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This instrument was prepared by and upon recording should be returned to:

Michael M. Partain, General Attorney
United States Steel Corporation
Law Department - Fairfield Office
P. O Box 599, Suite 192
Fairfield, Alabama 35064

STATE OF ALABAMA)
SHELBY COUNTY)

$2,500.00
DMB

AGREEMENT FOR EASEMENT FOR
OVERHEAD ELECTRIC TRANSMISSION LINE

THIS AGREEMENTAGREEMENT, entered into this 6th day of SEPTEMBER, 2005, between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation ("USS"), and **TACOA MINERALS, LLC**, an Alabama limited liability company ("Tacoa").

WITNESSETH:

(1) USS, for and in consideration of the sum of Ten Dollars ($10.00) paid to it by Tacoa, the receipt of which is hereby acknowledged, hereby grants and conveys to Tacoa, to the extent of the ownership of USS, an easement fifty (50) feet in width for an overhead electric power transmission line, together with poles and supports and appliances necessary therefor (hereinafter collectively referred to as the "power line"), and the right to construct, operate and maintain additional power lines thereon from time to time upon and across a tract of land owned by USS located in Sections 20, 21, 22, 27, 28, and 29 of the Township 21 South, Range 4 West of the Huntsville Meridian, Shelby County, Alabama, said easement being shown on map marked **EXHIBIT "A"**, attached hereto and made a part hereof. This transmission line will provide electric service to provide electric service for coal mining, preparation and processing operations and for no other purposes without the prior written consent of USS.

(2) USS further grants unto Tacoa a non-exclusive license for ingress and egress on, over, and across other adjacent lands of USS as may be reasonably necessary for the construction, operation and maintenance of said power line upon said land.

(3) The rights herein granted shall not in any way be construed to be superior to and are subject to any existing agreements for the use of the surface and/or subsurface of said land, any existing timber purchase and cutting agreements between USS and third parties, and any existing leases, agreements, and easements on, over, and across said land for roads, railroads, electric power transmission lines, telephone lines, telegraph lines, or pipelines.

(4) The rights herein granted shall revert to USS, its successors and assigns, in the event of abandonment of the use of said line of wires during a continuous period of twenty-four (24) months' time.
(5) Except as hereinabove restricted, this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and USS, shall apply to and

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State of Alabama

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Shelby Cnty Judge of Probate,AL
12/14/2005 12:31:31PM FILED/CERT

include its present or future subsidiary and associate companies so far as the reservation of future rights to it hereunder is concerned.

(6) USS shall not be held liable (except as provided in Paragraph (d) hereof) for any claims for damage which may accrue on account of the construction, operation, or maintenance of said line of wires, poles, and other supports and appliances connected therewith on the land of USS, and USS shall not be liable on account of damage to said wires, poles, and other supports and appliances accruing from past or future mining or removal of coal, iron ore, or other minerals contained in the aforesaid land, or from failure to leave adequate support for the surface of said land; and Tacoa shall indemnify, protect, and save harmless USS from all loss, damage, cost, or expense which USS may sustain on account of the improper construction, operation, or maintenance of said line of wires and the supports and appliances therefor upon said land and on account of claims for damage by others by reason of the construction, operation, or maintenance upon said land by Tacoa of said line of wires or supports or other appliances connected therewith.

(7) Tacoa shall construct, operate, and maintain said wires and the supports and appliances therefor upon said land over which the aforesaid rights are herein conveyed in accordance with the following specifications: (1) The minimum overhead clearance of all wires or cables shall be thirty (30) feet over the tops of rails in railroad tracks of any character now existing or hereafter constructed; twenty-five (25) feet over the tops of existing roads and ten (10) feet over existing buildings and other existing structures and also over signal, power, light, telephone, or other wires upon said land; the minimum side clearance between supports and nearest rails in main tracks upon said land shall be not less than twelve (12) feet, and between supports and nearest rails in side tracks shall be not less than six (6) feet; (2) Crossing spans over roads, tracks, buildings or other structures and electric lines of any character shall be free from splices and shall be constructed and thereafter maintained in accordance with specifications of the National Electrical Safety Code, contained in the Hand Book Series of the United States Bureau of Standards and amendments thereto and revisions thereof in effect on the date of this instrument.

(8) Tacoa shall have the right to trim and/or cut such trees located on land of USS as may interfere with the installation or endanger the safety or proper maintenance and operation of said power line. However, Tacoa shall promptly pay USS, its successors and assigns, for the appraised value of all pre-merchantable and merchantable timber cut, trimmed, or damaged by Tacoa in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting agreements entered into between USS and a third party. No trees, limbs, or timber lying outside fifteen (15) feet from the centerline of said power line may be cut or trimmed without USS's consent, unless such tree, limb, or timber poses a material risk to persons or property. Any contacts regarding timber shall be directed to USS's Chief Forester, Bob Canavera, at (205) 783-2250.

(9) USS shall have the right at any and all times to use in its timber and real estate development, or other operations, the land over which said line of wires is located, and USS shall also have the right to install, maintain, and use tracks, roads, pipe lines, haulage systems, and wires or cables of any description across said line of wires; and USS shall have the right to grant to others the right to install, maintain, and use tracks, roads, pipe lines, haulage systems, and wire or cables of any description across said line of wires; upon condition, however, (1) that the exercise of any of said rights by USS or others shall cause no unreasonable interference with the line of wires and operations of Tacoa, and the rights granted to others shall not be superior to the rights granted to Tacoa; (2) that the character of installation of the above mentioned crossings shall be reasonably satisfactory to the Tacoa; and (3) that Tacoa shall be relieved of and held harmless from any damage arising by reason of said crossing made by other parties.

20051214000646300 3/14 $52.50
Shelby Cnty Judge of Probate,AL
12/14/2005 12:31:31PM FILED/CERT

(10) Tacoa shall at its expense, upon the completion of the installation of its wires and thereafter in the maintenance and operation thereof, cause the destruction or removal from the land of USS of all debris, including timber refuse, resulting from such installation, operation, and maintenance.

(11) Should the wires, poles, and appliances or any portion thereof constructed, operated, and maintained by Tacoa in the location herein described hereafter interfere with the mining, quarrying, or manufacturing operations of USS or future land developments including subdivisions laid out by USS or any of its present or future subsidiary or associate companies, then upon written request by USS so to do, Tacoa shall within ninety (90) days remove its wires, poles, and other supports and appliances from said location to other locations, provided, (1) that USS shall first convey to Tacoa the same rights in such other locations as are conveyed to Tacoa hereunder; and (2) that Tacoa shall not be required to remove and relocate its said wires, poles, and other supports and appliances more than one time at its expense, and when such other location or locations are furnished, the terms of such grant or grants shall not require Tacoa to remove its wires, poles, and appliances except at the expense of USS. Any new location so furnished shall not be at a greater distance than seven hundred and fifty (750) feet from either side of the centerline of said line of electric power transmission wires as herein described and shall be so located as to permit the construction, operation, and maintenance of said wires, poles, and other supports and appliances in accordance with good engineering and operating practice, and in the event any portion of the new location for said wires, poles, and other supports and appliances is not on land then owned by USS, then before such wires, poles, and other supports and appliances shall be moved, USS shall cause to be conveyed to Tacoa a right-of-way of equal width to that granted by this agreement, free of conditions, for the new location of such wires, poles, and other supports and appliances. The interference with such mining, quarrying, or manufacturing operations or future subdivisions by such wires, poles, and other supports and appliances and the necessity for moving the same, as well as the new location to which they shall be removed, shall be agreed upon between the parties; and in the event they are unable to agree upon any of such matters, their differences shall be settled by arbitration. Each of the parties hereto shall select one disinterested person, and the two thus selected shall select a third disinterested person, and the three thus chosen, or a majority of them shall determine the matters at issue, and each of the parties hereto agrees to abide by the result of such arbitration. Each arbitrator shall be paid by the party selecting him and the expenses of arbitration and the third disinterested party shall be paid by the parties equally.

(12.1) In the event Tacoa violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by USS, or within thirty (30) days after the determination by arbitration or otherwise of any question, the result of which requires Tacoa to do or perform any act or acts, as the case may be, to comply with such covenant or covenants, USS shall have the right to terminate this Contract by giving Tacoa thirty (30) days' notice in writing of its intention so to do, whereupon at the expiration of said thirty (30) days this Contract shall be deemed terminated and at an end; and USS may thereafter at the expense of Tacoa remove said wires and the supports and appliances therefor from said land should they remain thereupon without right for a period exceeding thirty (30) days.

(12.2) Tacao acknowledges and agrees that a default of this Agreement shall constitute a default under that certain "Coal Fines Recovery Lease" by and between USS and Tacoa executed contemporaneously herewith.

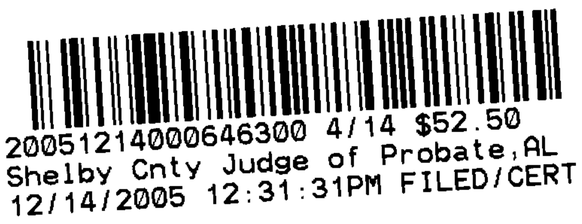
(13) Tacoa will pay all taxes assessed upon the property installed or placed on such land by Tacoa. If USS is required by the taxing authorities to pay such taxes and any interest or penalties, Tacoa will reimburse USS for payment of such taxes and any interest or penalties paid.

(14) Notwithstanding any time period set forth hereinabove, in the event Tacoa fails to comply with any of its covenants or obligations to USS under this Agreement, USS shall promptly send written notice to Tacoa specifying the nature of such default. If Tacoa does not remedy such failure within thirty (30) days after receipt of written notice of such failure from USS, or if such failure cannot be reasonably remedied within thirty (30) days, and Tacoa does not commence and pursue bona fide aggressive efforts to remedy such failure within such thirty (30) day period and thereafter, continually, diligently, and aggressively pursue such efforts to a successful conclusion to the satisfaction of USS, then USS may, at its option, terminate this Agreement upon written notice to Tacoa.

(15) Any notice provided for or permitted herein to be given by either party to the other party shall be conclusively deemed to have been given upon deposit thereof in United States Certified mail (return receipt requested), postage prepaid, and addressed to the parties as follows:

(1) If by USS to Tacoa:

Mr. Jerry Whitt
Tacoa Minerals, LLC
4672 Caldwell Mill Road
Birmingham, Alabama 35243



With copy to:

Alton B. Parker, Jr.
Spain & Gillon, LLC
2117 Second Avenue North
Birmingham, Alabama 35203

or to any changed address of which Tacoa shall give USS written notice.

(2) If by Tacoa to USS:

General Manager - Southeast
United States Steel Corporation
P.O. Box 599, Suite 183-C
Fairfield, Alabama 35064

With copy to:

General Attorney-Fairfield Office
United States Steel Corporation Law Department
6200 E. J. Oliver Boulevard - Suite 192
P. O. Box 599 – Suite 192
Fairfield, Alabama 35064

or to any changed address of which USS shall give Tacoa written notice.

(16) Tacoa agrees that before it or any of its contractors enter upon the Premises, it will obtain and maintain in full force and effect, or will cause its contractors to do so, Commercial General Liability insurance under an occurrence policy form in an insurance company or companies satisfactory to USS, and possessing an A.M. Best Company rating of A-, Class VII or better, for bodily injury, including death, and

20051214000646300 5/14 $52.50
Shelby Cnty Judge of Probate, AL
12/14/2005 12:31:31PM FILED/CERT

property damage in a minimum amount of Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the aggregate. Tacoa agrees to procure and maintain insurance policies in accordance with the terms and provisions outlined in **Attachment "I"** attached hereto and incorporated herein, including without limitation, adding USS as an Additional Insured; obtaining waiver of subrogation; agreeing to give USS sixty (60) days' prior written notice upon policy cancellation or change; and providing subcontractor coverage (if applicable). Tacoa further agrees to immediately provide a copy of **Attachment "I"** to its insurance company and/or insurance agent.

(17.1) In order to prevent the pollution, contamination, waste, or other damage to the USS lands, its improvements, its fixtures, and its personal property, and to adjacent properties and to non-adjacent properties, Tacoa is prohibited at all times from storing, treating, discharging, disposing, transporting, generating, emitting, handling, or otherwise having on the USS lands any chemicals, raw materials, products, or byproducts. Tacoa is also prohibited from storing, treating, discharging, disposing, transporting, generating, emitting, handling, or otherwise having on the USS lands any wastes or the like in any form (including gases, liquids, semi-solids, and solids), that cause or tend to cause pollution, contamination, nuisances of any kind, or that pose a threat to human health and the environment, if introduced into the environment by any means. Tacoa is specifically precluded, without limiting the foregoing, from having on the Premises "hazardous waste", as defined under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§6901 et seq., as amended; "hazardous substances" as defined under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §§9601 et seq., as amended; "pollutants and contaminants", as defined under CERCLA; "extremely hazardous substances, hazardous chemicals, and toxic chemicals", as defined under the Emergency Planning and Community Right-to-know Act, 42 U.S.C. §11001, et seq., as amended; "toxic substances", as defined under the Toxic Substances Control Act, as amended; and "regulated substances", as defined under RCRA, 40 C.F.R. §280.12, as amended. The Tacoa is also prohibited from allowing others to have any of the preceding materials on the Premises. In addition to the indemnification of USS set forth in Section 17.2 below, Tacoa shall be liable to USS for any damages to the USS lands or to any persons or other property, real or personal, for a breach or violation of this Section. Nothing in this Section is intended to limit any rights or causes of action USS may have elsewhere within this Agreement or at law.

(17.2) Tacoa agrees to defend and indemnify USS against and to hold USS harmless from all claims, actions, proceedings, judgments, awards, liability, cost, or expense (including attorneys fees, consultants fees, and other legal costs), for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, resulting from any cause whatsoever including, but not limited to those resulting or arising from or in connection with the active or passive effects or existence of petroleum products or any physical substance of any nature or character, on, under or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date hereof, whether resulting from Tacoa's use of the Premises or otherwise. In addition to claims supported by other theories of liability, the foregoing indemnification applies to claims for injuries, damages, penalties, cleanup, and restoration costs resulting from contamination of any property, its surface, subsurface, groundwater, soil, or air, arising from environmental laws, regulations, or common law of the United States or state or local authorities, including provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. Section 9601, et seq., as amended, and the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., as amended.

(17.3) This Section 17 shall survive the expiration or termination of this Agreement, and is specifically intended to apply to discovery of any of the above described events or circumstances that occurred during the Tacoa's use of the easement, whenever discovered.

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(18) Tacoa agree that it shall not have the right and shall not sell, transfer, mortgage, pledge, collateralize, pass, assign, or sublease this Agreement or any interest in the USS lands, in whole or in part, without the express prior written consent of USS, and Tacoa hereby waives and relinquishes all rights to make any such sale, transfer, mortgage, pledge, collateralization, pass, assignment, or sublease without such written consent and expressly and irrevocably agree that USS' decision, for whatever reason, shall be final and binding upon Tacoa and its successors and assigns.

(19) Neither failure or failures to exercise any right of USS under this Agreement nor any delay or delays in exercising any such right, nor any delay in giving nor any failure to give any notice to Tacoa hereunder shall be deemed by Tacoa or others to be a waiver of any right of USS hereunder or any bar to the subsequent exercise or enforcement by USS of any of the provisions of this Agreement or any right of USS hereunder. Furthermore, no waiver or forgiving by USS, for any reason whatsoever, of any default of Tacoa under this Agreement shall be construed, by Tacoa or others, to operate as a waiver of any other default of Tacoa under this Agreement or the same default of Tacoa on a future occasion.

(20) This Agreement constitutes the entire agreement between the parties hereto and supersedes, voids, and nullifies any and all other written or oral understandings or agreements between the parties hereto concerning the subject matter hereof. No modification, alteration, or amendment to this Agreement shall be valid unless made in writing and duly executed by the proper parties hereto.

(Remainder of page intentionally left blank. See following page for signaures.)

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Shelby Cnty Judge of Probate, AL
12/14/2005 12:31:31PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate in their name and behalf and attested by their duly authorized officers the day and year first above written.

ATTEST:

By: _____

Title: Assistant Secretary

UNITED STATES STEEL CORPORATION

By: _____

Title: General Manager - Southeast
USS Real Estate, a division of
United States Steel Corporation

APPROVED
AS TO FORM
LAW DEPT.

TACOA MINERALS, LLC

By: _____

Its: Pres its member

20051214000646300 8/14 $52.50
Shelby Cnty Judge of Probate, AL
12/14/2005 12:31:31PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Michael M. Partain, a Notary Public, in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager - Southwest, 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 this 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 official seal, this the 6th day of September, 20 05.

Michael M. Partain
Notary Public

[SEAL]

My Commission Expires 2-25-2009

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Michael M. Partain, a Notary Public, in and for said County in said State, hereby certify that Jerry Whitt, whose name as President, of Tacoa Minerals, LLC, an Alabama limited liability company, 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 this instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 6th day of September, 20 05.

Michael M. Partain
Notary Public

[SEAL]

My Commission Expires 2-25-2009

EXHIBIT A

Map of the Easement

(see attached)

20051214000646300 9/14 $52.50
Shelby Cnty Judge of Probate,AL
12/14/2005 12:31:31PM FILED/CERT

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Shelby Cnty Judge of Probate,AL
12/14/2005 12:31:31PM FILED/CERT

ATTACHMENT "I"
INSURANCE

Tacoa 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 lease (including the tort liability of another assumed in a business lease). 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 Tacoa'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 Tacoa'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 Tacoa 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.

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Shelby Cnty Judge of Probate, AL
12/14/2005 12:31:31PM FILED/CERT

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.

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.

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 that 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 there from.

(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, Tacoa 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*** -- Tacoa 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 $2,000,000 each occurrence for bodily injury and property damage; $2,000,000 each occurrence and aggregate for products and completed operations; $4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS, except if the parties agree otherwise.

20051214000646300 12/14 $52.50
Shelby Cnty Judge of Probate, AL
12/14/2005 12:31:31PM FILED/CERT

B. **Automobile Liability Insurance**: Including Umbrella Liability Insurance, if necessary, limits shall be not less than $2,000,000 per accident for bodily injury and property damage, $5,000,000 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. **[N/A.]**

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

3. ***Deductibles and Self-Insured Retentions*** -- All insurance coverage carried by Tacoa 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 Tacoa and its Contractor(s).

4. ***Rating of Insurer*** -- The Tacoa 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 Tacoa. Therefore, these provisions shall be enforceable and Tacoa 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 Tacoa and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.

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

20051214000646300 13/14 $52.50
Shelby Cnty Judge of Probate,AL
12/14/2005 12:31:31PM FILED/CERT

E. In the event Tacoa and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Tacoa 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. Tacoa and its Contractor(s) shall furnish USS with copies of the endorsements affecting the coverage required by this specification. Additionally, ***prior to the commencement of any work or services on USS' Premises,*** Tacoa 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 Tacoa 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 Tacoa 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 Tacoa or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Tacoa and its Contractors does not relieve or decrease in any manner the liability of the Tacoa and its Contractor(s) for performance hereunder. The Tacoa 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.

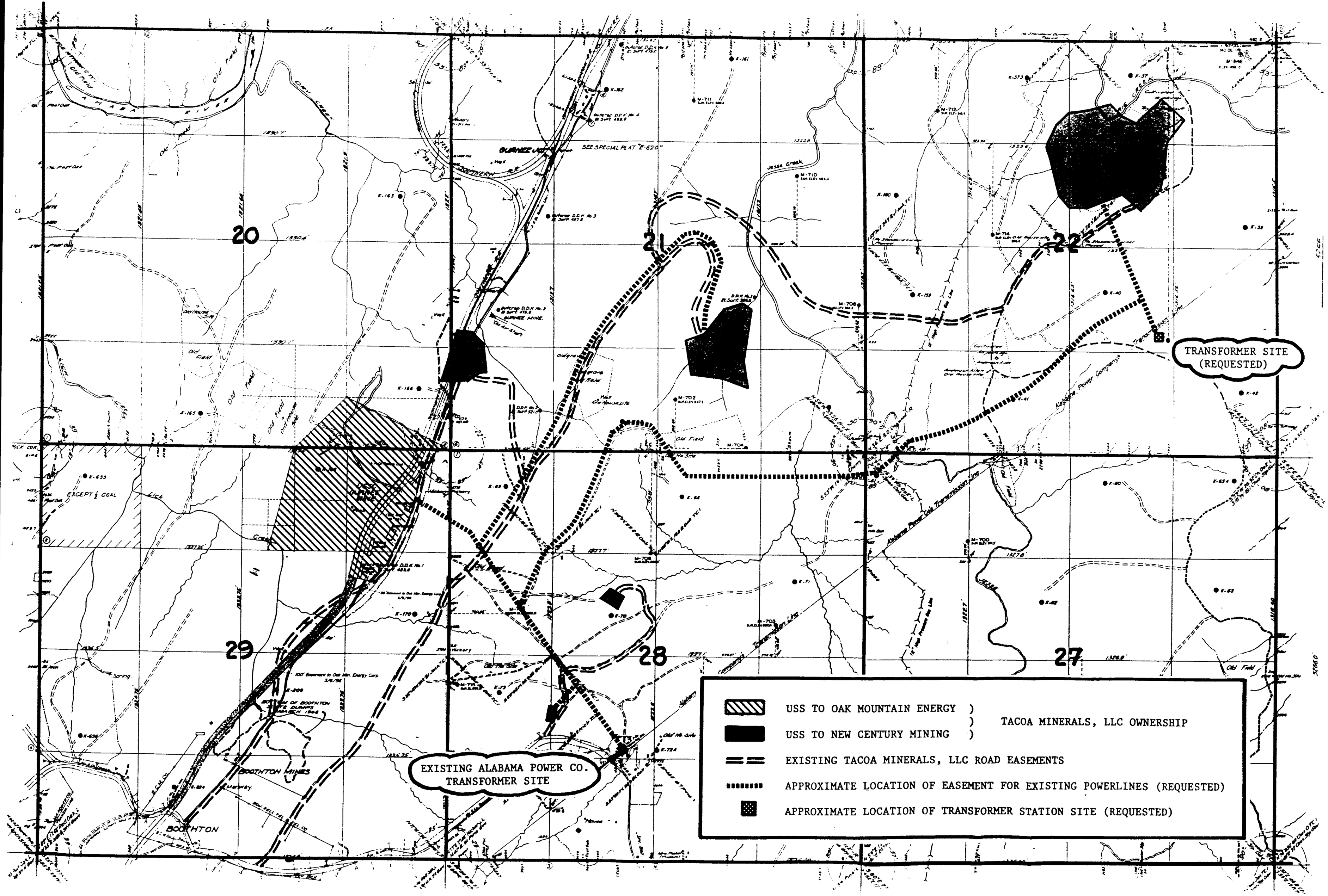

EXHIBIT A

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Shelby Cnty Judge of Probate, AL
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