

Em



20090518000185020 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
05/18/2009 09:19:42 AM FILED/CERT

REAL ESTATE EXCHANGE CLOSING STATEMENT

PRINCIPALS: United States Steel Corporation ("USS") – owner of the "USS Parcels".
MMM Properties, LLC ("MMM") – owner of the "MMM Parcels".

ESCROW AGENT: None.

INTERESTS TO BE CONVEYED: Surface Only - Minerals and Mining Rights Excepted

USS Parcels: See descriptions on **Exhibit A** attached hereto.

MMM Parcels: See descriptions on **Exhibit B** attached hereto.

IMPROVEMENTS: None.

<u>EXCHANGE:</u>	A) Conveyance of USS Parcels to MMM	\$ 0.00
	B) Conveyance of MMM Parcels to USS	\$ 0.00
	C) Debit for title insurance expenses of MMM paid by USS	+2,624.00
	D) Debit for deed recording expense of MMM paid by USS	+ 537.00
	E) Debit for property taxes for MMM Parcels due USS	+1,703.36
	F) Credit for property taxes for USS Parcels due MMM	- 1,703.36
	G) Amount due USS at Closing	\$3,161.00

(Payable by check to the order of "United States Steel Corporation")

EXPENSES PAID OUTSIDE OF CLOSING:

- A) Title insurance expense of MMM paid by USS
(\$2,624.00 to Alabama Title Co., Inc.)
- B) Deed and mortgage(s) recording fee expenses of MMM paid by MMM
(\$_____ to Judge of Probate of Shelby County, Alabama)
- C) Deed recording fee expense of MMM paid by USS
(\$537.00 to Judge of Probate of Shelby County, Alabama)

TYPE OF DEEDS: Special Warranty Deed - USS Parcels.
Special Warranty Deed - MMM Parcels.

PROPERTY TAXES: USS shall pay all taxes due and payable October 1, 2009, and thereafter for the MMM Parcels.

MMM shall pay all taxes due and payable October 1, 2009, and thereafter for the USS Parcels.

TITLE INSURANCE: USS and MMM acknowledge that they have received a copy of the commitments for the ALTA Owners title insurance policy for their respective parcels. The cost of the policy for the USS Parcels shall be paid



20090518000185020 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
05/18/2009 09:19:42 AM FILED/CERT

by USS outside of Closing as an expense of MMM. The cost of the policy for the MMM Parcels shall be paid by USS outside of Closing as an expense of MMM.

SURVEYS:

USS and MMM acknowledge that they have not obtained surveys of the MMM Parcels and the USS Parcels.

ESA:

USS and MMM acknowledge that they have not obtained an environmental site assessment (ESA) of the MMM Parcels and the USS Parcels.

MORTGAGE(S)

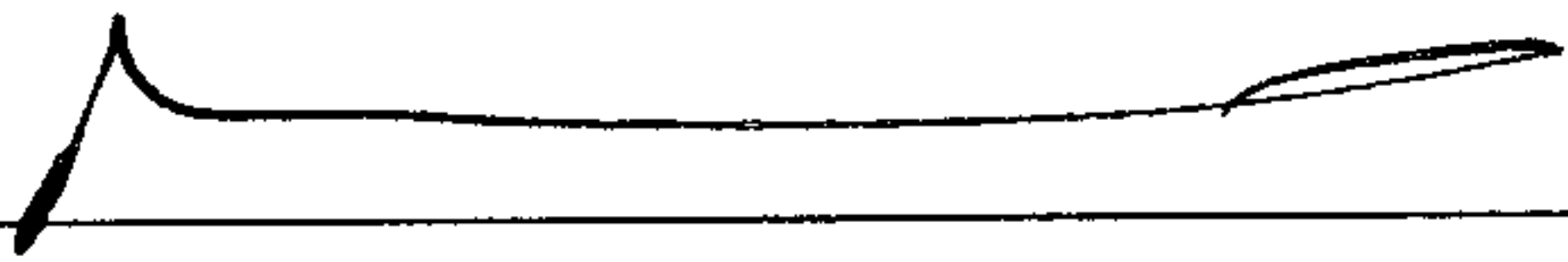
Wachovia Bank.

RECORDING:

USS shall, at MMM's expense, record the deed for the MMM Parcels in the Probate Office of Shelby County, Alabama. MMM shall, at MMM's expense, record the deed for the USS Parcels and the mortgage(s) in the Probate Office of Shelby County, Alabama.


MMM:

MMM PROPERTIES, LLC

By: 
Its: mm
Date: 2-19-09

USS:

UNITED STATES STEEL CORPORATION

By: 
Title: General Attorney
Date: 2-19-09



20090518000185020 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
05/18/2009 09:19:42 AM FILED/CERT

EXHIBIT A

The USS Parcels

Lots 102, 103, 104, 105, 116, 117, 118, 119, 120, and 121, according to the survey of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123-A, Page 123-B, and Page 123-C, in the Probate Office of Shelby County, Alabama.



20090518000185020 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
05/18/2009 09:19:42 AM FILED/CERT

EXHIBIT B

The MMM Parcels

Lots 47-A, 48-A, 49-A, 256-A, 257-A, and 258-A, according to the Amended Hillsboro Subdivision, Phase I, as recorded in Map Book 39, Page 140 C, in the Probate Office of Shelby County, Alabama, and Lots 50, 51, 52, and 259, according to the Hillsboro Subdivision, Phase I, as recorded in Map Book 37, Pages 104-A, 104-B, and 104-C.