

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

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

RIGHT OF FIRST REFUSAL NOTICE

KNOW ALL PERSONS BY THESE PRESENTS THAT:

1. **UNITED STATES STEEL CORPORATION**, a Delaware corporation, as "Grantor", and **MMM PROPERTIES, LLC**, an Alabama limited liability company, as "Grantee", are parties to that certain "Special Warranty Deed" dated November 16, 2006, and recorded in Instrument No. 20061130000583070 in the Probate Office of Shelby County, Alabama (the "Deed"), which conveyed the following described real estate to Grantee situated in Shelby County, Alabama, to wit:

Lots 1 through 52, inclusive; Lots 223 through 259 inclusive, Less, Except and Excluding Lots 231 and 232; Lots 279 through 292 inclusive; and Lots 311 through 314 inclusive, all according to the survey of Hillsboro Subdivision, Phase I, as recorded in Map Book 37, Pages 104-A, 104-B, and 104-C, in the records of the Judge of Probate of Shelby County, Alabama

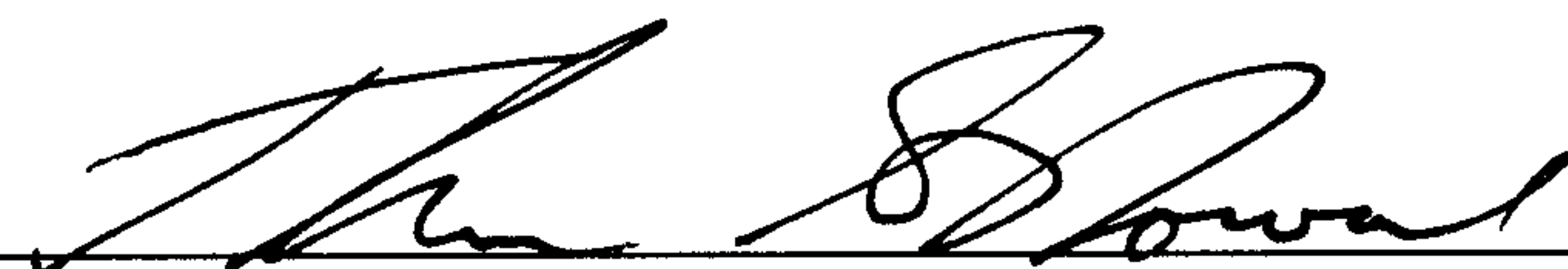
2. The Deed contains the following right of first refusal reserved by the Grantor:

"9. Except with respect to a conveyance by Grantee to an affiliated legal entity owned or controlled in whole or in part by Grantee or its principals, Grantor, its successors and assigns, reserves a right of first refusal to purchase the Property in the event that the Grantee should desire to sell or otherwise convey the same within forty-eight (48) months from the date of recording hereof. Grantee shall first offer to sell the Property to Grantor, its successors and assigns, for the same price, terms, and conditions as stated in the real estate sales contract by and between Grantor and Grantee, it being understood and agreed that Grantor, its successors and assigns, shall have the first option to purchase the Property upon such price, terms and conditions. In order to exercise its right of first refusal, Grantor, its successors and assigns, shall give written notice to Grantee of such exercise within seven (7) days following Grantor's, its successors' and assigns', receipt of written notice of Grantee's intent to sell or otherwise convey the Property. The right of first refusal provided for in this Paragraph shall terminate upon the earlier of (i) the expiration of forty-eight (48) months from the date of recording hereof; or (ii) upon commencement of construction of a house on the Property as evidenced by the completion of the foundation of such house; or (iii) upon written notice of Grantor's election not to purchase the Property."

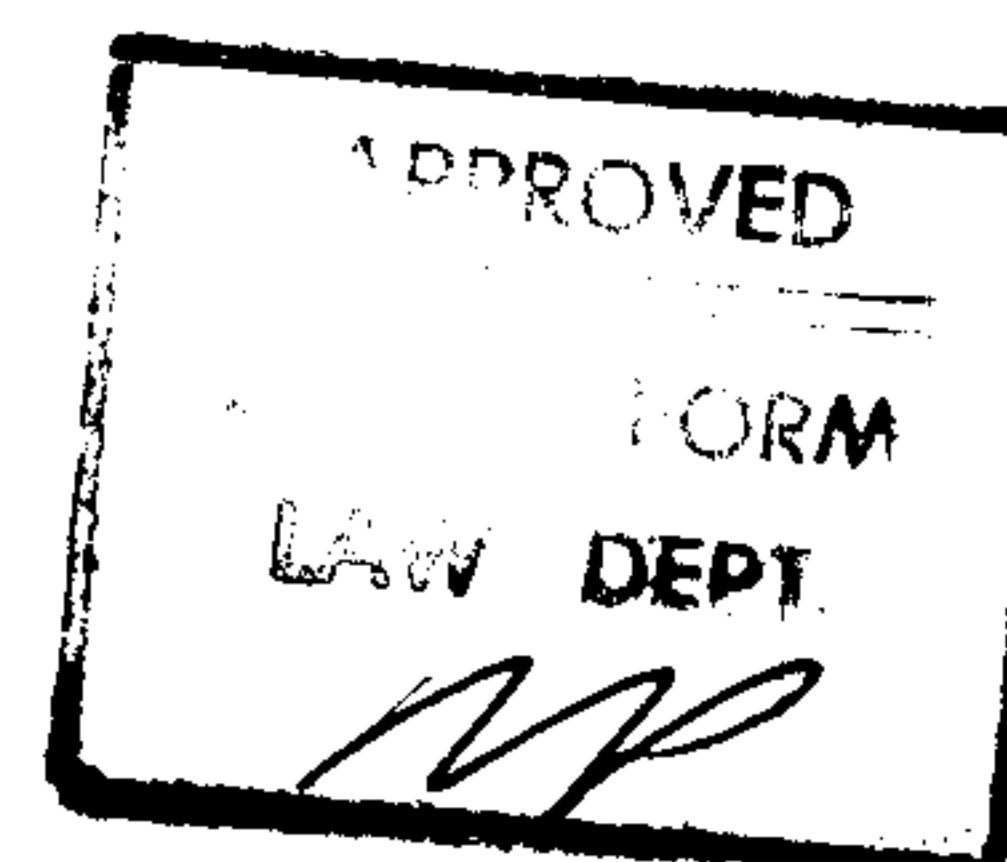
3. The Grantor and Grantee hereby publish this notice to acknowledge their agreement that any conveyance of the real estate described in the Deed by Grantee to **HPH PROPERTIES, LLC**, an Alabama limited liability company, shall be deemed to be conveyance to an affiliated legal entity owned or controlled in whole or in part by Grantee or its principals and therefore shall not be in violation of Section 9 of the Deed.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this instrument effective on this 8th day of December, 2006.

UNITED STATES STEEL CORPORATION

By: 

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




Date: 11-27-06

MMM PROPERTIES, LLC

By: 

Its: Manager

Date: 12-8-06


20061219000618060 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/19/2006 04:13:12PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, Michael M. Partum, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager 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 27th day of November, 2006.

Michael M. Partum
Notary Public

[SEAL]

My Commission Expires: 2-25-2009


20061219000618060 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/19/2006 04:13:12PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Amanda Elizabeth Watson, a Notary Public in and for said County, in said State, hereby certify that Alan Howard, whose name as member of **MMM Properties, 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 said instrument, he, 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 SEAL OF OFFICE this, the 8th day of December, 2006.

Amanda Elizabeth Watson
Notary Public

[SEAL]

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **Jan 30, 2010**
BONDED THRU NOTARY PUBLIC UNDERWRITERS