

Mail tax notice to:

Shelby Investments, LLC
c/o Mr. Tim Webster
2464 Glasscott Point
Hoover, Alabama 35226

This instrument was prepared by:

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

\$50,000

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation (hereinafter referred to as "Grantor"), by **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in the South 1/2 of the Northwest 1/4 of Section 19, Township 21 South, Range 4 West of the Huntsville Meridian, Shelby County, Alabama, and depicted on map marked **EXHIBIT A** and more particularly described on **EXHIBIT B** attached hereto and made a part hereof (the "Property").

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept the Property in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to

the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this provision, "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.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in **EXHIBIT C** attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

Grantor covenants that it is lawfully seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 22nd day of November, 2010.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Mirza Manovic

Title: Assistant Secretary

By: [Signature]

Title: President

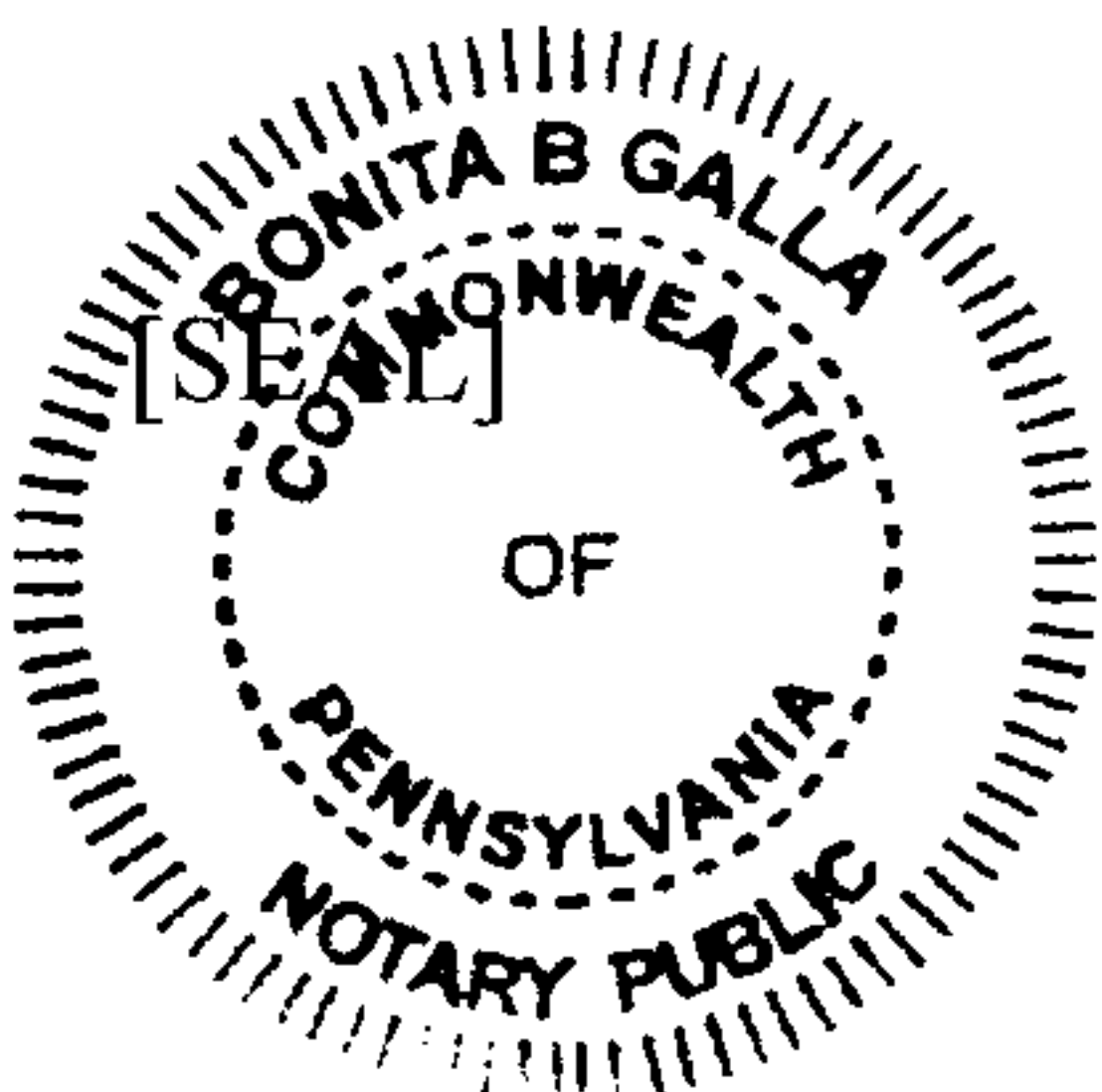
USS Real Estate, a division of
United States Steel Corporation

APPROVED
TO FORM
LAW DEPT.
[Signature]

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, Bonita B. Galla, a Notary Public in and for said County, in said State, hereby certify that George Manos, 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 22nd day of November, 2010.



Bonita B. Galla
Notary Public

My Commission Expires: April 13 2014

NOTARIAL SEAL
BONITA B GALLA, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires April 13 2014

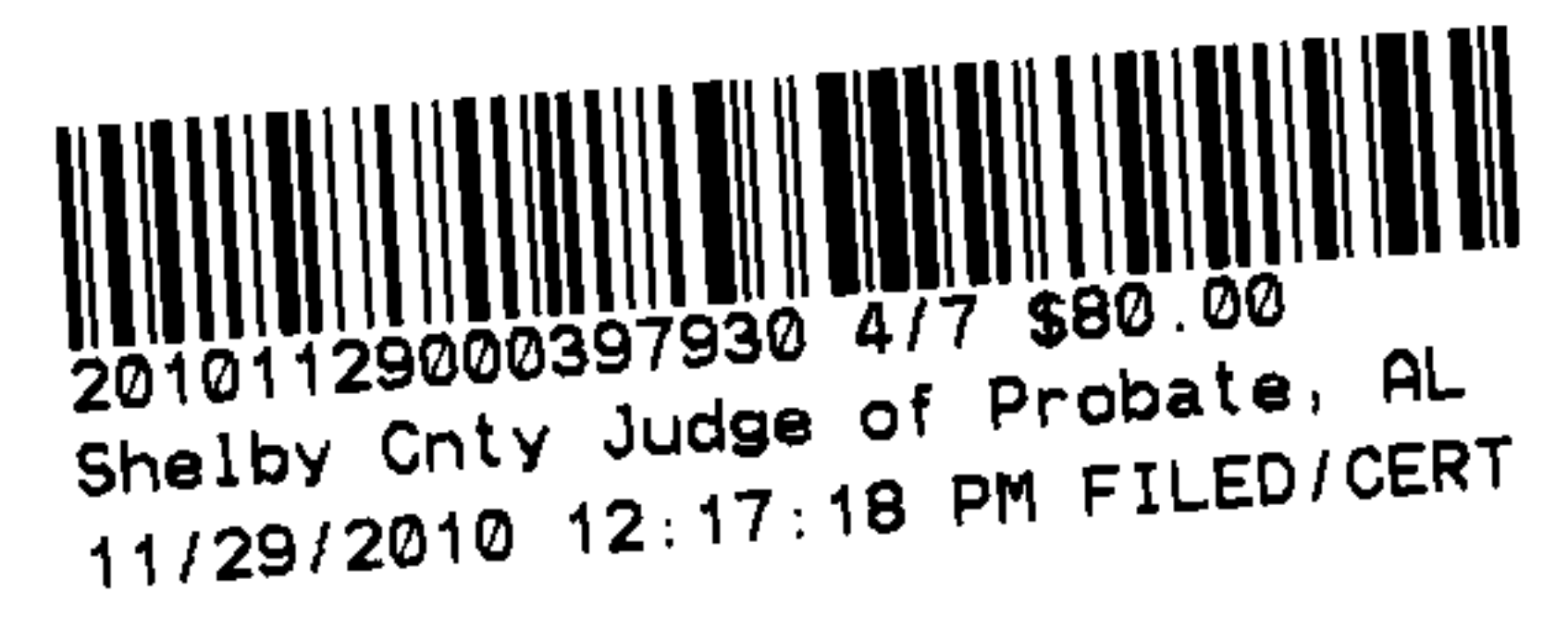


Exhibit A

Map of the Property

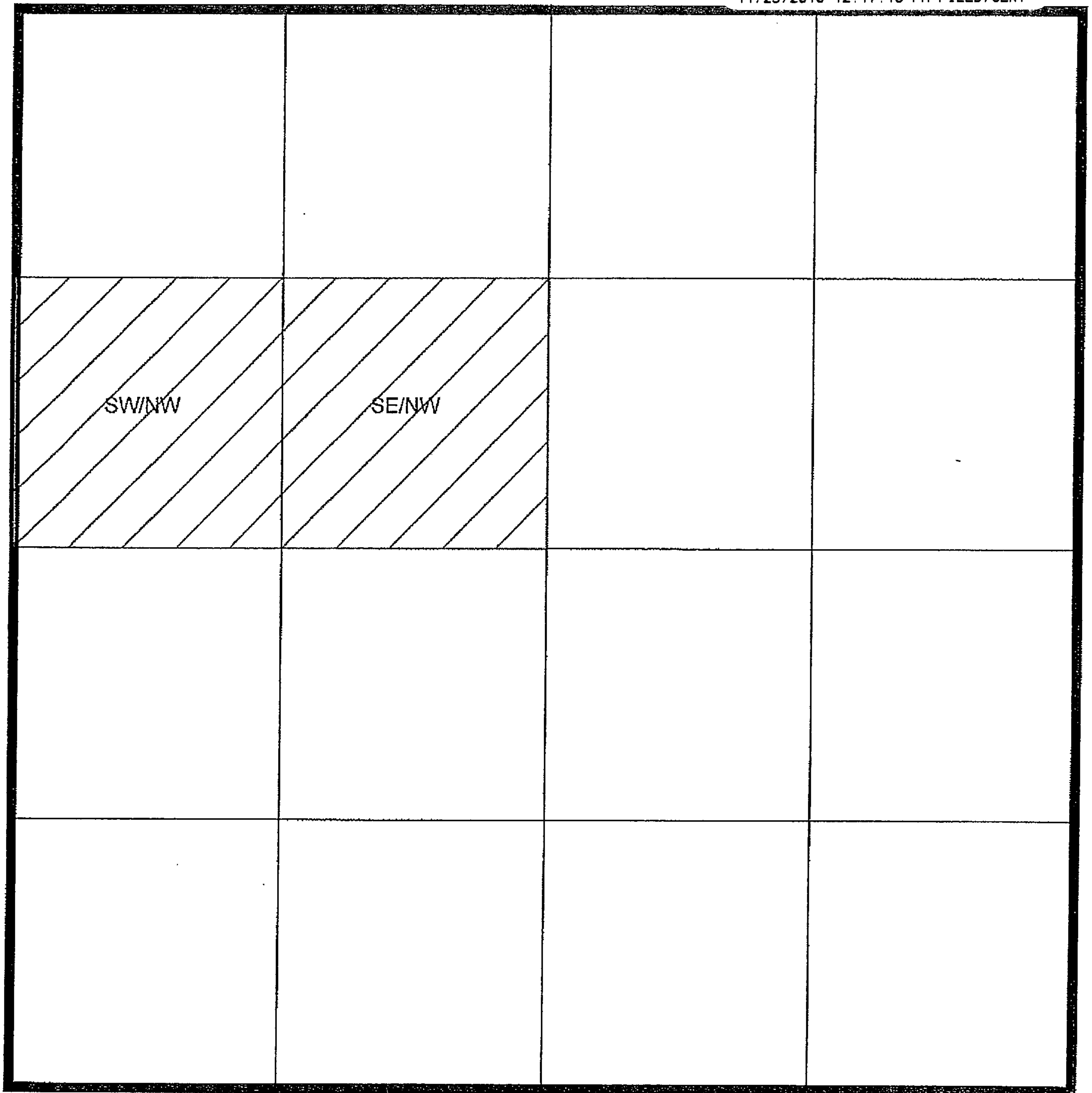
(see attachment)



20101129000397930 5/7 \$80.00

Shelby Cnty Judge of Probate, AL

11/29/2010 12:17:18 PM FILED/CERT



Section 19, Township 21 South, Range 4 West, Shelby County



Property



0

1/4 mile





20101129000397930 6/7 \$80.00
Shelby Cnty Judge of Probate, AL
11/29/2010 12:17:18 PM FILED/CERT

Exhibit B

Legal Description of the Property

The South 1/2 of the Northwest 1/4 of Section 19, Township 21 South, Range 4 West of the Huntsville Meridian, Shelby County, Alabama. Containing 80.0 acres, more or less.

Exhibit C

Permitted Encumbrances

1. Property taxes owing on the Property that are not yet due and payable.
2. Government actions, including zoning restrictions and building and use restrictions, including variances.
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal.
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting the Property recorded in the Probate Office of Shelby County, Alabama (other than judgments, mortgages, and other monetary liens).
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines).
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting the Property, whether or not of record.
7. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the Property (including rights between the high and low tide lines).
8. Agreement with Respect to Surface and Subsurface Uses-Green dated as of February 26, 2004, by and between Grantor and RGGS Land & Minerals, Ltd., L. P. recorded at Instrument 2004-148600.
9. Agreement to Grant Easements dated as of February 26, 2004, by and between Grantor and RGGS Land & Minerals, Ltd., L. P.
10. Public Hunting Area Agreement between USX Corporation and State of Alabama Department of Conservation dated 10/15/1996 as set forth in CA 7854A.
11. Coal Seam Gas Lease between USX Corporation and GeoMet, Inc., dated April 9, 2002, a memorandum of which is recorded at 2002-299180, as amended in Shelby County by instruments recorded at 2003-6831501; 2003-683160; 2004-48290; 2004-224120; 2005-266370; 2005-266380; 2009-349540; and 2010-67230.

Note: "B" and CA" instruments cited herein refer to unrecorded documents on file in Grantor's land records.