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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

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COUNTY OF SHELBY

§

AGREEMENT WITH RESPECT TO SURFACE AND SUBSURFACE USES
LIME GREEN

THIS AGREEMENT (this "Agreement"), effective as of February 26, 2004 (the "Delivery Date"), is made by and between UNITED STATES STEEL CORPORATION, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (with its successors and assigns collectively the "Grantor"), and RGGS LAND & MINERALS, LTD., L.P., a Delaware Limited Partnership (with its successors and assigns collectively the "Grantee").

RECITALS:

- A. By Mineral Deed dated effective as of January 1, 2003 (the "Deed"), Grantor has granted, bargained, sold and conveyed to Grantee all of Grantor's interest in Minerals, as that term is defined below, subject to the limitations contained in the Deed, in and under certain tracts of land located in Shelby County, Alabama. Grantor retained the ownership of the surface of the lands described in the Deed, less and except the title to Minerals granted in the Deed, the portion of such parcels being subject to this Agreement are listed on **Exhibit A-4**, and sometimes called the "Land" or the "Lands" or the "A-4 Lands." For reference, the Deed is recorded as follows:

Shelby County: Book 20040323000148610

The Deed conveys “Minerals” and grants to the Grantee certain “Mining Rights,” all as defined therein. Grantor and Grantee each desire to set forth certain agreements regulating the exercise of their respective rights with respect thereto.

- B. Grantor has previously entered into the leases listed on **Exhibit D** (the “Current Leases”), which contain surface use provisions separate and apart from this Agreement.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

ARTICLE I
AGREEMENT OF GRANTOR AND OF GRANTEE WITH RESPECT TO
SURFACE AND SUB-SURFACE USES

Preamble and Coordination with Current Leases. Grantor and Grantee have agreed to the covenants with respect to surface use contained in this **Article I**. With respect to the A-4 Lands, **Section 1.15** applies. No surface use or disturbance is permitted on the A-4 Lands (i) except to the extent permitted by the lessee or its assignee under Current Leases, (ii) except to the extent the Deed permits Grantee to enter upon the surface of the 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 Land, and to make subsurface surveys, in connection with development of Minerals, and/or (iii) without the further written consent of Grantor, which consent may be withheld in the sole and absolute discretion of Grantor, and which consent, if given, shall specify which of **Sections 1.1 through 1.14**, and **Sections 1.16 and 1.17** shall apply. **Sections 1.1 through 1.14**, and **Sections 1.16 and 1.17** are included in this Agreement solely for the purpose of providing guidance for the implementation of the preceding sentence.

1.1 Notice. The parties shall cooperate with one another pursuant to the terms of **Section 1.4** of this Agreement, to the extent that **Section 1.4** applies. Grantee shall give Grantor written notice of the location of any (i) facility proposed to be located on surface of the Lands which are permitted hereunder, or (ii) operations which will alter the surface of the Lands, including seismic operations, at least thirty (30) days prior to the commencement thereof, except that Grantee shall give at least sixty (60) days notice prior to commencement of operations and activities for coal mining and quarrying (the "Notice Period"). As used herein, the term "facility" shall be broadly defined to include a well, mine, road or other use of the surface which involves changing the then-current character of the surface, and to include the type of facilities known at the date of this Agreement, together with those developed in the future, it being recognized that this Agreement is designed to govern the relationship of Grantor and Grantee for many years, and that technology will change during the term of this Agreement.

1.2 Coordination of Activities. 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 Lands and the operations of the other, or their contractors, agents, or lessees who may be conducting operations on the Lands. Pursuant to the Deed, Grantor and Grantee shall have certain rights with respect to use of clay, sand and gravel on the Lands. In the event that Grantor should desire to grant easements for roads, utilities, and the like to third parties covering the surface of the Lands, Grantor shall give written notice thereof to Grantee in order that Grantee may (within twenty (20) days, beyond which it shall be deemed that Grantee has no comment) comment on the potential impact of such proposed easement upon Grantee's plans to develop the Minerals. Grantor shall take such comments regarding the impact on Grantee's interests in the Minerals and the Mining Rights into account when negotiating the easement with the third party. In conducting its operations for the development of the Minerals, Grantee shall have the Mining Rights granted by the Deed.

1.3 Roads. In the use of private roads, including bridges, culverts, ditches, drainage structures, guardrails and the like related thereto (collectively, "Roads") located on the Lands, Grantee

shall, at all times, at its own expense, arrange for the proper maintenance of the Roads so used by Grantee and/or its contractors, agents, licensees or lessees so as to prevent or repair damage thereto by Grantee and/or its contractors, agents, licensees or lessees but otherwise shall have no other obligation for regular maintenance or repair of any Roads on the Lands. Grantor shall, at all times, at its expense, arrange for the proper maintenance of the Roads so used by Grantor and/or its contractors, agents, licensees or lessees so as to prevent or repair damage thereto by Grantor and/or its contractors, agents, licensees or lessees but shall have no other obligation to maintain or repair any Roads on the Lands. Grantee shall build or use only such Roads on the Lands as are reasonably necessary to conduct operations in respect of the Minerals. All new or existing Roads whether constructed by Grantee or not are and shall be the property of Grantor. If Grantor shall install and maintain at its expense any gates, berms or other barricades on the Roads, Grantor shall furnish keys for any such gates to Grantee so that such gates do not hamper or impede access by Grantee over such Roads. Grantee may, with the consent of Grantor which shall not be unreasonably withheld, install and maintain at its expense any and all gates, berms or other barricades on the Roads used by Grantee as may reasonably be required by Grantee to prevent access to Grantee's operations by unauthorized persons. Grantee shall furnish keys for any such gates to Grantor so that such gates do not hamper or impede access by Grantor over such Roads. Grantor and/or its contractors, agents, licensees or lessees, shall have the right in common with Grantee to use any Roads constructed by Grantee on the Lands. In the event Grantee desires to abandon the use of any existing Road or any new Road constructed by it on the Lands, Grantee will provide Grantor with written notice of such abandonment. Each such notice shall contain a map showing the location of the Road that Grantee intends to abandon the use thereof and a description and schedule of the abandonment activities. Within thirty (30) days after receipt of such notice of abandonment, Grantor shall advise Grantee in writing whether Grantor desires that: (a) the Road remain intact for Grantor's further use; or (b) the Road be abandoned. In the event Grantee does not receive Grantor's election within the time provided above, Grantor will be deemed to have elected alternative (a). If Grantor elects, or is deemed to have elected, alternative (a), the Grantee shall thereafter be relieved of the maintenance, abandonment and restoration responsibility associated with such Road. If Grantor elects alternative (b), the Grantee shall, at its sole cost, abandon such Road and restore the lands covered thereby to a condition that is as close to their condition before the construction of such Road as is reasonably practicable.

1.4 Cooperation. Grantor and Grantee shall cooperate with one another, providing, upon request, periodic maps and descriptions of planned activities. During such times as Grantee or Grantor is actively conducting operations on the Land, the party conducting activity shall furnish to the other a map showing the approximate geographic areas of activities or operations planned for the coming year. From time to time, either party may request that the other furnish such a map, even if the other party does not contemplate activities at the time of the request. The parties shall determine appropriate frequencies.

1.5 Pipelines. Grantee and/or its contractors, agents, licensees or lessees shall bury or require to be buried all pipelines installed from and after the date of this Agreement below the surface of the ground. Such pipelines shall be buried at least thirty (30) inches below the surface of the ground, or a greater depth as may reasonably be required by Grantor and/or its licensees or lessees to accommodate the specific use of the surface of the Land contemplated by Grantor and/or its licensees or lessees. Grantee and/or its contractors, agents, licensees or lessees shall build or use only such pipelines on and under the Land as are reasonably necessary to conduct operations in respect of the Minerals and the Mining Rights.

1.6 Location of Wells. Grantee and/or its contractors, agents, licensees or lessees shall not locate any well within two hundred (200) feet of any residence, barn, building, or similar structure now or hereafter owned or used by Grantor and/or its licensees or lessees or by others permitted by Grantor to be on the Lands.

1.7 Operations.

1.7.1 Grantor's Operations. Grantor and/or its contractors, agents, licensees or lessees shall maintain their operations in an orderly and workmanlike manner and shall not permit accumulation of any of the following arising from such operations: scrap machinery, fixtures, equipment or supplies. All such scrap machinery, fixtures, equipment, supplies, etc. remaining on the Lands after the expiration of one (1) year following the completion of such operations and activities on any portion of the Lands, may at the sole option of Grantee and after thirty (30) days written notice to Grantor, be removed by Grantee at Grantor's expense.

1.7.2 Grantee's Operations. Grantee and/or its contractors, agents, licensees or lessees shall maintain their operations in an orderly and workmanlike manner and shall, upon completion of such operations and activities on any parts of the Lands, remove all of their machinery, fixtures, equipment, supplies, buildings, and other structures and materials from the Lands, and shall have the right to draw and remove tubing, piping, and casing and shall not permit accumulation of any of the following arising from such operations: scrap machinery, fixtures, equipment or supplies. All such machinery, fixtures, equipment, supplies, buildings, structures, casing, etc. remaining on the Lands after the expiration of one (1) year following the completion of such operations and activities on any portion of the Lands, may at the sole option of Grantor and after thirty (30) days written notice to Grantee, be deemed the sole property of Grantor or Grantor may have it removed at Grantee's expense.

1.8 Restoration.

1.8.1 Restoration by Grantee. Grantee shall, upon the completion of Grantee's and/or its contractors', agents', licensees' or lessees' operations and activities on any portion of the Lands, or upon the abandonment of any facility or operation constructed, installed, or located by Grantee and/or its contractors, agents, licensees or lessees on the Lands, promptly restore the surface of the Lands to as near the same condition as it was prior to the installation of said facility as is practicable. Such surface restoration shall include, without limitation, reforestation, the cleaning and leveling of all locations, the filling and leveling of all slush pits or other excavations, including Roads if required by **Section 1.3**, the remediation of any soil or structures visibly stained or contaminated with any petroleum products and the removal of all drilling mud and drilling fluids from such pits and other excavation prior to the filling and leveling thereof; provided, however, that if the State Oil and Gas Board of Alabama (the "OGB") or any other agency having jurisdiction, does not require removal of drilling mud and drilling fluids from such pits and other excavations, Grantee and/or its contractors, agents, licensees or lessees can leave same in place in accordance with applicable law, rules, codes and permits, so long as such drilling mud and/or drilling fluids do not materially adversely affect the planting, growing and harvesting of trees on such areas. Such restoration shall also be performed by Grantee and/or its contractors, agents, licensees or lessees as required, if applicable, by the State Oil and Gas Board of Alabama, the Alabama Surface Mining Commission, or such other agency having jurisdiction over the installation or operation of the facilities, and performed in compliance with all environmental and mining laws, regulations and codes.

Grantee shall, after consulting with Grantor as to the species and number of trees and ground cover plants to be planted and seeded on the areas to be restored hereunder, and the manner in which such restoration shall be accomplished, replant and restore in accordance with customary standards and applicable Best Management Practices.

1.8.2 Restoration by Grantor. Grantor shall, upon the completion of Grantor's and/or its contractors', agents', licensees' or lessees' operations and activities on any portion of the Land, or upon the abandonment of any facility or operation constructed, installed or located by Grantor and/or its contractors, agents, licensees or lessees on the Land, promptly restore the surface of the Land in compliance with all applicable laws and regulations.

1.9 Damage.

1.9.1 Damage by Grantee. Grantee shall promptly repair all damage to fences, buildings and other improvements constructed, installed or located on the Lands by Grantor and/or its contractors, agents, licensees or lessees and shall pay for all physical damages caused by Grantee's and/or its contractors', agents', licensees' or lessees' operations and activities on the Lands to growing crops, grass, water places, livestock, canals, laterals, water boxes, and other similar installations, provided, however, that Grantee shall not be required to repair or pay for damage resulting from the condition commonly known as subsidence in connection with underground mining activities. In the event any operations and activities under this Agreement of Grantee and/or its contractors, agents, licensees or lessees result in (i) any break in any lake, pond, canal, lateral, or levee that results or could result in a loss of water therefrom, (ii) any contamination of surface or subsurface water, or (iii) any wear or tear, on cattle guards, and gates, Grantee shall be liable for and shall pay for all loss, cost, remediation and damage, including reasonable attorneys fees and other legal costs, regardless of whether Grantee acted negligently.

1.9.2 Damage by Grantor. Grantor shall promptly repair all damage to fences and other improvements constructed or installed by Grantee and/or its contractors, agents, licensees or lessees located on the Land and shall pay for all physical damages caused by Grantor's and/or its contractors', agents', licensees' or lessees' operations and activities on the Land to canals, laterals, water boxes, and other similar installations. In the event any operations and activities under this Agreement of Grantor and/or its contractors, agents, licensees or lessees result in (i) any break in any lake, pond, canal, lateral, or levee constructed by Grantee and/or its contractors, agents, licensees or lessees that results or could result in a loss of water therefrom or (ii) any contamination of surface or subsurface water, Grantor shall be liable for and shall pay for all loss, cost, remediation and damage, including reasonable legal and consultant's fees, regardless of whether Grantor acted negligently.

1.10 Timber Valuation. Except as otherwise provided in the Current Leases, Grantee shall provide Grantor with its proposed plans for each area of the Lands where the Minerals will be developed at least in accord with the Notice Period, as defined in Section 1.1 hereof, which plans shall show the surface area of the Lands that is reasonably expected to be affected by operations, access Roads, pipelines, surface equipment, any diversion or impoundment of water, etc. The surface area of the Lands to be affected by the operations and activities of Grantee and/or its licensees or lessees shall be plainly visible and identifiable in the field. During the Notice Period, Grantor's foresters shall cruise the area to be affected and shall consult with Grantee to suggest modifications of Grantee's surface locations which would minimize damage to Merchantable Timber. All tree values shall be based on current market prices

as determined for the local area. Grantor will attempt to contract for removal and marketing of the Merchantable Timber during the Notice Period; and, if Grantor fails to do so during the Notice Period, Grantee may thereafter attempt to contract (for the account of the Grantor) for removal and marketing of the Merchantable Timber after the Notice Period on commercially and economically reasonable terms; provided, however, that Grantor shall not be required to remove and market the Merchantable Timber if it cannot do so on commercially and economically reasonable terms. If Grantor (or Grantee, for the account of the Grantor) is able to remove and market the Merchantable Timber on commercially and economically reasonable terms during or after the Notice Period or an extended period approved in writing by Grantee, no payment shall be due Grantor for Merchantable Timber damage, and Grantor shall be entitled to the net proceeds of the sale of such Merchantable Timber. Should Grantee, at Grantee's election, decide to proceed with clearance of such surface area on the Lands before the Notice Period elapses or if commercially and economically reasonable sale of the Merchantable Timber is not available during the Notice Period or an extended period approved by Grantee, then a payment for the fair market value of the Merchantable Timber shall become due Grantor by Grantee within thirty (30) days after the value of same is established as provided herein. It is hereby acknowledged by Grantee that this Agreement and all timber on the Lands may be subject to various timber sale agreements between Grantor and third parties, who shall be bound by the provisions hereof. The term "***Merchantable Timber***" shall include all timber having an age of at least fifteen (15) years and having commercial value at the time such timber is harvested. Fair market value of Merchantable Timber shall be agreed upon or if agreement is not reached, determined by the Appraisal Procedure. As used herein, "***Pre-Merchantable Timber***" shall mean all timber which is not Merchantable Timber. With respect to any Pre-Merchantable Timber which will be damaged by Grantee's and/or its contractors', agents', licensees' or lessees' operations, Grantee shall purchase all such Pre-Merchantable Timber at an estimate agreed by Grantee and Grantor of its present value, based on the pre-tax value the timber is expected to have at the time it most likely would be harvested in the ordinary course of Grantor's timber management program, discounted from that time to the present at a rate of ten percent (10%) per annum. If Grantee and Grantor are unable to agree on a value for the Merchantable Timber and/or the Pre-Merchantable Timber, the value of such timber shall be determined utilizing the Appraisal Procedure. After paying for the Merchantable Timber and/or the Pre-Merchantable Timber, Grantee may destroy or salvage it, with Grantee to retain the proceeds of any salvage, but must do so with reasonable care to avoid damage to adjoining timber stands not being purchased. For purposes hereof, the "Appraisal Procedure" shall consist of the following: all appraisals shall be made by an Alabama State Registered Forester who shall determine the fair market value of the Merchantable Timber and the present value, determined in accord with the formula set forth above, of the Pre-Merchantable Timber thereon. The appraisal shall be conducted at the joint expense of Grantor and Grantee by an independent forester agreed upon by Grantee and Grantor. If Grantee and Grantor are unable to agree upon an appraiser, Grantee and Grantor shall each appoint and pay for an independent appraiser. Each appraiser shall deliver an appraisal to Grantee and Grantor within fourteen (14) days of appointment. If the difference in appraised values is five percent (5%) or less, the value shall be the average of the two appraised values. If the difference in appraised values set forth in the two appraisals is more than five percent (5%), each of Grantee and Grantor shall instruct the appraisers previously selected to select a third independent appraiser to deliver an appraisal of such parcels within fourteen (14) days, which appraisal shall be binding and conclusive on the Grantee and Grantor. In the event Grantee and Grantor do not agree on an appraiser, each party shall bear the cost of the appraisal furnished by its chosen appraiser. If a third appraisal is required, each party shall bear one-half of the cost for such appraisal.

1.11 Surface Options.

1.11.1 Surface Mining Option. With respect to all of the Lands containing coal or other Minerals which can be mined by surface mining methods, sometimes called strip mining, Grantor hereby grants unto Grantee, for a term of twenty (20) years from the Delivery Date (the "Option Period"), the non-exclusive option, from time to time, to lease portions of the Lands for surface mining purposes pursuant to the terms of a lease in the form of **Exhibit 1.11** (the "Surface Mining Lease"), provided that Grantee (i) assigns the Surface Mining Lease to a mineral operator (the "Mineral Operator"), (ii) executes a lease in the form of **Exhibit 1.11(a)** for Grantee's interest in the same property (the "Mineral Lease") to the same Mineral Operator, and (iii) pays to Grantor thirty-seven and one-half percent (37.5%) (subject to proportionate reduction in the event Grantor owns less than one-hundred percent (100%) of the surface of the Lands or Grantee owns less than one-hundred percent (100%) of the coal and other minerals) of the total bonus, royalties and other things of value received by or paid to Grantee or Grantor under, collectively, the Surface Mining Lease and the Mineral Lease. Grantee shall exercise this option by giving notice pursuant to **Section 5.4** hereof, tendering the form of Surface Mining Lease and all advance consideration, if any, due to Grantor under this **Section 1.11.1**, and Grantor shall thereupon execute the Surface Mining Lease. This **Section 1.11.1** does not apply to use of the surface of the Lands for extraction of Minerals through means other than surface mining, including, without limitation, drilling and underground mining. The Surface Mining Lease and the Mineral Lease shall be on commercially reasonable terms. The Surface Mining Lease shall be deemed on commercially reasonable terms if the Mineral Operator is not an affiliate, as defined below, of Grantee. For purposes of this **Section 1.11.1**, an "affiliate" means (i) any partner or joint venturer of Grantee, (ii) any person or entity directly or indirectly owning, controlling or holding the power to vote ten percent (10%) or more of the outstanding voting securities of Grantee, (iii) any entity ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by Grantee, (iv) any person or entity directly or indirectly controlling, controlled by or under common control with Grantee, and (v) any officer, director, employer, employee, trustee, agent or representative of Grantee, or the parent, spouse or child of such person. If the Mineral Operator under the Surface Mining Lease is an affiliate of Grantee, then in order for the Surface Mining Lease and the Mineral Lease to be deemed on commercially reasonable terms it shall be in the form of **Exhibit 1.11(a)**, and must meet the following conditions: the royalty, minimum royalty and/or advance minimum royalty, and other terms of payment shall be at least as favorable to the lessor as other surface mining leases covering a commodity of similar type, quality and quantity executed covering lands located within any of the counties in which the Lands are located, during the thirty-six (36) month period preceding the date of the proposed lease. For the purpose of this **Section 1.11.1**, timber shall not be considered an "other thing of value," and nothing in this Section shall affect the obligation of Grantee under **Section 1.10** to pay Grantor for Merchantable and Pre-Merchantable Timber; provided, however, that Grantor shall not be required to remove any trees from any of the Lands which are subject to a Surface Mining Lease except during the sixty (60) day period prior to Grantee's commencement of mining operations.

1.11.2 Surface Purchase Agreement. Should Grantee's and/or its contractors', agents', licensees' or lessees' operations involve a use of the surface which will, (i) upon completion of Grantee's activities, not be substantially restored to pre-use condition or constitute a nuisance, or (ii) pose a material risk of contaminating soil, air or water thereon in a way which will not be remediated in the normal course

of Grantee's operations (an "Unrestored Use"), then, in lieu of exercising its right to use the surface hereunder, Grantee shall be required to purchase and Grantor shall be required to sell the surface of the Land needed for the Unrestored Use at its fair market value (after deducting the fair market value, if any, of timber, for which compensation is provided in **Section 1.10**). Examples of an Unrestored Use include air shafts, mine entries, refuse disposal areas from underground mining, stockpiles, treatment or washing facilities, refuse piles, and permanently affixed washing and treating facilities. Examples of matters **not** an Unrestored Use include surface mining (surface mining being covered by **Section 1.11.1** hereof) and (i) well sites for oil, or gas or salt water disposal wells, (ii) roads, (iii) pipelines, (iv) power lines, (v) telephone lines, (vi) power substations, (vii) non commercial tower sites, (viii) dehydration facilities, (ix) tank batteries, (x) transfer and pumping stations, (xi) conveyors, (xii) equipment yards, (xiii) field offices, (xiv) water disposal ponds, (xv) compressor sites, and (xvi) temporary sales stockpiles and temporary treatment or washing facilities which are to be remediated or restored to pre-use condition in the normal course of Grantee's and/or its contractors', agents', licensees' or lessees' operations. Grantee shall designate the Lands reasonably required for the Unrestored Use (the "Unrestored Use Acreage"). If Grantor determines that an Unrestored Use leaves a contiguous portion of the Land in a condition which cannot be economically managed as a commercial tree farm, for any reason including contamination caused by Mineral Activity, along with the Land remaining subject to this Agreement (an "Uneconomic Remnant"), Grantor shall provide notice thereof during the Notice Period and Grantee will purchase the Uneconomic Remnant, but shall not be obligated to purchase an Uneconomic Remnant greater in size than ten percent (10%) of the acreage of the Unrestored Use Acreage. Any purchase under this **Section 1.11.2** shall be by special warranty deed in accordance with a boundary survey prepared at Grantee's expense, and shall be subject to the Agreement to Grant Easements between Grantor and Grantee. Should the requirement for Grantee to purchase the surface needed for an Unrestored Use be deemed unenforceable, then: (i) Grantee shall offer to purchase land for the Unrestored Use at the fair market value of the land, and (ii) if Grantor rejects such offer, Grantee shall have the right to use the surface of the Lands, as otherwise provided by the Deed, subject to the remaining applicable provisions of this Agreement.

If Grantee and Grantor are unable to agree on the fair market value of any land to be purchased pursuant to **Section 1.11.2**, the fair market value shall be determined by appraisal, which shall be made by an Alabama State General Real Property Appraiser and a Registered Forester, or a single person holding both of such designations, who shall determine, in accord with normal and customary appraisal practices, the fair market value of the such land (after deducting the fair market value, if any, of timber, for which compensation is provided in **Section 1.10**) in its then-present state, without considering the impact of the use proposed by Grantee, and without considering the impact upon surrounding land owned by the Grantor. The appraisal shall be conducted at the joint expense of Grantor and Grantee by an independent appraiser agreed upon by Grantee and Grantor. If Grantee and Grantor are unable to agree upon an appraiser, Grantee and Grantor shall each appoint and pay for an independent appraiser. Each appraiser shall deliver an appraisal to Grantee and Grantor within fourteen (14) days of appointment. If the difference in appraised values is five percent (5%) or less, the value shall be the average of the two appraised values. If the difference in appraised values set forth in the two appraisals is more than five percent (5%), each of Grantee and Grantor shall instruct the appraisers previously selected to select a third independent appraiser to deliver an appraisal of such parcels within fourteen (14) days, which appraisal shall be binding and conclusive on the Grantee and Grantor. In the event Grantee and Grantor do not agree on an appraiser, each party shall bear the cost of the appraisal furnished by its chosen appraiser. If a third appraisal is required, each party shall bear one-half of the cost for such appraisal.

1.12 Deleted – Does Not Apply

1.13 Compliance with Laws and Taxes.

1.13.1 By Grantee. Grantee and/or its contractors, agents, licensees or lessees, shall comply with all local, state, and federal laws and regulations concerning protection of the environment and mining, including, without limitation, the encasing of wells or the plugging of dry and abandoned wells and with those and any other such laws pertaining to the facilities and surface or underground mining, and all laws and regulations concerning storm water, waste water and erosion control. Grantee shall be responsible for and shall pay any and all taxes that may be levied or assessed against Grantee's Minerals or mineral operations or facilities on the Lands.

1.13.2 By Grantor. Grantor, and/or its contractors, agents, licensees or lessees shall comply with all local, state, and federal laws and regulations concerning protection of the environment and timber operations and all laws and regulations concerning storm water, waste water and erosion control. Grantor shall be responsible for and shall pay any and all taxes that may be levied or assessed against the Land, other than as set forth in **Section 1.13.1.**

1.14 Environmental Compliance.

1.14.1 Grantee. Grantee shall dispose of all Hazardous Materials used or generated by it and/or its contractors, agents, licensees or lessees in accordance with applicable federal, state, and local laws, regulations, codes and permits. Should the discharge, leakage, spillage, injection, or emission of any Hazardous Materials occur upon the Land as a result of Grantee's and/or its contractors', agents', licensees' or lessees' actions or inactions at any time prior to the end of the Term (herein, a "Grantee Event"), Grantee, at its sole cost and expense, shall remediate the surface, subsurface and groundwater of the Land as required to bring the Land into material compliance with the Environmental Laws. Grantee and Grantor shall use reasonable efforts to agree on the standard of material compliance with the Environmental Laws as applied to the portion of the Land in question. If a Grantee Event should occur involving the release of reportable quantities of Hazardous Materials during the Term, the Grantee shall promptly inform the Grantor of such occurrence, and shall promptly commence the notification and cleanup actions required to bring the Land into material compliance with Environmental Laws. Nothing in this Section shall prohibit Grantee's and/or its contractors', agents', licensees' or lessees' use, injection or emission of Hazardous Materials in accord and in compliance with applicable laws, regulations and permit(s).

1.14.2 Grantor. Grantor shall dispose of all Hazardous Materials used or generated by it and/or its contractors, agents, licensees or lessees in the exercise of its rights hereunder in accordance with applicable federal, state, and local laws, regulations, codes and permits. Should the discharge, leakage, spillage, injection, or emission of any Hazardous Materials occur upon the Land as a result of Grantor's and/or its contractors', agents', licensees' or lessees' actions or inactions during the Term (herein, a "Grantor Event"), Grantor, at its sole cost and expense, shall remediate the surface, subsurface and groundwater of the Land as required to bring the Land into material compliance with the Environmental Laws. Grantee and Grantor shall use reasonable efforts to agree on the standard of material compliance with the Environmental Laws as applied to the portion of the Land in question. If a Grantor Event should occur involving the release of reportable quantities of Hazardous Materials during the Term, the Grantor shall promptly inform the Grantee of such occurrence, and shall promptly commence the notification and

cleanup actions required to bring the Land into material compliance with Environmental Laws. Nothing in this Section shall prohibit Grantor's and/or its contractors', agents', licensees' or lessees' use, injection or emission of Hazardous Materials in accord and in compliance with applicable laws, regulations and permit(s).

1.14.3 Demand for Remediation. Grantor may make written demand on Grantee for remediation of a Grantee Event, and Grantee may make written demand on Grantor for remediation of a Grantor Event. If the party responsible does not undertake to comply with that demand within thirty (30) days, then the other party shall have the right to remediate the surface, subsurface and groundwater of the Land as required to bring the Land into material compliance with the Environmental Laws, and the costs thereof shall all be chargeable to the party responsible, provided that exercise or failure to exercise such right shall not be a waiver of any other rights it might have under this **Section 1.14.3** or at law. In the event of a dispute regarding responsibility for a matter covered by this **Section 1.14.3**, the dispute shall be resolved pursuant to **Article IV** hereof.

1.14.4 Hazardous Material. As used in this Agreement, the term "Hazardous Material" shall mean any substance or material which has been determined to be capable of posing a risk of injury or damage to health, person, safety, or property under 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, the Resource Conservation and Recovery Act of 1976, 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.

1.14.5 Environmental Laws. As used herein, the term "Environmental Laws," shall mean any federal, state, or local statute, law (including common law), ordinance, rule, regulation, policy, permit, consent, approval, license, judgment, order, administrative order or decision, decree or injunction or other legal requirement, as the same may be amended from time to time during the Term, relating to: (a) releases or threatened releases of hazardous materials, substances or wastes into the environment, (b) the generation, treatment, storage, recycling, presence, disposal, use, handling, manufacturing, transportation or shipment of hazardous materials, substances or wastes, (c) protection of natural resources, or (d) protection of human health or the environment, including those pertaining to providing safe and healthful working conditions and reducing occupational safety and health hazards, and including, without limitation, CERCLA, RCRA, the Clean Water Act, as amended ("CWA"), and the Surface Mining Control and Reclamation Act of 1977, as amended ("SMCRA").

1.14.6 Environmental Notices. Each party (the "Reporting Party") hereto shall notify the other in writing of the receipt of any notice, order, or citation alleging the violation of any Environmental Law, and shall provide the other with copies of any permits or licenses issued by governmental authorities required by any Environmental Law, copies of all materials filed by the Reporting Party with governmental authorities relating to Hazardous Materials, copies of any environmental reports or assessments relating to the Lands in question.

1.15 Deed Provisions. The provisions of **Section 3.5** of the Deed are hereby incorporated by reference.

1.16 Change in Law or Restriction. Neither Grantor nor Grantee shall initiate, join in, acquiesce in or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, the result of which would be to unreasonably limit or impair the use of the Land by the other party for any use presently permitted under this Agreement, including, without limitation, Grantor's timber and development operations and Grantee's right to develop Minerals and exercise Mining Rights. Grantee acknowledges that in connection with any change in law or restriction it will, (i) if the Lands in question are not subject to a Current Lease, pay the compensation required hereunder and purchase the Lands, if required hereunder, or (ii) if the Lands in question are subject to a Current Lease, comply with the compensation provisions of the Current Lease. Each party agrees to assist and cooperate, at no expense to such party, with the other party in obtaining any zoning reclassification, changes, variances or other modifications necessary for either party to exercise its rights hereunder, including, without limitation, changes necessary to permit operations to be conducted by Grantee and/or its contractors, agents, licensees or lessees on those portions of the Lands which, from time to time, Grantee intends to use for development of Minerals or the exercise of Mining Rights.

1.17 Limitation of Ingress and Egress Rights. Any non-exclusive rights of ingress and egress granted to Grantee are not given to any persons other than Grantee and/or its contractors, agents, licensees or lessees.

1.18 Deleted – Does Not Apply

1.19 Deleted – Does Not Apply

1.20 Deleted – Does Not Apply

ARTICLE II

INDEMNIFICATION AND INSURANCE

2.1 Policies of Liability Insurance. At all times during the Term when either party is conducting operations on the Lands, each of Grantor and Grantee shall, at their respective own cost and expense, provide and keep in force, or cause to be provided and kept in force, for the benefit of the other the insurance set forth on **Exhibit 2.1** attached hereto. Such policies to be written in a company or companies approved by Grantor, with such insurable limits and other terms and conditions as set forth on **Exhibit 2.1** as the same may be amended from time to time by the mutual agreement of Grantor and Grantee. Such insurance coverage, may be effected pursuant to blanket coverage insurance policies which cover losses in addition to those required to be insured against hereunder, provided that the amount of coverage for the losses required to be insured against hereunder shall be separately stated, either in such blanket coverage policies or in a separate certificate issued by the insurer, and provided further that such insurance gives to the other party, no less protection than that which would be afforded by separate policies, and provided further that each party shall deliver to the other party reasonably satisfactory certificates evidencing such insurance coverage. At least every five (5) years the parties shall negotiate in good faith to update limits and coverage requirements to reflect current economic and legal conditions

and industry practices. Notwithstanding the requirements of this **Section 2.1**, (i) Grantor may elect to “self-insure” in accordance with its self-insurance program as in effect from time to time and (ii) Grantee may elect to “self-insure” in accordance with its self-insurance program as in effect from time to time, but such right shall apply only to the Grantee named herein and to no other successor or assign of the Grantee, without the prior written permission of Grantor.

2.2 Failure to Provide Liability Insurance. If at any time or times any party hereto shall default in its obligation to provide and keep in force general liability policies as aforesaid, or shall fail or refuse so to deliver to and leave with the other party a duplicate original of any of such policies of insurance, as required by the provisions of this Agreement, such other party may, after five (5) days written notice thereof, effect such insurance as the agent of such defaulting party, by taking out a policy or policies in a company or companies satisfactory to such other party, running for a period not exceeding three years under any one policy; and the amount of the premium or premiums paid for such insurance by such other party shall be paid by the defaulting party to such other party upon demand; and the other party shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, liability, damage, claims, costs and expenses of suit, judgment and interest, suffered or incurred by the other party.

2.3 Employees. Each party, in all of its operations and activities hereunder, shall be exclusively liable for the payment of all sums due to all persons legally entitled thereto who are properly engaged in such party’s operations and activities, including amounts due its employees under the Alabama Worker’s Compensation Law or any other law, and such party shall defend, indemnify, and hold harmless the other party against any and all payments due to the claims for payments made by persons engaged by the other party in any work on or with respect to the Land.

2.4 Indemnification by Grantee. Grantee agrees to indemnify, defend and save harmless Grantor and its directors, officers, employees and agents ("Grantor Protected Parties") from and against any and all liability, loss, damages, expenses, costs, causes of action, suits, interest, fines, penalties, claims and judgments, including reasonable attorneys fees, consultants fees and other legal costs (collectively, “Liabilities”) (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Grantee to Grantor hereunder) arising from injury, or claim of injury, during the Term to persons or property of any and every nature, and from any matter or thing, growing out of the exercise of Grantee’s rights hereunder or arising out of Grantee’s failure to perform or comply with its obligations as set forth herein, except for matters caused by the gross negligence or willful misconduct of the Grantor Protected Parties. Grantee at Grantee’s own cost and expense will defend by counsel selected or approved by Grantor, any and all suits that may be brought, and claims which may be made, against Grantor, or in which Grantor may be impleaded with others, whether Grantor shall be liable or not, upon any such Liabilities and shall satisfy, pay and discharge any and all judgments that may be recovered against Grantor in any such action or actions in which Grantor may be a party defendant, or that may be filed against the Land, and in the event of the failure of Grantee to pay the sum or sums for which Grantee shall become liable as aforesaid, then Grantor may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Grantor shall be payable by Grantee to Grantor upon demand.

2.5 Indemnification by Grantor. Grantor agrees to indemnify, defend and save harmless Grantee and its directors, officers, employees and agents ("Grantee Protected Parties") from and against any and all Liabilities (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Grantor to Grantee hereunder) arising from injury, or claim of injury, during the

Term to persons or property of any and every nature, and from any matter or thing, growing out of the exercise of Grantor's rights hereunder on the Land, or arising out of Grantor's failure to perform or comply with its obligations as set forth herein, except for matters caused by the gross negligence or willful misconduct of the Grantee Protected Parties. Grantor at Grantor's own cost and expense will defend by counsel selected or approved by Grantee, any and all suits that may be brought, and claims which may be made, against Grantee, or in which Grantee may be impleaded with others, whether Grantee shall be liable or not, upon any such above mentioned Liabilities and shall satisfy, pay and discharge any and all judgments that may be recovered against Grantee in any such action or actions in which Grantee may be a party defendant, or that may be filed against the Land, and in the event of the failure of Grantor to pay the sum or sums for which Grantor shall become liable as aforesaid, then Grantee may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Grantee shall be payable by Grantor to Grantee upon demand.

2.6 Environmental Indemnification.

2.6.1 By Grantor. Grantor shall defend, indemnify, and hold the Grantee Protected Parties harmless from and against any and all Liabilities in any manner caused by, arising from or growing out of any operations and activities with respect to the Land by, through or under Grantor, or any cost, fine, penalty, including without limitation liability under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances related to the physical and environmental condition of the Land, except for matters caused by the gross negligence or willful misconduct of the Grantee Protected Parties. (For the purpose of this Section, "CERCLA shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, et seq., as amended). It is the intent of Grantor to indemnify the Protected Parties regardless of any defense that Grantor might have, except for matters caused by the gross negligence or willful misconduct of the Grantee Protected Parties. Grantor (in a claim hereunder by the Grantee Protected Parties) expressly and without reservation waives any defense it may have under the Worker's Compensation Laws of Alabama, or any statute or judicial decision. Furthermore, Grantor consents to a cause of action for indemnity by the Grantee Protected Parties.

2.6.2 By Grantee. Grantee shall defend, indemnify, and hold the Grantor Protected Parties harmless from and against any and all Liabilities in any manner caused by, arising from or growing out of any operations and activities with respect to the Land by, through or under Grantee, or any cost, fine, penalty, including without limitation liability under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances related to the physical and environmental condition of the Land, except for matters caused by the gross negligence or willful misconduct of the Grantor Protected Parties. It is the intent of Grantee to indemnify the Grantor Protected Parties regardless of any defense that Grantee might have, except for matters caused by the gross negligence or willful misconduct of the Grantor Protected Parties. Grantee (in a claim hereunder by the Grantor Protected Parties) expressly and without reservation waives any defense it may have under the Worker's Compensation Laws of Alabama, or any statute or judicial decision. Furthermore, Grantee consents to a cause of action for indemnity by the Grantor Protected Parties.

2.7 Survival. The obligations of Grantor or Grantee arising during the Term under Sections 2.4 through 2.6.2 shall survive the expiration or termination of this Agreement.

2.8 Worker's Compensation. Grantee, in all of its operations and activities hereunder, shall be exclusively liable for the payment of all sums due to all persons legally entitled thereto who are properly engaged in Grantee's operations and activities, including amounts due its employees under the Alabama Worker's Compensation Law or any other law, and Grantee shall defend, indemnify, and hold harmless Grantor against any and all payments due to the claims for payments made by persons engaged by Grantee in any work hereunder.

2.9 Liens. Grantee shall not permit any lien or encumbrance in any way arising out of its and/or its contractors', agents', licensees' or lessees' occupancy of or operations and activities conducted in, on or under the Lands to attach to Grantor's interest in the Lands, and Grantee shall cause to be promptly canceled and discharged as of record any lien or encumbrance which does so attach. If any such lien which attaches to Grantor's interest in the Lands is not canceled and discharged as of record within sixty (60) days after such lien attaches, Grantor, at Grantor's option, may take such action as may be necessary to have such lien canceled and discharged of record at Grantee's expense. Grantee shall defend, indemnify, and hold harmless Grantor from and against any and all costs and expenses incurred in canceling and discharging said liens and/or encumbrances. Nothing herein contained, however, shall prevent Grantee from contesting in good faith, and at its expense, any claim of lien provided that, Grantee shall provide security to Grantor for such lien reasonably satisfactory to Grantor, discharge said lien in case of any action to foreclose the same, and in event such contest is unsuccessful, Grantee shall pay and discharge the lien and all costs associated therewith promptly after final determination of the contest.

ARTICLE III **DELEGATION TO LESSEE**

3.1 Delegation by Grantee. The rights and obligations of Grantee hereunder may be delegated to a lessee upon written notice to Grantor, provided, however, that except with respect to the Current Leases, Grantee shall remain responsible for its obligations hereunder. The rights of Grantee hereunder are subject to the Current Leases, and, subject to the standards established in **Article I**, Grantor shall look to the respective lessee under the Current Leases, rather than to Grantee, for performance of those obligations which are imposed on Grantee hereunder, provided that the assignment and assumption of the Current Leases shall make provision for the enforcement of rights of the Grantor and the Grantee.

3.2 Delegation by Grantor. The rights and obligations of Grantor hereunder may be delegated to a lessee or licensee upon written notice to Grantee, provided Grantor shall remain responsible for its obligations hereunder.

3.3 Specific vs General References. The delegation provisions of **Section 3.1** and **3.2** apply notwithstanding the fact that in some provisions of this Agreement a right is granted or obligation imposed upon the Grantor or the Grantee, and that in other provisions of this Agreement a right is granted or obligation imposed upon the Grantor or the Grantee, and/or their contractors, agents, licensees or lessees.

ARTICLE IV **DISPUTE RESOLUTION**

4.1 Selection of Panel. On the request of any party hereto, whether made before or after the institution of any legal proceedings, any action, dispute, claim or controversy of any kind hereafter arising out of this Agreement or the performance thereof, such Dispute shall be resolved by binding arbitration in accordance with the terms hereof. Any arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with the terms of this Article V and the Commercial Arbitration Rules of the AAA. Judgment on any award rendered by a panel of arbitrators may be entered in any court having jurisdiction. Any arbitration shall be conducted before three (3) arbitrators, one chosen by each party, and the third chosen by the other two (2) arbitrators. The arbitrators shall be practicing attorneys licensed to practice in the State of Alabama who are knowledgeable in the subject matter of the Dispute selected by agreement between the parties hereto. If an arbitration panel is not selected within thirty (30) days of the initial request for an arbitration panel, then any party may request the AAA to select the necessary number of arbitrators needed to fill the panel. The arbitrators may engage engineers, accountants or other consultants that the arbitration panel deems necessary to render a conclusion in the arbitration proceeding.

4.2 Remedies. The arbitration panel shall base its award on applicable law and judicial precedent, provided, however, that the award shall not include punitive, exemplary, incidental or consequential damages, including lost profits. The award shall include the findings of fact and conclusions of law upon which the award is based and shall not grant any remedy or relief that a court could not grant under applicable law. Judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. The arbitration panel may engage engineers, accountants or other consultants that the panel deems necessary to render a conclusion in the arbitration proceeding.

4.3 Miscellaneous. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within ninety (90) days of the filing of the Dispute with the AAA. Arbitration proceedings shall be conducted in Birmingham, Alabama, or such other site as is selected by the arbitration panel and acceptable to Grantee and Grantor. The arbitration panel shall be empowered to impose sanctions and to take such other actions as the panel deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. The arbitration panel shall have the power to award recovery of all costs and fees, including without limitation attorneys fees, to the prevailing party. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law.

4.4 Fees. All fees of the arbitration panel and any engineer, accountant or other consultant engaged by the panel shall be paid by Grantor and Grantee equally, unless otherwise ordered by the arbitrator.

ARTICLE V **MISCELLANEOUS**

5.1 Construction. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. Grantor and Grantee acknowledge that they have participated jointly in the negotiation and drafting of this Agreement and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Agreement shall not be construed more strictly against one party than another on the grounds of authorship.

5.2 Successors and Assigns.

5.2.1 Deleted – Does Not Apply

5.2.2 Deleted – Does Not Apply

5.2.3 Deleted – Does Not Apply

5.2.4 Subject to the provisions of this **Section 5.2**, the rights, interests and obligations of Grantor and Grantee under this Agreement shall extend to Grantor, Grantee and their respective successors and assigns. Subject to the provisions of this **Section 5.2**, if Grantor or Grantee elect to sell or assign any part or all of its rights and interests hereunder, Grantor or Grantee and their assignees shall remain liable and responsible to the other hereunder, unless such assignment is approved in writing by the other party, which approval shall not be unreasonably withheld but may be conditioned on consideration of the technical and financial capability and integrity of the proposed assignee. In the event Grantor or Grantee approves any assignment by the other of its rights and obligations hereunder, liability for breach of any obligation hereunder from any event or circumstances first occurring thereafter shall rest exclusively with the approved assignee.

5.2.5 Deleted – Does Not Apply

5.3 Governing Law. This Agreement, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Alabama, without regard to the principles of conflicts of laws, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Minerals are located, shall apply.

5.4 Giving Notice. All notices required or permitted under this Agreement shall be in writing and, (a) if by air courier, shall be deemed to have been given one (1) Business Day after the date deposited with a recognized carrier of overnight mail, with all freight or other charges prepaid, (b) if by telegram, shall be deemed to have been given one (1) Business Day after delivered to the wire service, (c) if by telex, provided an answerback is received, shall be deemed to have been given when sent, (d) if mailed, shall be deemed to have been given three (3) Business Days after the date when sent by registered or certified mail, postage prepaid, and (e) if sent by telecopier, shall be deemed to have been given when sent, addressed as follows:

Grantor: President, USS Real Estate
United States Steel Corporation
600 Grant Street – Room 1683
Pittsburgh, Pennsylvania 15219
Fax: (412) 433-5148

with a copy to: Michael M. Partain, General Attorney
United States Steel Corporation
Law Department - Fairfield Office

P.O. Box 599 – Suite 192
Fairfield, Alabama 35064
Fax: (205) 783-2036

To Grantee: Russell D. Gordy
RGGGS Land & Minerals, LTD., L.P.
909 Fannin St., Suite 2600
Houston, Texas 77010
Fax: (713) 951-0191

with a copy to: James J. Sledge, Esq.
Rosen, Cook, Sledge, Davis, Cade & Shattuck, P.A.
2117 Jack Warner Parkway
Tuscaloosa, Alabama 35401
Fax (205) 758-8358

or to such other address as either party may direct in writing.

5.5 Term. Unless terminated earlier pursuant to the terms hereof, this Agreement shall be for a term (the “Term”) beginning on the Delivery Date and continuing for a term of the greater of (i) ninety-nine (99) years, or (ii) until twenty-one (21) years following the death of the last lineal descendent of the late Joseph P. Kennedy (former Ambassador of the United States to England, and father of the late John F. Kennedy, 43rd President of the United States) who is living on the Delivery Date.

5.6 No Third Party Beneficiaries. Except to the extent that this Agreement expressly permits assignment, there are no third-party beneficiaries to this Agreement.

EXHIBITS

Exhibits A-4	Lands
Exhibit D	Current Leases
Exhibit 2.1	Insurance

GRANTOR:

ATTEST:

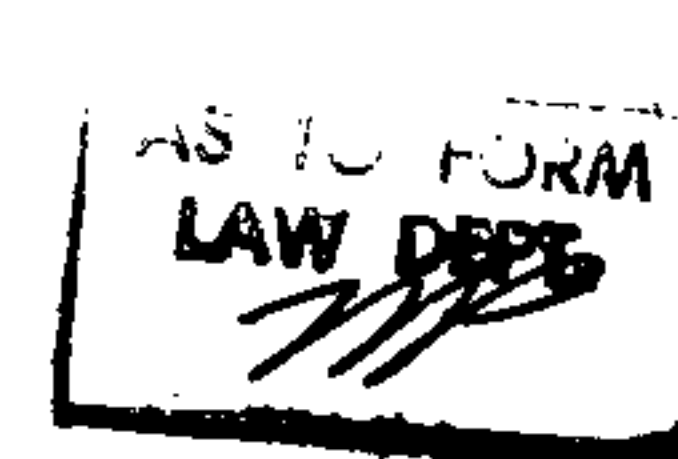
UNITED STATES STEEL CORPORATION

By: Michael W. Kanto

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)

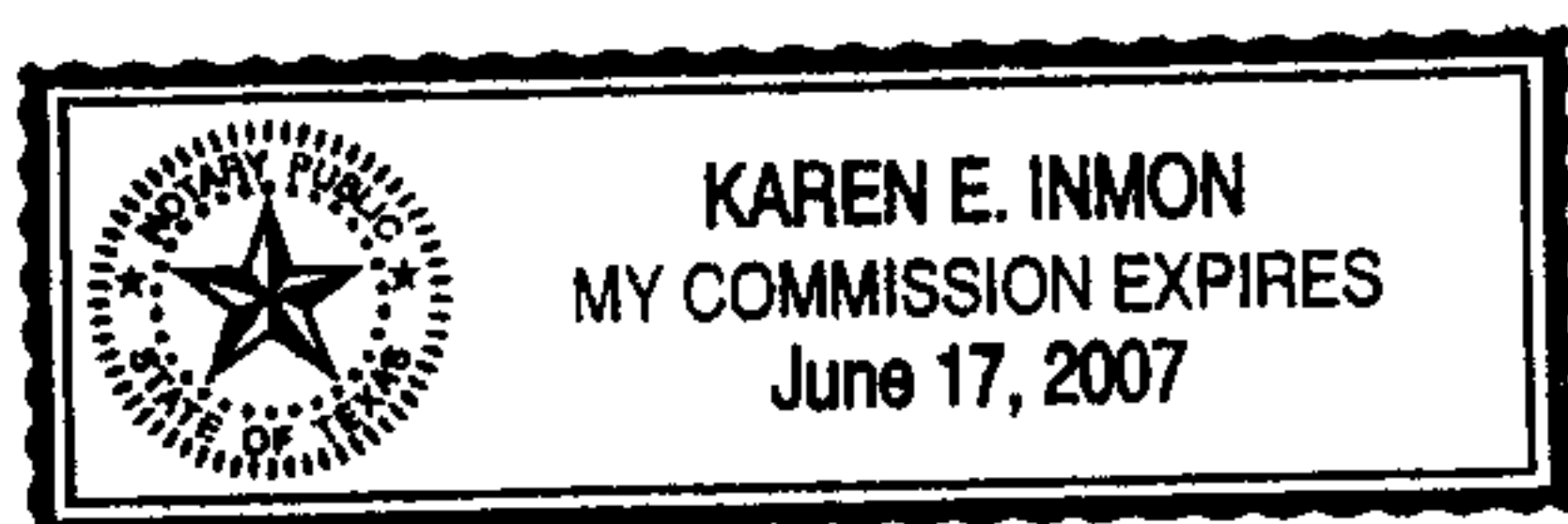
I, Karen E. Inmon, a Notary Public in and for said County, in said State, hereby certify that Garrett F. Hurley, whose name as President of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged 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]

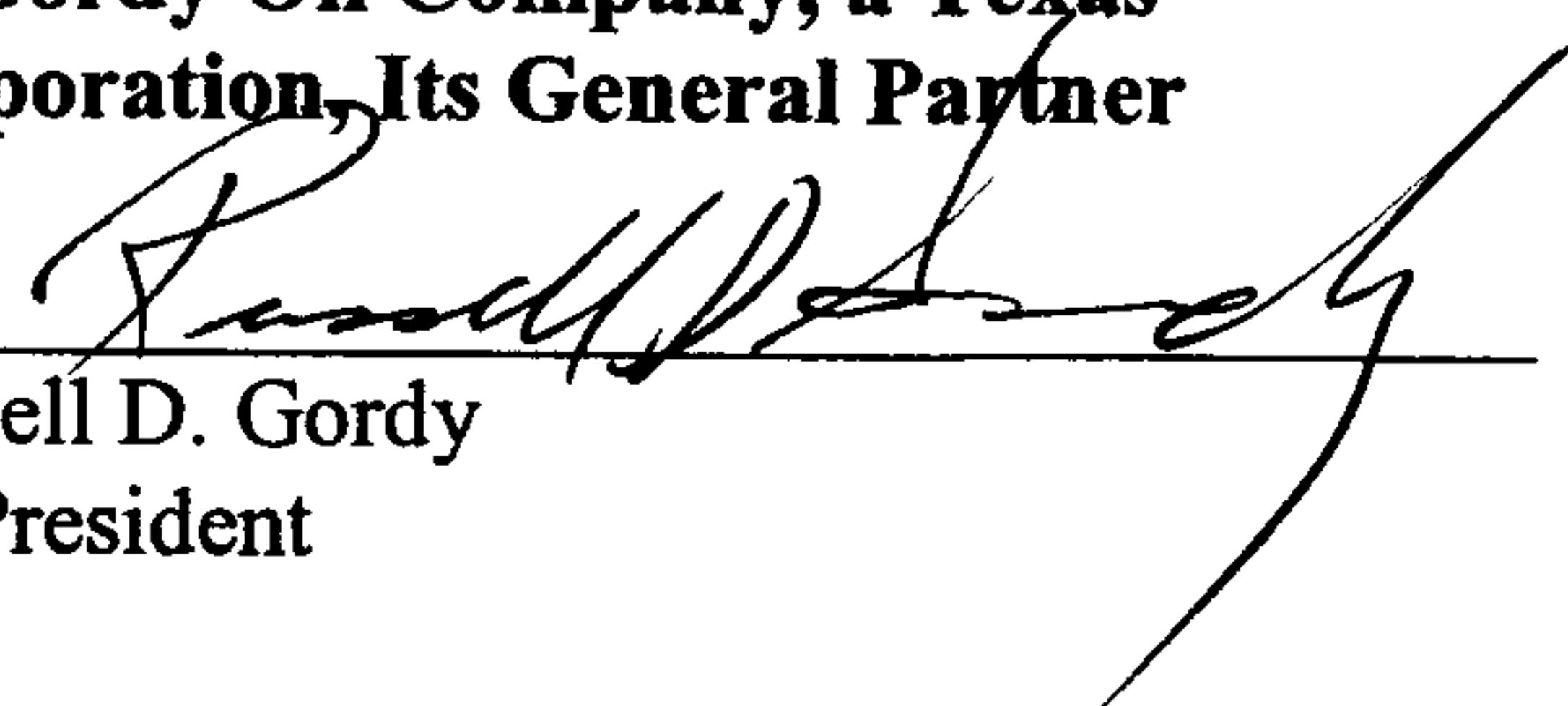
My Commission Expires: June 17, 2007



GRANTEE:

RGGS LAND & MINERALS, LTD., L.P.

**By Gordy Oil Company, a Texas
Corporation, Its General Partner**

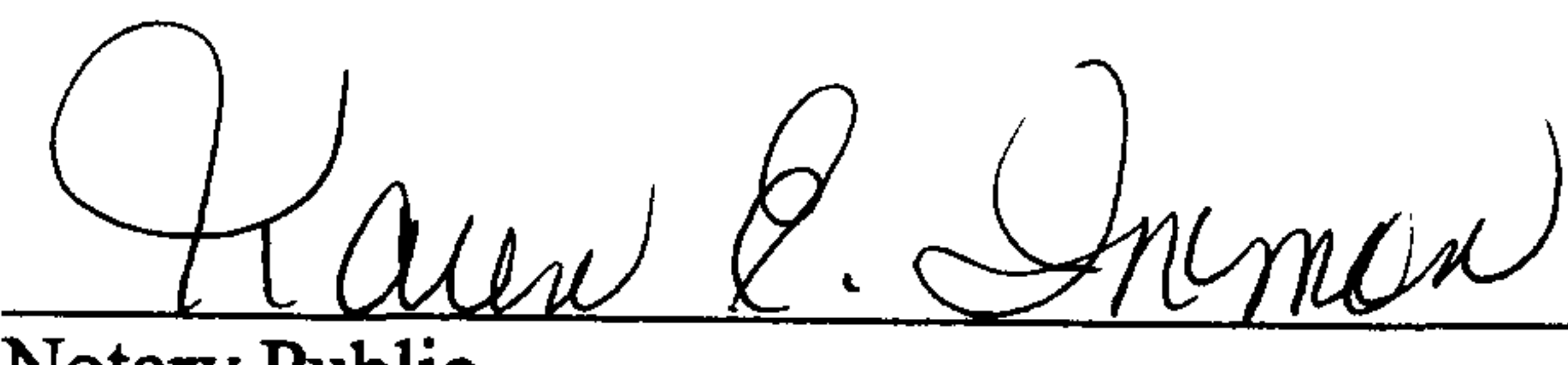
By: 
Russell D. Gordy
Its: President

STATE OF TEXAS)

COUNTY OF HARRIS)

I, Karen E. Inmon, a Notary Public, in and for said County in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 26th day of February, 2004.


Notary Public
My Commission Expires: June 17, 2007

[SEAL]



THIS INSTRUMENT WAS PREPARED BY:

James J. Sledge
ROSEN, COOK, SLEDGE, DAVIS
CADE & SHATTUCK, P.A.
2117 JACK WARNER PARKWAY (35401)
POST OFFICE BOX 2727
TUSCALOOSA, ALABAMA 35403
(205) 344-5000

AND

Michael M. Partain, General Attorney
UNITED STATES STEEL CORPORATION
LAW DEPARTMENT - FAIRFIELD OFFICE
P.O. BOX 599 – SUITE 192
FAIRFIELD, ALABAMA 35064
(205) 783-2515

AFTER RECORDING RETURN TO:

James J. Sledge
ROSEN, COOK, SLEDGE, DAVIS
CADE & SHATTUCK, P.A.
2117 JACK WARNER PARKWAY (35401)
POST OFFICE BOX 2727
TUSCALOOSA, ALABAMA 35403
(205) 344-5000

EXHIBIT A-4
LANDS FOR WHICH GRANTOR OWNS SURFACE RIGHTS

SHELBY COUNTY, ALABAMA LIME GREEN SURFACE USE DESCRIPTION

Item	Section	Township	Range	Description	Acres
1	3	19S	2W	Southeast Quarter of Northeast Quarter; Southwest Quarter of Section; Southwest Quarter of Southeast Quarter.	240.00
2	9	19S	2W	Northeast Quarter of Section; Southeast Quarter of Northwest Quarter; Southwest Quarter of Section; North Half of Southeast Quarter.	440.00
3	2	20S	3W	West Half of Southwest Quarter.	80.00
4	3	20S	3W	East Half of Section; 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; Southeast Diagonal Half of West Half of Northwest Quarter of Northeast Quarter; Southwest Quarter of Northeast Quarter; Southeast Diagonal Half of Southeast Quarter of Northwest Quarter; 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 East Half of Southwest Quarter lying West of the top of Conglomerate Ridge.	349.90
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) also EXCEPT the following tract: 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	638.07

				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.	
12	18	20S	3W	Southeast Quarter of Southeast Quarter.	40.00
13	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; that part of Southwest Quarter of Southeast Quarter lying West and North of the right descending bank of the Cahaba River.	389.93
14	20	20S	3W	Northeast Quarter of Southeast Quarter; South Half of Southeast Quarter.	120.00
15	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; and 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
16	28	20S	3W	West Half of Section; that part of North Half of Southwest Quarter of Northeast Quarter lying West of Shelby County Road No. 17.	349.00
17	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 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.	639.51
18	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
19	31	20S	3W	That part of the Northeast Quarter lying North of Beaver Dam Creek.	0
20	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.	0.00
21	24	20S	4W	East Half of Section; Southeast Quarter of Northwest Quarter; West Half of Northwest Quarter; North Half of Southwest Quarter.	520.00
22	25	20S	4W	West Half of Northeast Quarter; Southeast Quarter of Northwest Quarter.	120.00
23	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
24	27	20S	4W	Southeast Quarter of Northeast Quarter; North Half of Southeast Quarter; Southeast Quarter of Southeast Quarter; North Half of Southwest Quarter;	280.00

				Southeast Quarter of Southwest Quarter.	
				TOTAL ACRES FOR SHELBY COUNTY	5691.80

EXHIBIT D

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 following listed leases:

[List to be completed]

EXHIBIT "2.1"
Insurance

Buyer shall procure and maintain, at its own expense, and shall require its Contractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance:** Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another for damages to a third party assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal Injury;
- (vii) Cross liability/severability of interest;
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "USS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Buyer's and/or its Contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Buyer's and/or Contractor's insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS. If the Buyer has such a program, full disclosure must be made to USS prior to any consideration being given.

B. **Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS, its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

C. **Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS, its affiliates, including all units, divisions and subsidiaries.

D. **Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

Check if applicable NA ☒

E. **Errors and Omissions Professional Liability Insurance (If made applicable by USS):** Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS, its subsidiaries, and/or affiliates. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

Check if applicable NA ☒

F. **Environmental Impairment Insurance (If made applicable by USS)** Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS, its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS, its affiliates, including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Buyer and its Contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. **Minimum Limits of Insurance** -- Buyer and its Contractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$1,000,000 each occurrence for bodily injury and property damage; \$1,000,000 each occurrence and aggregate for products and completed operations; \$2,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS, except if the parties agree otherwise.

B. **Automobile Liability Insurance**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$1,000,000 per accident for bodily injury and property damage, \$2,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation**: As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage**: \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance**: (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance**: (If applicable) \$5,000,000 combined single limit per loss, except if the parties agree otherwise.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Buyer and its Contractor(s) shall extend to and protect USS, its affiliates, including all units, divisions and subsidiaries to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Buyer and its Contractor(s).

4. **Rating of Insurer** -- The Buyer and its Contractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of a A-, Class VII as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by United States first class certified mail, return receipt requested, has been given to USS.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Buyer. Therefore, these provisions shall be enforceable and Buyer and/or Contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Buyer and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Buyer and its Contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Buyer and its Contractor(s) hereunder.

E. In the event Buyer and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Buyer and its Contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

6. **Evidence of Coverage**

A. Buyer and its Contractor(s) shall furnish USS with copies of the endorsements effecting the coverage required by this specification. Additionally, *prior to the commencement of any work or services on USS' Premises*, Buyer and its Contractor(s) and all subcontractors, if any, shall furnish to USS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given thirty (30) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Buyer and its Contractor(s) full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Buyer and its Contractor(s) and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Buyer or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Buyer and its Contractors does not relieve or decrease in any manner the liability of the Buyer and its Contractor(s) for performance hereunder. The Buyer and its Contractor(s) are responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

7. **Subcontractors** -- Contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.