


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


20040323000148630 Pg 1/13 836.70
Shelby Cnty Judge of Probate, AL
03/23/2004 15:27:00 FILED/CERTIFIED

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

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STATE OF ALABAMA

SHELBY COUNTY

SPECIAL WARRANTY DEED
TO MINERALS WITHOUT
SURFACE RIGHTS AS TO
SOME PARCELS

THIS DEED IS MADE AND DELIVERED ON FEBRUARY 26, 2004, 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 five thousand five hundred seventy-eight (5,578) acres, as more particularly described on **EXHIBIT "A"** attached hereto and made a part hereof, hereinafter sometimes 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 interests 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, 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 ownership of the surface rights of the Fee Lands as defined herein, less and except and subject to 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 is 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, 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 and gravel in economically mineable quantities.

1.3 For the purposes of this Deed "Mining Rights," which mean all mining rights and rights for the development of Minerals including without limitations: the right to the use of the subsurface of the Fee Lands, together with the surface and subsurface of adjacent lands not described on Exhibit A 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 (below the surface of the Fee Lands) to stockpile, treat, wash, remove, store and transport the Minerals, together with any and all related activities appurtenant thereto, to establish and utilize subsurface facilities for the subsurface disposal of produced water in accordance with appropriate local, state, federal and environmental law and regulations, and any other subsurface 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 (but not the right to use or disturb the surface of the Fee Lands or cause subsidence of the surface of the Fee Lands) during and following the mining process, except as provided in Article II or III, and to do such other things below the surface of the Fee Lands necessary to investigate, produce, save, take care of, treat, and transport said Minerals and water. Grantee may use the subsurface of 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. Further, the Mining Rights granted to Grantee include the right to enter upon the surface of the Fee Lands with the permission of the Grantor, which permission shall not be unreasonably withheld or delayed, for the purpose of conducting boundary surveys on the Fee Lands and to make subsurface surveys in connection with development of Minerals. 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 subsurface, but not the surface, of the Fee Lands to explore for, develop, extract, remove and transport the minerals owned by the mineral owner under 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 also have (i) the exclusive right to utilize the void and/or pore spaces in the subsurface strata of the Fee Lands for the storage of Minerals and non-mineral substances, 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 under other lands.

1.4 With respect to the Fee Lands, during the term of the "Agreement with Respect to Surface and Subsurface Uses Lime Green" 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.

1.5 The Lands are also subject to any leases in force as of the Effective Date covering minerals and mining rights, including without limitation those listed on **EXHIBIT "B"** (the **"Current Leases"**).

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, all rights relating to annexation and zoning, 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.

2.2 Except for the Mining Rights granted to Grantee herein, Grantee shall make no use or disturbance of the surface of the Fee Lands and, Grantor to the extent of its interests, expressly reserves all rights with respect to the surface of the Fee Lands for any and all lawful purposes. The rights of holders of the Current Leases are not limited by this Section 2.2.

2.3 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.

ARTICLE III

PERMITTED ENCUMBRANCES; **DISCLAIMER OF WARRANTY; RELEASE AND WAIVER**

3.1 In addition to the matters set forth on **EXHIBIT "C"** 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 and all prior leases, agreements, rights-of-way, easements, or

other rights now existing and of record which affect the Land and/or 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 surface of 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 and the operations of the other, or their contractors, agents, licensees or lessees, in their respective estates.

(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 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 Minerals and the Other Mineral Interests and/or 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 "B"**. 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 land 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 Except as otherwise provided herein, there shall be no right of action against Grantee, its successors or 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 Lands, resulting from

(i) past mining and/or gas or oil producing operations, or resulting from past blasting, dewatering, or the past removal of Minerals and all other non-mineral substances, including water associated with the production of coal seam gas, or coal seam or other roof supports, whether said past mining and/or gas or oil producing operations be in the Lands or other properties,

(ii) mining and/or gas or oil producing operations under leases in force on the Effective Date, or resulting from blasting, dewatering, or the removal of Minerals and all other non-mineral substances under leases in force on the Effective Date, including water associated with the production of coal seam gas, or coal seam or other roof supports, whether said mining and/or gas or oil producing operations be in the Lands or other properties,

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 the injuries described in subparagraphs (i) and (ii) above, and this condition shall constitute a covenant running with the land as against Grantor and all successors in title. Except as otherwise provided herein, no private right of action shall accrue with respect to the physical or environmental condition of the Lands and/or Minerals to any subsequent purchaser of the Fee Lands and/or Minerals, whether by foreclosure or otherwise due solely to the taking of title to the Fee Lands and/or Minerals 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 the Lands and/or Minerals 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.

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 With respect to the Other Mineral Interests, 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.

3.8 For purposes of the Mineral Documentary Tax only, this Deed covers five thousand five hundred seventy-eight (5,578) net mineral acres, allocated among the counties in which same are located as follows:

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

EXHIBITS

EXHIBIT A Lands
EXHIBIT B Current Leases
EXHIBIT C Permitted Encumbrances

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:

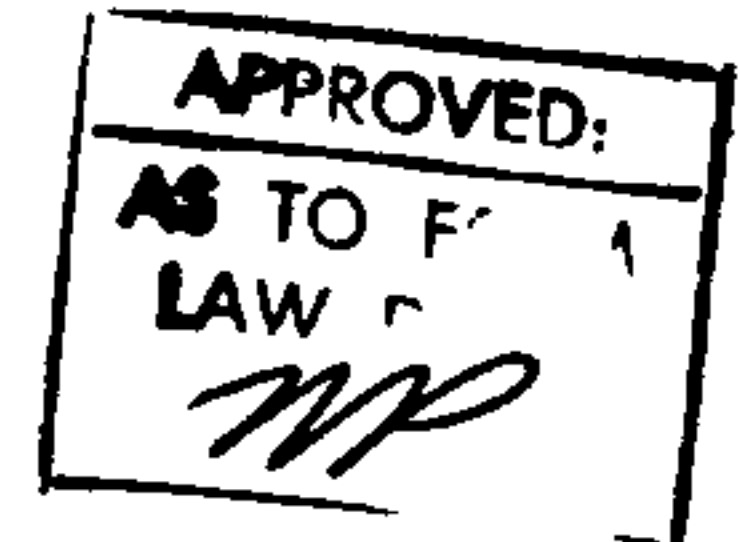
UNITED STATES STEEL CORPORATION

By: Michael W. Wanta

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

[SEAL]

My Commission Expires: June 17, 2007



Exhibit A
Shelby County, Alabama

SHELBY COUNTY, ALABAMA LIME GREEN MINERAL DESCRIPTION

| Item | Section | Township | Range | Description | Acres |
|------|---------|----------|-------|---|--------|
| 1. | 3 | 19S | 2W | Southwest Quarter of Section; Southwest Quarter of Southeast Quarter; OIL AND GAS ONLY in the Southeast Quarter of Northeast Quarter. | 240.00 |
| 2. | 9 | 19S | 2W | All minerals in the Northeast Quarter of Section; Southeast Quarter of Northwest Quarter; Southwest Quarter of Section; North Half of Southeast Quarter; EXCEPT the following lots as recorded in the Registrars Office of Shelby County described as follows: Heatherwood First Sector, recorded September 17, 1980, Book 8, Page 27, except for lots 19A, 34, 36 & 37 which are hereby conveyed; also EXCEPTING all the lots in Heatherwood Second Sector, recorded September 17, 1980, Book 8, Page 28, except for Lot 19 which is hereby conveyed; also EXCEPTING all the lots in Heatherwood Third Sector, recorded September 17, 1980, Book 8, Page 28, except for Parcel A which is hereby conveyed. | 376.61 |
| 3. | 2 | 20S | 3W | West Half of Southwest Quarter EXCEPT Coal in the Thompson & Helena Seams. | 80.00 |
| 4. | 3 | 20S | 3W | East Half of Section EXCEPT Coal in the Thompson & Helena Seams in the following described property: Southeast Diagonal Half of Northeast Quarter of Southeast Quarter, East Half of Southeast Quarter of Southeast Quarter, Southwest Quarter of Southeast Quarter of Southeast Quarter; Southeast Diagonal Half of Northwest Quarter of Southeast Quarter of Southeast Quarter and Southeast Diagonal Half of Southeast Quarter of Southwest Quarter of Southeast Quarter; Northwest Quarter of Northwest Quarter; Southeast Quarter of Northwest Quarter; South Half of Southwest Quarter. | 480.00 |
| 5. | 4 | 20S | 3W | West Half of Northeast Quarter. | 80.00 |
| 6. | 5 | 20S | 3W | Northwest Quarter of Northeast Quarter; that part of Southwest Quarter of Northeast Quarter lying Northeast 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. | 53.19 |
| 7. | 7 | 20S | 3W | West Half of Northeast Quarter; Southeast Quarter of Northwest Quarter; North Half of Southwest Quarter; Southwest Quarter of Southwest Quarter; Southeast Quarter of Southeast Quarter. | 280.00 |
| 8. | 9 | 20S | 3W | Southeast Quarter of Southeast Quarter. | 40.00 |
| 9. | 10 | 20S | 3W | East Half of Northwest Quarter of Northeast Quarter EXCEPT Coal in the Thompson & Helena Seams; Southeast Diagonal Half of West Half of Northwest Quarter of Northeast Quarter EXCEPT Coal in the Thompson & Helena Seams; Southwest Quarter of Northeast Quarter EXCEPT Coal in the Thompson & Helena Seams; Southeast Diagonal Half of Southeast Quarter of Northwest Quarter EXCEPT Coal in the Thompson & Helena Seams; Northwest Diagonal Half of West Half of Northwest Quarter of Northeast Quarter; North Half of Northwest Quarter; Southwest Quarter of Northwest Quarter; Northwest Diagonal Half of Southeast Quarter of Northwest Quarter; West Half of Southwest Quarter; that part of the Southeast Quarter of Southwest Quarter lying West of the top of Conglomerate Ridge; that part of the Southwest Diagonal Half of Northeast Quarter of Southwest Quarter lying West of the top of Conglomerate Ridge; that part of the Northeast Diagonal Half of Northeast Quarter of Southwest Quarter lying West of the top of Conglomerate Ridge EXCEPT Coal in the Thompson & | 349.90 |

| | | | | | |
|-----|----|-----|----|---|--------|
| | | | | Helena Seams. | |
| 10. | 15 | 20S | 3W | That part of the Northeast Quarter of Northwest Quarter lying West of the top of Conglomerate Ridge. | 0.78 |
| 11. | 16 | 20S | 3W | Entire Section EXCEPT 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. | 638.07 |
| 12. | 19 | 20S | 3W | That part of the Southwest Quarter of Northeast Quarter lying Southwest of Shelby County Road No. 52; Northwest Quarter of Southeast Quarter; West Half of Section EXCEPT the Southeast Quarter of Southwest Quarter. | 342.58 |
| 13. | 20 | 20S | 3W | Northeast Quarter of Southeast Quarter; South Half of Southeast Quarter. | 120.00 |
| 14. | 21 | 20S | 3W | Northwest Diagonal Half of Northwest Quarter of Northeast Quarter of Northwest Quarter; West Half of Northwest Quarter; West Half of Southwest Quarter EXCEPT 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; A tract of land lying West 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; 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. | 174.40 |
| 15. | 28 | 20S | 3W | West Half of Section. | 320.00 |
| 16. | 29 | 20S | 3W | Entire Section EXCEPT 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 | 639.51 |

| | | | | | |
|-----|----|-----|----|--|---------|
| | | | | 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. | |
| 17. | 30 | 20S | 3W | Southeast Quarter of Northeast Quarter; East Half of Southeast Quarter; that part of Southwest Quarter of Southeast Quarter lying North of Beaver Dam Creek. | 142.02 |
| 18. | 31 | 20S | 3W | That part of the Northeast Quarter lying North of Beaver Dam Creek. | 25.00 |
| 19. | 32 | 20S | 3W | That part of the Northeast Quarter of Northeast Quarter lying North of Beaver Dam Creek; Northwest Quarter of Northeast Quarter; North Half of Northwest Quarter; that part of North Half of South Half of Northeast Quarter lying North of Beaver Dam Creek. | 160.84 |
| 20. | 24 | 20S | 4W | East Half of Section; Southeast Quarter of Northwest Quarter; West Half of Northwest Quarter; North Half of Southwest Quarter. | 520.00 |
| 21. | 25 | 20S | 4W | West Half of Northeast Quarter; Southeast Quarter of Northwest Quarter. | 120.00 |
| 22. | 26 | 20S | 4W | Northwest Quarter of Northeast Quarter EXCEPT the South 347.3 feet of the East 627.0 feet (5 acres); Northwest Quarter; Northwest Quarter of Southwest Quarter. | 235.00 |
| 23. | 27 | 20S | 4W | Southeast Quarter of Northeast Quarter; North Half of Southeast Quarter; Southeast Quarter of Southeast Quarter. | 160.00 |
| | | | | TOTAL ACRES FOR SHELBY COUNTY | 5577.90 |

Exhibit B

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.

Exhibit C
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.

20040323000148630 Pg 13/13 836.70
Shelby Cnty Judge of Probate, AL
03/23/2004 15:27:00 FILED/CERTIFIED