek.	295.00
21.	32	20S	3W	That part of the Northeast Quarter of Northeast Quarter lying South of Beaver Dam Creek and that part of the North Half of South Half of Northeast Quarter lying South of Beaver Dam Creek.	39.16
22.	13	20S	4W	Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter.	80.00
23.	24	20S	4W	Northeast Quarter of Northwest Quarter; South Half of Southwest Quarter.	120.00
24.	25	20S	4W	West Half of Northwest Quarter; Northeast Quarter of Northwest Quarter; South Half of Southwest Quarter.	200.00
25.	26	20S	4W	East Half of Southeast Quarter of Southwest Quarter; Southwest Quarter of Southwest Quarter; Northeast Quarter of Southwest Quarter; Southeast Quarter of Section; South Half of Northeast Quarter; Northeast Quarter of Northeast Quarter; The South 347.3 feet of the East 627.0 of the Northwest Quarter of Northeast Quarter.	385.00
26.	27	20S	4W	Southwest Quarter of Southeast Quarter.	40.00
27.	33	20S	4W	Southeast Quarter of Southeast Quarter.	40.00
28.	34	20S	4W	Entire Section EXCEPT the Northeast Quarter of Southeast Quarter.	600.00
29.	35	20S	4W	East Half of Section; East Half of East Half of Northwest Quarter; Northwest Quarter of Northwest Quarter; South Half of Southwest Quarter.	480.00
30.	36	20S	4W	Entire Section EXCEPT North Half of Northeast Quarter.	560.00
31.	5	21S	3W	East Half of Northwest Quarter; West Half of West Half of Section.	240.00
32.	6	21S	3W	Entire Section.	640.00
33.	7	21S	3W	Entire Section.	640.00
34.	8	21S	3W	West Half of West Half.	160.00
35.	1	21S	4W	Entire Section.	640.00
36.	2	21S	4W	Entire Section.	640.00
37.	3	21S	4W	North Half of Section EXCEPT the Northeast Quarter of Northwest Quarter.	280.00
38.	4	21S	4W	North Half and Southwest Quarter of Section.	480.00
39.	5	21S	4W	East Half of Northeast Quarter; North Half of Northwest Quarter; Southwest Quarter of Northwest Quarter; South Half of Section.	520.00
40.	6	21S	4W	East Half of Southwest Quarter; South Half of Southeast Quarter.	160.00
41.	7	21S	4W	Northeast Quarter of Section; South Half of Northwest Quarter; Southwest Quarter of Section; West Half of Southeast Quarter; Southeast Quarter of Southeast Quarter.	520.00
42.	8	21S	4W	West Half of Section EXCEPT the Northeast Quarter of Northwest Quarter.	280.00
43.	9	21S	4W	Entire Section.	640.00
44.	10	21S	4W	Entire Section.	640.00
45.	11	21S	4W	Entire Section.	640.00

46.	12	21S	4W	Entire Section.	640.00
47.	13	21S	4W	North Half of Northwest Quarter; Southwest Diagonal Half of the Southwest Quarter.	160.00
48.	14	21S	4W	Northeast Quarter; West Half of Southeast Quarter.	240.00
49.	15	21S	4W	North Half of Section EXCEPT the Northeast Quarter of Northeast Quarter; Northeast Quarter of Southwest Quarter; Southeast Quarter of Section.	480.00
50.	17	21S	4W	Northeast Quarter of Section; West Half of Northwest Quarter; East Half of Southwest Quarter; Northeast Quarter of Southeast Quarter.	360.00
51.	19	21S	4W	East Half of East Half of Section; South Half of Northwest Quarter; Southwest Quarter of Southeast Quarter.	280.00
52.	20	21S	4W	Entire Section.	640.00
53.	21	21S	4W	Entire Section.	640.00
54.	22	21S	4W	Entire Section.	640.00
55.	23	21S	4W	Entire Section.	640.00
56.	24	21S	4W	West Half of Section.	320.00
57.	25	21S	4W	North Half of Northwest Quarter EXCEPT the Southeast Diagonal Half of the Northeast Quarter of Northwest Quarter; West Half of Southwest Quarter of Northwest Quarter; West Half of West Half of Southwest Quarter.	120.00
58.	26	21S	4W	Entire Section.	640.00
59.	27	21S	4W	Entire Section.	640.00
60.	28	21S	4W	Entire Section.	640.00
61.	29	21S	4W	Entire Section EXCEPT (1) an undivided One-Half (1/2) interest in the coal in the Northwest Quarter of Northwest Quarter.	640.00
62.	30	21S	4W	North Half of Northeast Quarter EXCEPT an undivided One-third (1/3) interest in the coal; Northeast Quarter of Northwest Quarter EXCEPT an undivided One-third (1/3) interest in the coal; Southeast Quarter of Northwest Quarter; Northwest Quarter of Southeast Quarter EXCEPT the Northeast Quarter of said quarter-quarter; Lots 2, 3, 6 & 7 of the Subdivision of the Booth Estate in the Northeast Quarter of Southeast Quarter; South 210.0 feet of Lot 4 of the Subdivision of the Booth Estate in the Northeast Quarter of Southeast Quarter; Southeast Quarter of Southeast Quarter.	251.50
63.	31	21S	4W	North Half of Section EXCEPT the Southeast Quarter of Northwest Quarter; North Half of South Half EXCEPT the Northeast Quarter of Southwest Quarter.	400.00
64.	32	21S	4W	North Half of Section; North Half of South Half; Southeast Quarter of Southeast Quarter.	520.00
65.	33	21S	4W	Entire Section.	640.00
66.	34	21S	4W	Entire Section EXCEPT the Northeast Quarter of Northwest Quarter.	600.00
67.	35	21S	4W	Northeast Quarter of Section EXCEPT the Southeast Diagonal Half of the South Half of Northeast Quarter; Northwest Quarter of Section; Northwest Diagonal Half of the Southwest Quarter of Section.	360.00
68.	12	21S	5W	East Half of Southeast Quarter.	80.00
69.	24	21S	5W	Southwest Quarter of Southeast Quarter.	40.00
70.	25	21S	5W	West Half of Northeast Quarter; Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter.	160.00
71.	36	21S	5W	West Half of Northeast Quarter; East Half of Northwest Quarter; Southwest Quarter of Northwest Quarter EXCEPT an undivided One-third (1/3) interest in the coal.	200.00
TOTAL ACRES FOR SHELBY COUNTY					22924.01

Exhibit B
Permitted Encumbrances

All encumbrances of record in the Probate Office of Shelby County and/or unrecorded documents on file in the land records of United States Steel Corporation located in Fairfield, Alabama, that affect the Land.

Exhibit C

Current Leases

All leases of record in the Probate Office of Shelby County and/or unrecorded leases on file in the land records of United States Steel Corporation located in Fairfield, Alabama, that affect the Minerals in the Lands, including but not limited to the leases listed on Exhibit D to the Use Agreement.