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Shelby Cnty Judge of Probate, AL
08/26/2005 09:06:56AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT
OF
AGREEMENT WITH RESPECT TO SURFACE AND SUBSURFACE USES
GREEN**

THIS AGREEMENT (this "First Amendment"), 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. Grantor and Grantee are parties to that certain "Agreement with Respect to Surface and Subsurface Uses – Green" effective as of February 26, 2004 (the "Use Agreement") regarding certain real property owned by Grantor located in Shelby County, Alabama. For reference, the Use Agreement is recorded as follows:

Probate Office of Shelby County, Alabama, Instrument No. 20040323000148600

- B. Grantor and Grantee desire to amend the legal description of the "Lands" (as defined in the Use Agreement"), which is attached to the Use Agreement as Exhibit A thereto, to delete three (3) parcels of the Lands located in Shelby County, Alabama, which parcels shall be used for a public park.

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:

1. The real property described on **EXHIBIT A-1** totaling approximately one hundred ninety eight and 20/100 (198.20) acres is hereby deleted from the Lands.
2. This First Amendment may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same amendment.
3. As modified herein all terms and conditions in the Use Agreement shall remain in full force and effect.
4. Capitalized terms not otherwise specifically defined in this First Amendment shall have the same meanings given to such terms in the Use Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the 8th
day of AUGUST, 2005.

ATTEST:

By:

Thomas M. White
THOMAS M. WHITE
Title: Assistant Secretary

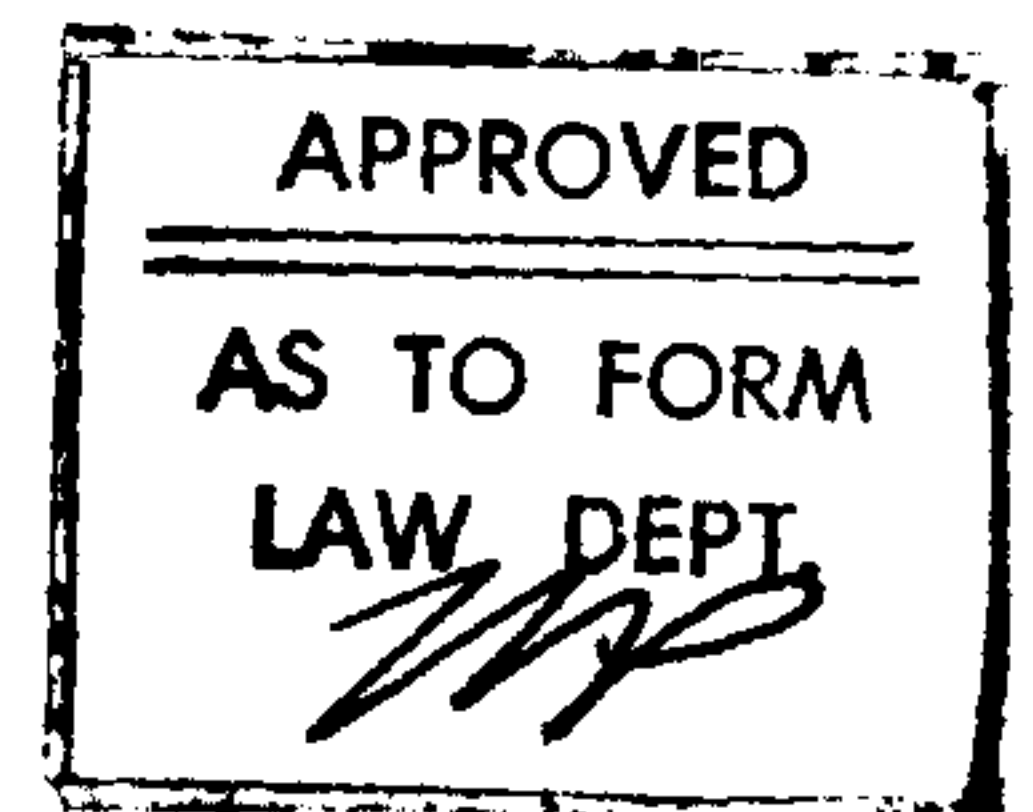
GRANTOR:

UNITED STATES STEEL CORPORATION

By:

Garrett F. Hurley
Garrett F. Hurley

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



GRANTEE:

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

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

By:

Russell D. Gordy
Russell D. Gordy

Its: President

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

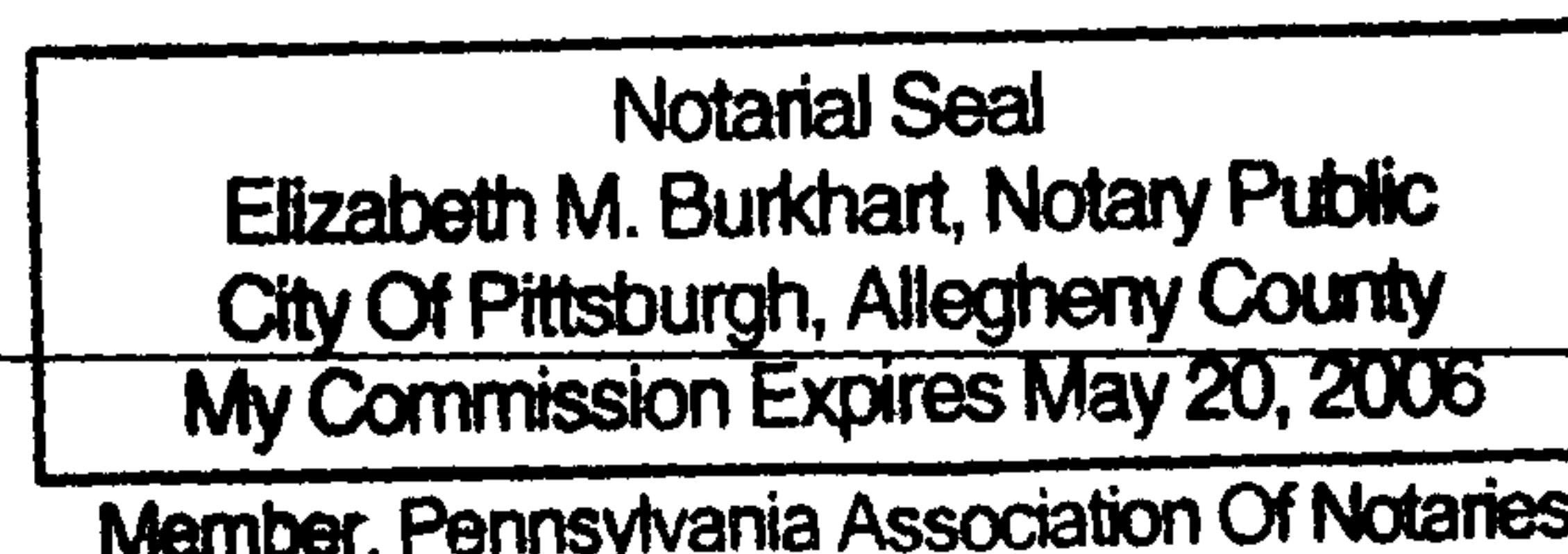
I, ELIZABETH M. BURKHART, a Notary Public in and for said County, in said State, hereby certify that Garrett F. Hurley, whose name as President of USS Real Estate, a division of **United States Steel Corporation**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, 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 5th day of AUGUST, 2005.

Elizabeth M. Burkhardt
Notary Public

[SEAL]

My Commission Expires: _____



STATE OF Texas)

COUNTY OF Harris)

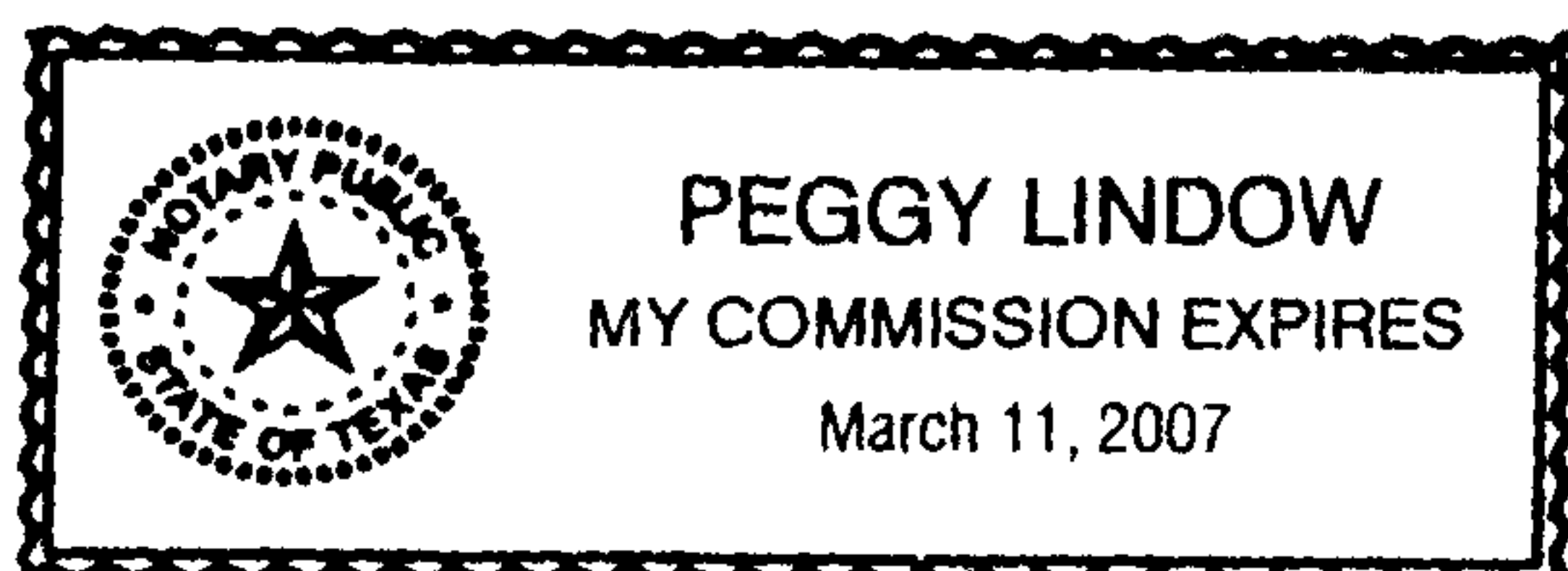
I, Peggy Lindow, a Notary Public in and for said County, in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general partner of **RGGS Land & Minerals, Ltd., L.P.**, a Delaware Limited Partnership, is signed to the foregoing instrument, 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 29th day of July, 2005.

Peggy Lindow
Notary Public

[SEAL]

My Commission Expires: 3-11-2007



THIS INSTRUMENT WAS PREPARED BY:

James J. Sledge
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AND

Michael M. Partain, General Attorney
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AFTER RECORDING RETURN TO:

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EXHIBIT A-1

LEGAL DESCRIPTION OF SUBTRACTED PARCELS

Section 30, Township 21 South, Range 4 West

The North half of the North-West quarter; the Northeast diagonal half of the South half of the North-West quarter, less and except the following two (2) tracts 1) a triangle in the southeast corner of the North half of the South-East quarter of the North-West quarter described as follows: begin at the Southeast corner of said North half, thence west along the southern boundary 300 feet, thence northeasterly to a point on the east boundary of said North half 300 feet north of the point of beginning, thence south on said east boundary 300 feet to the point of beginning 2) that part of the South-East quarter of the South-East quarter of the North-West quarter lying within said Northeast diagonal half; that part of the North-West quarter of the North-East quarter described as follows: begin at the Northwest corner of the North-West quarter of the North-East quarter, thence south along the west boundary of said quarter-quarter to the Southwest corner of said quarter-quarter, thence east along said south boundary of said quarter-quarter 221.78 feet, thence north along a straight line to the north boundary of said quarter-quarter to a point 221.00 feet east of the Northwest corner, thence west along the north boundary of said quarter-quarter 221.00 feet to the point of beginning. 118.2 acres.

Section 24, Township 21 South, Range 5 West

The South-West quarter of the South-East quarter. 40.0 acres.

Section 25, Township 21 South, Range 5 West

The North-West quarter of the North-East quarter. 40.0 acres.