


NOTE: THIS INSTRUMENT AMENDS THE RIGHT-OF-WAY CONTRACTS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AT BOOK 221, PAGE 826 AND AT BOOK 276, PAGE 344.

THIS INSTRUMENT WAS PREPARED BY:

M. Beth O'Neill
Robert R. Sexton
Maynard, Cooper & Gale, P.C.
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2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY)

FIRST AMENDMENT TO AGREEMENTS FOR RIGHT-OF-WAYS

THIS FIRST AMENDMENT TO AGREEMENTS FOR RIGHT-OF-WAYS (this "First Amendment") is executed as of May 10, 2012 (the "Effective Date"), by and among UNITED STATES STEEL CORPORATION, a Delaware corporation ("USS"), RGGS LAND & MINERALS, LTD., L.P., a Delaware limited partnership ("RGGS") and COLONIAL PIPELINE COMPANY, a Delaware and Virginia corporation ("Colonial"). USS, RGGS and Colonial are sometimes referred to individually as a "Party," and collectively as the "Parties".

RECITALS

WHEREAS, USS and Colonial entered into that certain Agreement dated July 20, 1962 (the "1962 ROW Agreement"), recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Shelby JOP") at Book 221, page 826, pursuant to which USS granted to Colonial the right to construct, operate, maintain and remove an underground pipeline (the "First Pipeline") not in excess of thirty-six (36) inches in diameter for the transportation of petroleum products upon a fifty foot right-of-way upon and across certain property owned in fee simple by USS and located in Section 31, Township 20 South, Range 3 West; Section 6, Township 21 South, Range 3 West; and Sections 1, 2, 9, 10, 11 and 17, Township 21 South, Range 4 West, Shelby County, Alabama (the "1962 Right-of-Way"), the location of which was more fully described in the 1962 ROW Agreement; and

WHEREAS, USS and Colonial entered into that certain Agreement dated June 20, 1972 (the "1972 ROW Agreement," and collectively with the 1962 ROW Agreement the "Existing ROW Agreements"), recorded in the Shelby JOP at Book 276, page 344, pursuant to which USS granted to Colonial the right to construct, operate, maintain and remove a second underground pipeline (the "Second Pipeline," and collectively with the First Pipeline the "Existing Pipelines") not in excess of thirty-six (36) inches in diameter for the transportation of petroleum products upon a right-of-way upon and across (i) the property comprising the 1962 Right-of-Way, as more fully described in the 1972 ROW Agreement, and (ii) certain additional property more fully described in the 1972 ROW Agreement and lying between Points H and I as depicted on the map

attached thereto (the "1972 Right-of-Way," and collectively with the 1962 Right-of-Way the "Existing Right-of-Ways"); and

WHEREAS, pursuant to paragraph (8) of the 1962 ROW Agreement and paragraph (7) of the 1972 ROW Agreement, USS reserved to itself all coal, iron ore, oil, gas and other minerals located in the land subject to the Existing ROW Agreements, together with the right to mine and remove the same; and

WHEREAS, in recognition of the desirability of protecting the Existing Pipelines from actual damage resulting from the mining and removal of such minerals from and under the land, however, USS agreed to notify Colonial of any planned mining or removal which, in the judgment of USS, could result in actual damage to the Existing Pipelines, in which event Colonial was then to advise USS whether or not it wished USS to leave any such minerals in the ground to attempt to protect the Existing Pipelines from damage; and

WHEREAS, in consideration of the grant of the right to determine whether any such minerals should be left in the ground to protect the Existing Pipelines, Colonial agreed to pay to USS an amount equal to the value of such minerals left in the ground with the value to be determined by USS; and

WHEREAS, pursuant to that certain Special Warranty Deed to Minerals (the "RGGS Mineral Deed") dated February 26, 2004 and recorded in the Shelby JOP as Instrument # 20040323000148560, USS conveyed to RGGS all of the minerals and mining rights (as those terms are defined in the RGGS Mineral Deed, including without limitation, all the coal, iron ore, oil, gas and other minerals and attendant mining rights) owned by USS in, under or that might be produced from certain land located in Shelby County, Alabama, as more particularly described on Exhibit A to the RGGS Mineral Deed (the "RGGS Mineral Land"). The RGGS Mineral Land includes the land through which the Existing Pipelines and the Existing Right-of-Ways were situated and in operation. The RGGS Mineral Deed expressly provided that the grant to RGGS was subject to, easements of record including the Existing ROW Agreements; and

WHEREAS, USS reserved to itself in the RGGS Mineral Deed all right, title and interest in and to the Fee Lands (as defined in the RGGS Mineral Deed), less the minerals and mining rights (as defined in the RGGS Mineral Deed), and such mining rights were made subject to that certain Agreement With Respect to Surface and Subsurface Uses - Yellow Cross Hatch, dated as of February 26, 2004 and recorded in the Shelby JOP as Instrument # 20040323000148590 (the "Use Agreement"); and

WHEREAS, pursuant to that certain Coal Mining Lease dated August 20, 2007 (the "RGGS Coal Lease"), a memorandum of which is recorded in the Shelby JOP as Instrument # 20120418000132130 (the "RGGS Coal Lease Memorandum"), RGGS leased to Twin Pines Coal Company, Inc. ("Twin Pines") all coal that could be obtained through surface mining methods located within a portion of the RGGS Mineral Land (the "Twin Pines Leased Parcel"). Pursuant to that certain Coal Mining Lease dated November 28, 2007 (the "USS Coal Lease"), a memorandum of which is recorded in the Shelby JOP as Instrument # 20120413000127380 (the "USS Coal Lease Memorandum"), USS leased to Twin Pines all coal that could be obtained

through surface mining methods on the Twin Pines Leased Parcel (the RGGS Coal Lease and the USS Coal Lease are sometimes collectively referred to herein as the “Twin Pines Coal Leases”). A portion of the Twin Pines Leased Parcel is located under and in the vicinity of the Existing Pipelines and Existing Right-of-Ways; and

WHEREAS, in approximately June 2008, RGGS and Twin Pines, as successors in interest to USS, notified Colonial of planned mining or removal of coal which could result in damage to the Existing Pipelines, and thereafter Colonial exercised its right under the Existing ROW Agreements to require RGGS and Twin Pines, as successors in interest to USS, to leave minerals in the ground to protect the Existing Pipelines; and

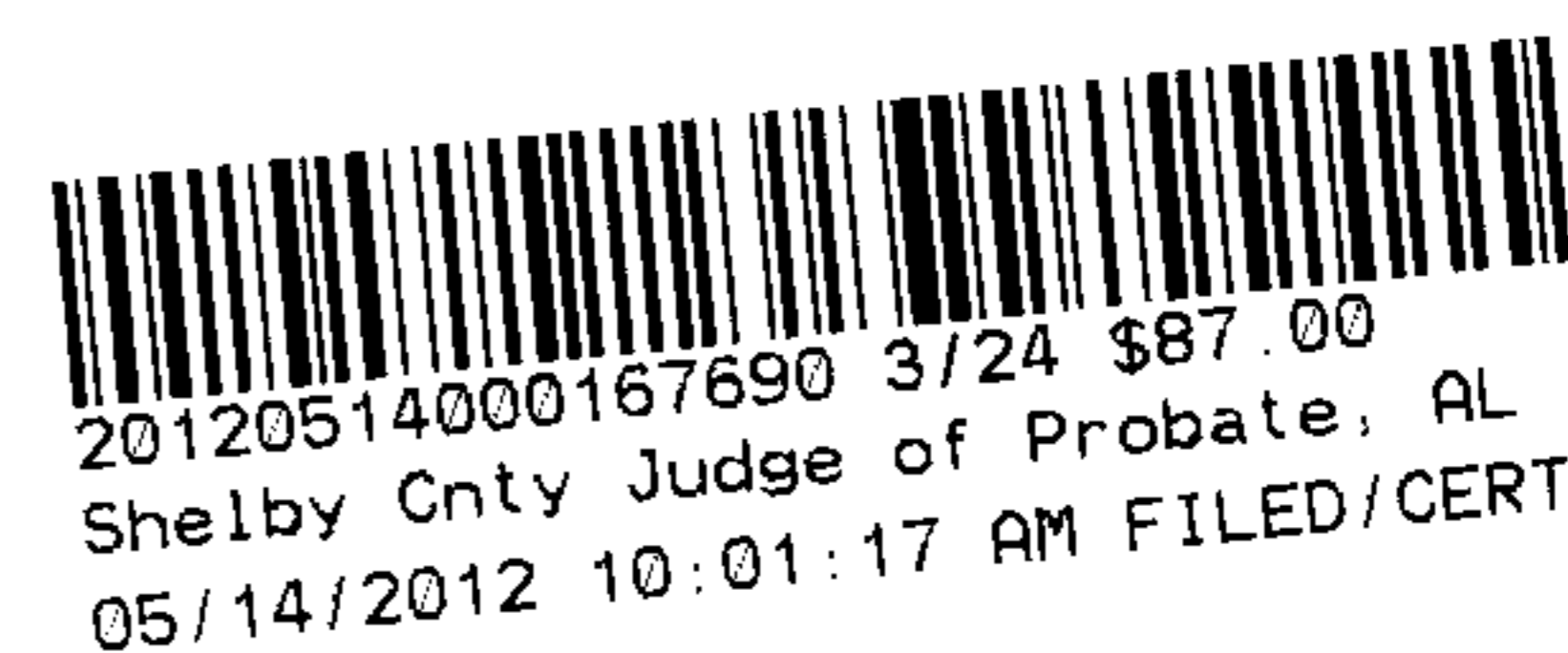
WHEREAS, RGGS, Twin Pines and Colonial could not come to agreement on the quantity or the value of the minerals to be left in the ground, and on July 15, 2009, Twin Pines and RGGS filed a law suit against Colonial styled, *Twin Pines Coal Company, Inc., et al. v. Colonial Pipeline Company*, in the U.S. District Court for the Northern District of Alabama, Southern Division (the “Court”), Civil Action No. 2:09-CV-01403-SLB asserting a claim for the value of the coal to be left in place and alleged delay by Colonial in providing parameters for future mining (the “Law Suit”); and

WHEREAS, pursuant to that certain First Amendment to Coal Mining Lease dated September 13, 2010, a memorandum of which is recorded in the Shelby JOP as Instrument # 20120418000132150) (which amended that certain Coal Mining Lease dated December 20, 2007, a memorandum of which is recorded in the Shelby JOP as Instrument # 20120418000132140) (collectively, the “Tacoa Coal Lease”), RGGS leased to Tacoa Minerals, LLC (“Tacoa”), all coal that could be obtained through underground mining methods from the Gholson and Clark Seams of coal located within a portion of the RGGS Mineral Land (the “Tacoa Leased Parcel”). A portion of the Tacoa Leased Parcel is located under and in the vicinity of the Existing Pipelines and Existing Right-of-Ways; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement (Dry Creek Reserve Leases) dated January 13, 2011 (“Twin Pines II Assignment”), being referenced in the USS Coal Lease Memorandum and RGGS Coal Lease Memorandum, Twin Pines transferred and assigned to Twin Pines II, LLC (“Twin Pines II”), certain of its rights under the Twin Pines Coal Leases and the Law Suit; and

WHEREAS, Twin Pines, Twin Pines II, Tacoa, and their successors and assigns, are sometimes referred to collectively as the “Mineral Lessees”; and

WHEREAS, the Parties (other than Colonial) have represented to Colonial that USS, RGGS, SWF Birmingham, LLC (“SWF”) (as the current holder of a long-term timber agreement), Geomet, Inc. (as the current holder of the coalbed methane lease) and the Mineral Lessees, are all of the parties that have any right, title or interest in or to, or the right to payment for, the minerals and the surface rights to the RGGS Mineral Lands, including timber rights, that will be impaired to protect the Existing Pipelines pursuant to the Existing ROW Agreements, as amended by this First Amendment; and



WHEREAS, in order to settle the Law Suit and to clarify the rights of the Parties, the Parties have agreed, among other things, to amend the Existing ROW Agreements as set forth herein. The Existing ROW Agreements, as amended by this First Amendment, are hereinafter collectively referred to as the "ROW Agreements."

NOW, THEREFORE, FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

AGREEMENTS

1. **Recitals**. The Parties acknowledge and agree that the foregoing Recitals are true, correct and complete as of the Effective Date, and the Recitals are hereby incorporated into this First Amendment as if set forth herein in full for the purpose of providing background, defined terms and context. In the event of a conflict between the Recitals and the provisions of Sections 2 through 11 (the "Operative Provisions"), the Operative Provisions shall control.

2. **Existing Pipelines Remain in Place**. The Existing Pipelines shall remain in place as built under the Existing ROW Agreements.

3. **Amendments to Existing ROW Agreements**. As of the Effective Date, the Parties hereby amend the Existing ROW Agreements as follows:

a. **Ratification, Confirmation and Modification of Grant**. The Parties hereby ratify, confirm and modify the grant of rights in paragraph (1) of both of the Existing ROW Agreements as follows:

(1) Colonial's Existing Right-of-Ways are hereby expanded so that:

(i) the 1962 Right-of-Way is widened from 50 feet to 75 feet. The additional twenty five (25) feet shall be allocated 20 feet to the southeast side of the 1962 Right-of-Way and 5 feet to the northwest side of the 1962 Right-of-Way, such areas being designated by cross-hatch marks and labeled "*First Right-of-Way Expansion*" as shown on **Exhibit A** attached hereto and incorporated herein by reference. USS hereby grants to Colonial a right-of-way for the purposes set forth in the ROW Agreements over such additional 25 feet; and

(ii) the 1972 Right-of-Way (in particular, between Points H and I as shown on **Exhibit A** attached hereto and incorporated herein by reference) shall remain in full force and effect as originally granted; and further

(iii) the 1972 Right-of-Way is widened to, and USS does hereby grant to Colonial a right-of-way, for the purposes set forth in the ROW Agreements over such additional area lying between the southeast side of the 1962 Right-of-Way, as widened by 20 feet as aforesaid, and the northwest side of the 1972 Right-of-Way, such area being located in the vicinity of Points H and I and designated by hatch marks and labeled "*Second Right-of-Way Expansion*" on **Exhibit A** hereto. The Existing Right-of-

Ways, as expanded by the First Right-of-Way Expansion and the Second Right-of-Way Expansion, are hereinafter collectively referred to as the "Right-of-Ways".

(2) In addition to the rights granted in the Existing ROW Agreements, USS and RGGGS hereby further grant to Colonial the right, without further payment, to construct, maintain, inspect, identify, operate, protect, replace, repair, change the size of and remove (i) either or both of the two Existing Pipelines, and (ii) an additional pipeline, but only to the extent such additional pipeline can be located between the two Existing Pipelines as such Existing Pipelines are located as of the Effective Date (the "Third Pipeline," and collectively with the Existing Pipelines, the "Pipelines"), in each and every instance together with appurtenances, including markers and corrosion maintenance devices, for the transportation through the Pipelines of liquids, gases, solids and/or mixtures of any or all thereof. Colonial shall protect and restore existing non-Colonial facilities which cross the Right-of-Ways if they are disturbed during such installation and Colonial shall provide as-built surveys showing all three Pipelines following installation of the Third Pipeline.

(3) The Parties acknowledge and agree that by paying USS \$79,210.72 Colonial has fully compensated USS, its successors, assigns and lessees, including without limitation SWF, for the Right-of-Ways, as expanded by this First Amendment, and the timber located within said Right-of-Ways. USS acknowledges and agrees that, prior to or on the Effective Date, it has or will take such action as is needed to either obtain title to, or remove any encumbrance that may exist on, the timber rights in and to the expanded Right-of-Ways held by SWF, or SWF's successors and assigns. From and after the Effective Date, Colonial shall have the right to cut timber within the Right-of-Ways, as expanded, as set forth in paragraph (4) of the 1972 ROW Agreement without further compensation to any party.

b. Termination; Abandonment of Right-of-Ways. Paragraphs (11), (12) and (13) of the 1962 ROW Agreement and paragraphs (10), (11) and (12) of the 1972 ROW Agreement are hereby deleted in their entirety and the following is substituted in lieu thereof:

"Colonial will have the right to determine, and will notify USS and RGGGS in writing, when it has abandoned the Pipelines and desires to terminate the Right-of-Ways; provided, that the Right-of-Ways shall in any event terminate and revert automatically to USS, its successors or assigns, after a twenty-four (24) month continuous period of abandonment, as determined by Colonial. After any termination as aforesaid and within six (6) months after written notice from USS, Colonial, at its expense, shall remove the abandoned Pipeline(s) and restore the surface of said land to a condition reasonably satisfactory to USS, failing which, USS may itself remove said Pipeline(s) and restore the surface of the land, but at the expense of Colonial."

c. Dispute Resolution. The following dispute resolution procedure is hereby added to the ROW Agreements:

"If a dispute or controversy between and among Colonial, on the one

hand, and one or more of USS, RGGS, the Mineral Lessees, or their respective successors, assigns and lessees, on the other hand (collectively the “Non-Colonial Party”) arises under or relates to the ROW Agreements, written notice of the same (“Resolution Notice”) and the desire to resolve the same pursuant to this procedure will be provided by Colonial or the Non-Colonial Party, as applicable, to the other. For purposes of this dispute resolution procedure only, the Non-Colonial Party will be deemed to be a single party and permitted to designate only one appropriate subject matter expert as an arbitrator. Within ten (10) days after delivery of a Resolution Notice, Colonial and the Non-Colonial Party shall each designate an appropriate subject matter expert (i.e., a reputable mining engineer or other expert as required) (“SME”) as an arbitrator and within such time shall notify the other of such designation. Within twenty (20) days of their appointment, the two arbitrators so appointed shall choose a third arbitrator who shall be an appropriate SME to act with them. The arbitrators shall render a decision by majority vote within thirty (30) days after the appointment of the third arbitrator, and the arbitration proceedings shall remain confidential. However, the confidentiality of the arbitration proceedings shall not effect the subsequent admissibility of any evidence obtained during such proceedings should the parties seek a trial de novo as specified below. If Colonial or the Non-Colonial Party fails to designate and notify the other of an arbitrator as aforesaid within the time specified above, or if the arbitrators originally appointed by Colonial and the Non-Colonial Party fail to appoint the third arbitrator as aforesaid and within the time specified above or fail to reach an agreement on the matters before them, then upon the application in writing of either Colonial or the Non-Colonial Party, a person who is a Judge of the United States District Court for the Southern Division of the Northern District of Alabama shall have the power to appoint a board of three arbitrators (all of whom are appropriate SMEs), and said board shall then have the authority to decide and determine the matters in dispute. The party making such application to said Judge shall give five (5) days’ prior written notice to the other of the time and place the Judge will consider and act upon said application. Within thirty (30) days after the decision of the arbitrators or the board, either Colonial or the Non-Colonial Party who is unsatisfied by the decision may file a *de novo* action in a court of competent jurisdiction, in which event the decision of the arbitrators shall not be admissible in the court proceedings or considered by the court in any way. Colonial and the Non-Colonial Party each shall compensate any arbitrator appointed by such party, and Colonial and the Non-Colonial Party shall divide equally the compensation paid to a third arbitrator or to a board appointed by the Judge. Notwithstanding the foregoing procedure, if a dispute or controversy is of a nature as to warrant immediate injunctive or other equitable relief in favor of either Colonial or the Non-Colonial Party, this procedure will not apply, and such party will have the right to seek immediate injunctive or other equitable relief in a court of competent jurisdiction.”

d. Satisfaction of Payment Obligations; Mining Restrictions. The Parties acknowledge and agree that Colonial has paid in full all amounts due or that could become due under paragraph (8) of the 1962 ROW Agreement and paragraph (7) of the 1972 ROW Agreement for all the coal, iron ore, oil, gas and others minerals and substances (collectively the “Minerals”) that cannot be recovered due to the Mining Restrictions (as that term is defined below). All portions of Paragraph (8) of the 1962 ROW Agreement and paragraph (7) of the

1972 ROW Agreement, other than the phrase “The Steel Corporation reserves to itself all coal, iron ore, oil, gas, and other minerals contained in said land, together with the right to mine and remove the same,” are deleted in their entirety.

The right provided in the ROW Agreements to recover Minerals retained by USS, its successors and assigns, including, without limitation, RGGS and the Mineral Lessees, shall be subject to the following mining restrictions (“Mining Restrictions”):

(1) All surface mining of Minerals shall be subject to the following restrictions (the “Surface Mining Restrictions”):

(A) In order to protect the Pipelines from damage due to vibration and rock block movement, no blasting for surface mining operations can be conducted within 220 feet of the outside edges of the two Existing Pipelines (as such Existing Pipelines are located as of the Effective Date) to mining depths of 100 feet (the “Setback”). There shall be no surface mining which would cause subsidence within the Right-of-Ways.

(B) For mining at depths deeper than 100 feet, the Setback shall be extended at an angle of not less than 20 degrees from the vertical plane as measured at the point 220 feet from the outside edge of the two Existing Pipelines (as such Existing Pipelines are located as of the Effective Date), which angle may be adjusted, by mutual agreement of Colonial and RGGS or the mine operator to reflect mining conditions encountered. Agreement to any such adjustment may be withheld for any reason, or for no reason, and the rights and obligations of the Parties under paragraphs 3(d) (*Dispute Resolution*) and 3(h) (*Commercially Reasonable Conduct*) of this First Amendment shall not apply to such failure to agree.

Notwithstanding the restriction of this sub-paragraph 3.d.(1)(B), ancillary mining activities (excluding blasting or other activities that could damage the Pipelines by vibration or rock block movement) can be conducted outside the Right-of-Ways but within the Setback in accordance with the protocol attached hereto as Exhibit B and incorporated herein by reference (the “Protocol”).

(C) All blasting shall be designed so that vibration limits do not exceed four (4) inches per second as measured at the Pipelines nearest to the blasting location. The Protocol addresses, among other things, how to monitor blasting and resolve limited deviations should blasting exceed four (4) inches per second. While the design standard shall be four (4) inches per second, the permit limit used in the application to any regulatory agency(ies) having jurisdiction under applicable law or regulation shall be five (5) inches per second.

(2) All mining other than surface mining, including underground mining (“Other Mining”), shall be subject to the following restrictions (the “Other

Mining Restrictions”):

(A) There shall be no Other Mining which would cause subsidence within the Right-of-Ways.

(B) Without limiting the generality of the foregoing, there shall be no Other Mining using full extraction mining methods, including without limitation, longwall mining, within 100 feet of the outside edges of the two Existing Pipelines.

(3) Any mining plan submitted by a mining operator to any regulatory agencies having jurisdiction that contemplates the extraction of Minerals by any method, within 1,000 feet of the Existing Pipelines, must (a) comply with the Mining Restrictions and Protocol, (b) be designed to provide support at the surface at the general location of the Pipelines, as well as the entire width of the Right-of-Ways, and (c) be in accordance with all applicable laws, regulations, approvals and requirements of said agencies. The mining operator shall provide Colonial with a copy of such proposed mining plan at the time the application is submitted to any of the agencies.

(4) For clarification, the mine operator may include the Right-of-Ways and Setback within the area to be permitted. Colonial agrees that the Mining Restrictions and the Protocol may be reported by the mining operator to the agencies having jurisdiction under applicable law or regulation as an agreed setback or like restriction; but notwithstanding such declaration, all other applicable statutes or regulations must be strictly adhered to in such mining plan. Colonial further agrees to confirm such Mining Restrictions to such agencies within ten (10) days of request by the mining operator or by RGGS.

(5) Any future lease, license or other form of agreement that allows for mining of Minerals must include a restriction on the mining operator to comply with the Mining Restrictions, Protocol and ROW Agreements.

(6) The drilling, completing, equipping and production of oil and gas wells located outside of the Right-of-Ways, including without limitation, coalbed methane wells, shall not be subject to the Other Mining Restrictions, but shall be subject to the requirement that the oil and gas operator shall provide written notice to Colonial before conducting oil and gas operations within 1,000 feet of the Existing Pipelines.

e. Indemnification. The indemnification provision in paragraph (7) of the 1962 ROW Agreement, and in paragraph (6) of the 1972 ROW Agreement, are amended to include the following:

(1) Paragraph (7) of the 1962 ROW Agreement and paragraph (6) of the 1972 ROW Agreement do not apply to mining operations that are subject to the Mining Restrictions. If any such mining operations undertaken after the Effective Date do not adhere to the Mining Restrictions and as a consequence of such failure to adhere, (i) the

Pipelines or other property of Colonial or others are damaged, or (ii) individuals suffer personal injury or death, then in such events, such responsible party shall be liable for such damage, injury or death and will indemnify and hold Colonial harmless for any claims arising therefrom.

(2) With respect to real estate development, timbering, and oil and gas operations, the indemnification provisions in paragraph (7) of the 1962 ROW Agreement and in paragraph (6) of the 1972 ROW Agreement shall remain in full force and effect and unchanged.

f. Right to Cross Pipelines. The right to cross the Pipelines set forth in paragraph (9) of the 1962 ROW Agreement and paragraph (8) of the 1972 ROW Agreement are hereby amended as follows with respect to mining, quarrying, oil and gas operations:

(1) Paragraph (9) of the 1962 ROW Agreement and paragraph (8) of the 1972 ROW Agreement do not apply to mining and quarrying operations that are undertaken after the Effective Date, and do not apply to oil and gas operations undertaken pursuant to oil and gas leases granted after the Effective Date. With respect to such operations, the following shall be added to paragraph (9) of the 1962 ROW Agreement and paragraph (8) of the 1972 ROW Agreement:

“Subject to compliance with the Protocol, USS, RGGS, and their respective successors, assigns and lessees, shall have the right, and may grant to third parties the right, at any and all times in connection with their respective mining, quarrying, oil and gas operations and at locations approved by Colonial, to cross the Pipelines with heavy equipment and to install, maintain, and use tracks, roads, pipelines, drainage ways (but not to impound water), haulage systems, and wires or cables of any description across said Pipelines, either above or below ground, upon condition however, that the rights granted to others shall not be superior to the rights granted to Colonial in the ROW Agreements. Colonial shall not make a charge for reviewing or approving any crossing or use covered by this paragraph.”

(2) The rights of USS, its successors and assigns, to cross the Pipelines in connection with uses of the land for operations other than mining, quarrying, oil and gas operations on and after the Effective Date, are not governed by the Protocol and shall continue to be governed by paragraph (9) of the 1962 ROW Agreement and paragraph (8) of the 1972 ROW Agreement; provided, however, USS will give Colonial prior written notice of any such operations and crossings to be undertaken by USS its successors and assigns, in its real estate operations.

g. Commercially Reasonable Conduct. There is hereby added to the ROW Agreements a mutual requirement that the conduct of the Parties hereunder shall be commercially reasonable and any consent or approval of the Parties shall not be unreasonably withheld, conditioned or delayed.

4. **Easements, Restrictions and Covenants Running With the Land.** The Right-of-Ways, easements, terms, covenants, and conditions set forth in the ROW Agreements shall run with the land and be binding upon (and inure to the benefit of) USS, RGGs, Colonial, and their respective successors and assigns, including without limitation, the Mineral Lessees.

5. **Severability.** To the extent that any provision or portion of any provision of the ROW Agreements shall be invalid or unenforceable in any circumstance, the balance of the ROW Agreements shall be enforceable nonetheless, and the entirety of the ROW Agreements shall be enforceable in all other circumstances.

6. **Counterparts.** This First Amendment may be signed in counterparts, each of which shall be deemed an original, and when taken together shall constitute one instrument.

7. **General Provisions.** Except as amended and modified by this First Amendment, all of the terms, covenants, conditions, grants and agreements of the Existing ROW Agreements are hereby ratified, affirmed and confirmed and shall remain in full force and effect. In the event of any conflict between the Existing ROW Agreements and the provisions of this First Amendment, this First Amendment shall control.

8. **Governing Law.** This First Amendment and the Existing ROW Agreements shall be construed in accordance with and governed by the laws of the State of Alabama (without regard to conflict of law principles).

9. **Construction.** Each Party and each of the Mineral Lessees acknowledges that it has been represented or has had the opportunity to be represented by counsel in connection with the drafting and preparation of this First Amendment. No provision of this First Amendment is to be interpreted for or against any Party or any of the Mineral Lessees because that party, or that party's representative, drafted or participated in the drafting of such provision.

10. **Use of Headings.** The headings and captions of this First Amendment are inserted only as a matter of convenience and for reference and do not define, limit, expand, or describe the scope or intent of this First Amendment or any of its terms and provisions.

11. **Notice.** Any notice, statement, demand or other communication required or permitted to be given, rendered or made by any Party to another, pursuant to the ROW Agreements shall be in writing and shall be deemed to have been properly given, rendered or made, if sent by (i) hand delivery (to the person or department if one is specified below) with receipt acknowledged by the recipient thereof; or (ii) registered or certified mail, return receipt requested or (ii) overnight delivery by a nationally recognized delivery service, addressed to the parties as follows:

To USS: United States Steel Corporation
USS Real Estate
610 Preserve Parkway
Suite 200
Hoover, Alabama 35226

Attn: Robert S. Canavera
Phone: (205) 588-2817

With a Copy to: United States Steel Corporation
Law Department
610 Preserve Parkway
Suite 200
Hoover, Alabama 35226
Attn: General Attorney
Phone: (205) 588-2782

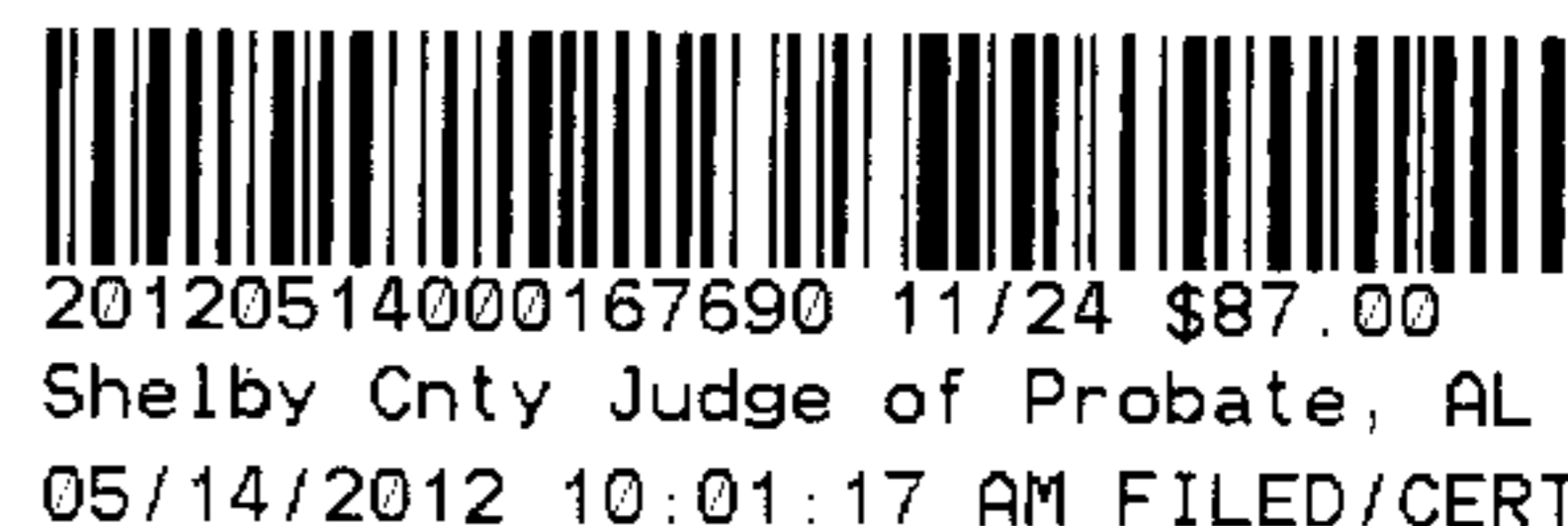
To RGGS: RGGS Land & Minerals, Ltd., L.P.
2000 Highway 33
Pelham, Alabama 35124
Attn: William F. Lawrence
Phone: (205) 685-5329

And To
RGGS Land & Minerals, Ltd., L.P.
Attention: Manager
100 Waugh Dr., Suite 400
Houston, Texas 77007
Phone: (713)-951-0100

With a Copy to: Rosen Harwood
2200 Jack Warner Parkway
Tuscaloosa, AL 35401
Attn: James J. Sledge
Phone: (205) 344-5000

To Colonial: Colonial Pipeline Company
Attn: Director of Technical Services
1185 Sanctuary Parkway, Suite 100
Alpharetta, GA 30009-4738
Phone: (800) 275-3004

With a Copy to: Colonial Pipeline Company
Attn: General Counsel
1185 Sanctuary Parkway, Suite 100
Alpharetta, GA 30009-4738
Phone: (800) 275-3004




and to:

Maynard, Cooper & Gale, P.C.
2400 Regions Harbert Plaza
1901 6th Avenue North
Birmingham, Alabama 35203-2602
Attention: James L. Goyer, III & Christopher J. Williams
Phone: (205) 254-1000

Any such notice, request, demand or communication shall be deemed to have been given on the actual date of delivery. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this provision shall constitute delivery. Any party may, by notice as aforesaid, designate a different address or addresses (and/or person to receive such notice) for notices, statements, demands or other communications intended for it.

[SIGNATURES ON FOLLOWING PAGES]



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IN WITNESS WHEREOF, the undersigned have each caused this First Amendment to be executed by a duly authorized representative, officer or member, as the case may be, on the date of the respective acknowledgment below, but to be effective as of the Effective Date.

ATTEST:

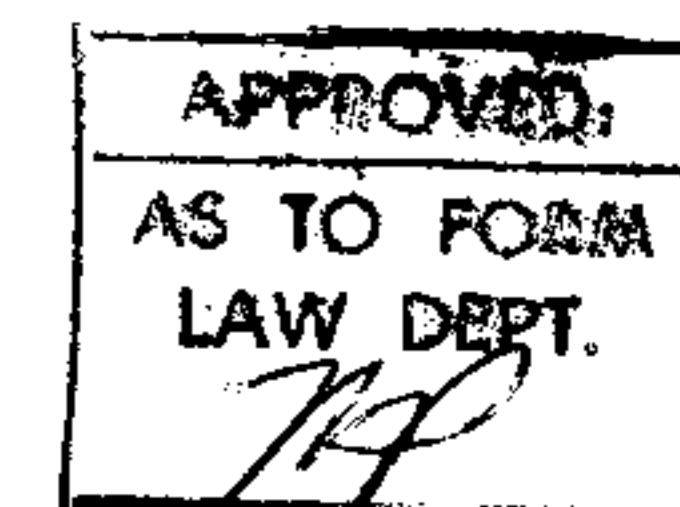
UNITED STATES STEEL CORPORATION

By: Michael M. Partain

Title: Assistant Secretary

By: Thomas G. Howard

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



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-Southeast 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 19th day of April, 2012.

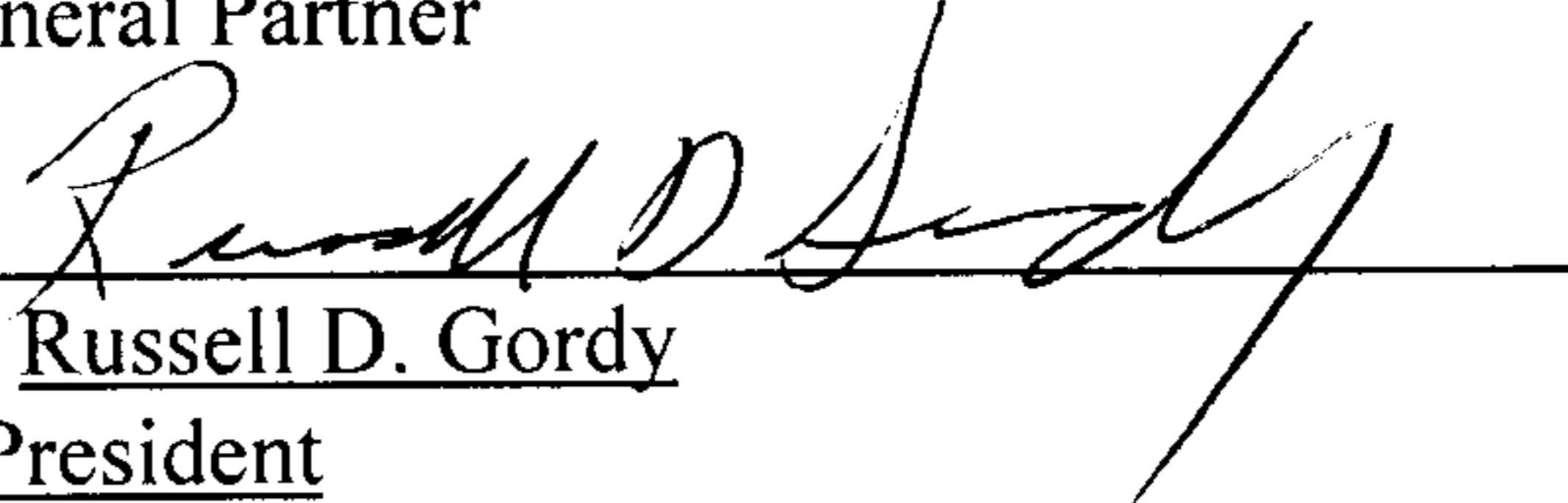
Michael M. Partain
Notary Public

[SEAL]

My Commission Expires: 2-25-2013

RGGS LAND & MINERALS, LTD., L.P.,
a Delaware limited partnership

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

By: 
Name: Russell D. Gordy
Title: President

STATE OF TEXAS)

COUNTY OF HARRIS)

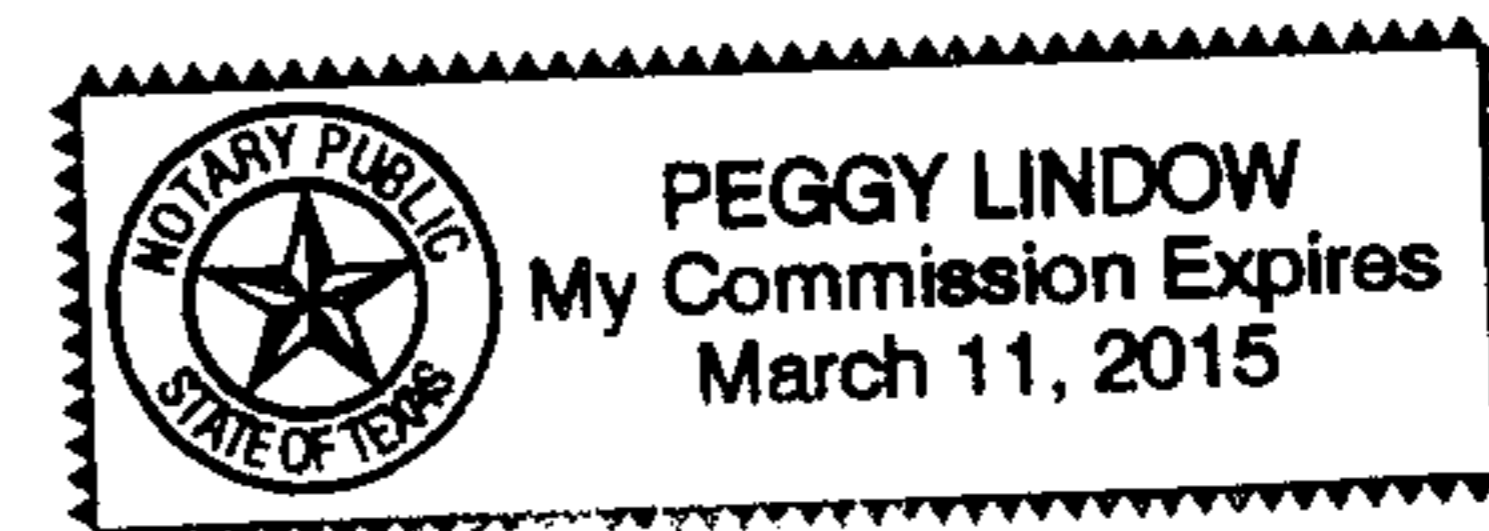
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, as general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, is signed to the foregoing 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 corporation, acting in its capacity as general partner of said limited partnership as aforesaid.

Given under my hand and official seal, this 24th day of April, 2012.



Notary Public

AFFIX SEAL

My commission expires: 3-11-2015



COLONIAL PIPELINE COMPANY

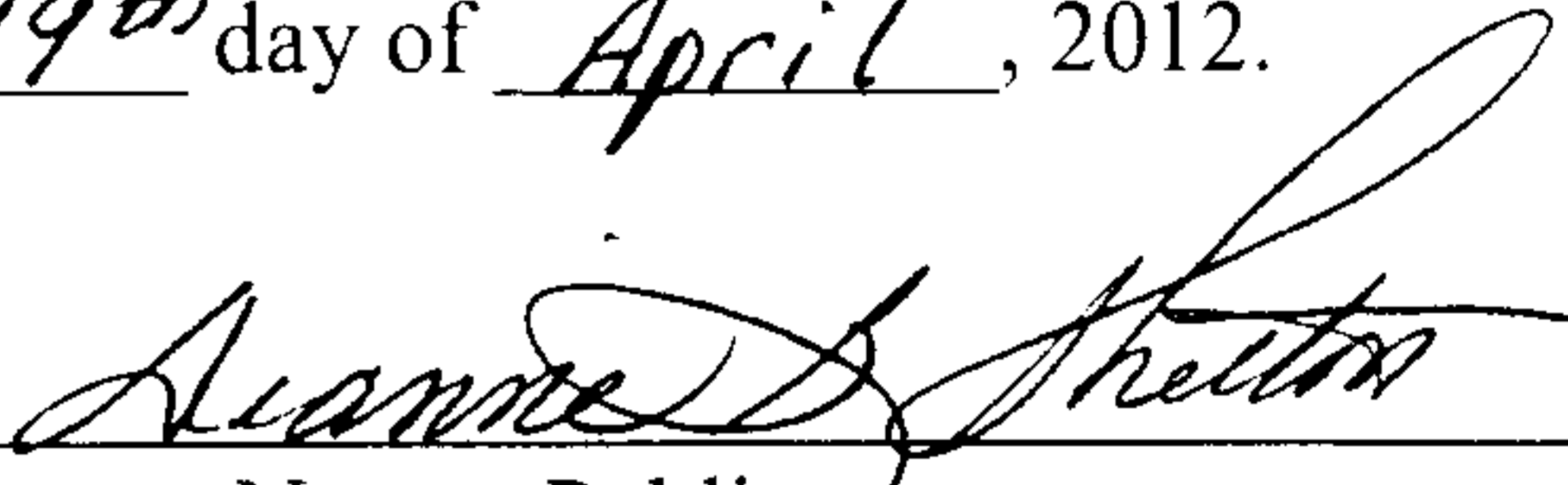
By: 
Name: TIMOTHY C. FELT
Title: PRESIDENT

STATE OF Georgia)

COUNTY OF Fulton)

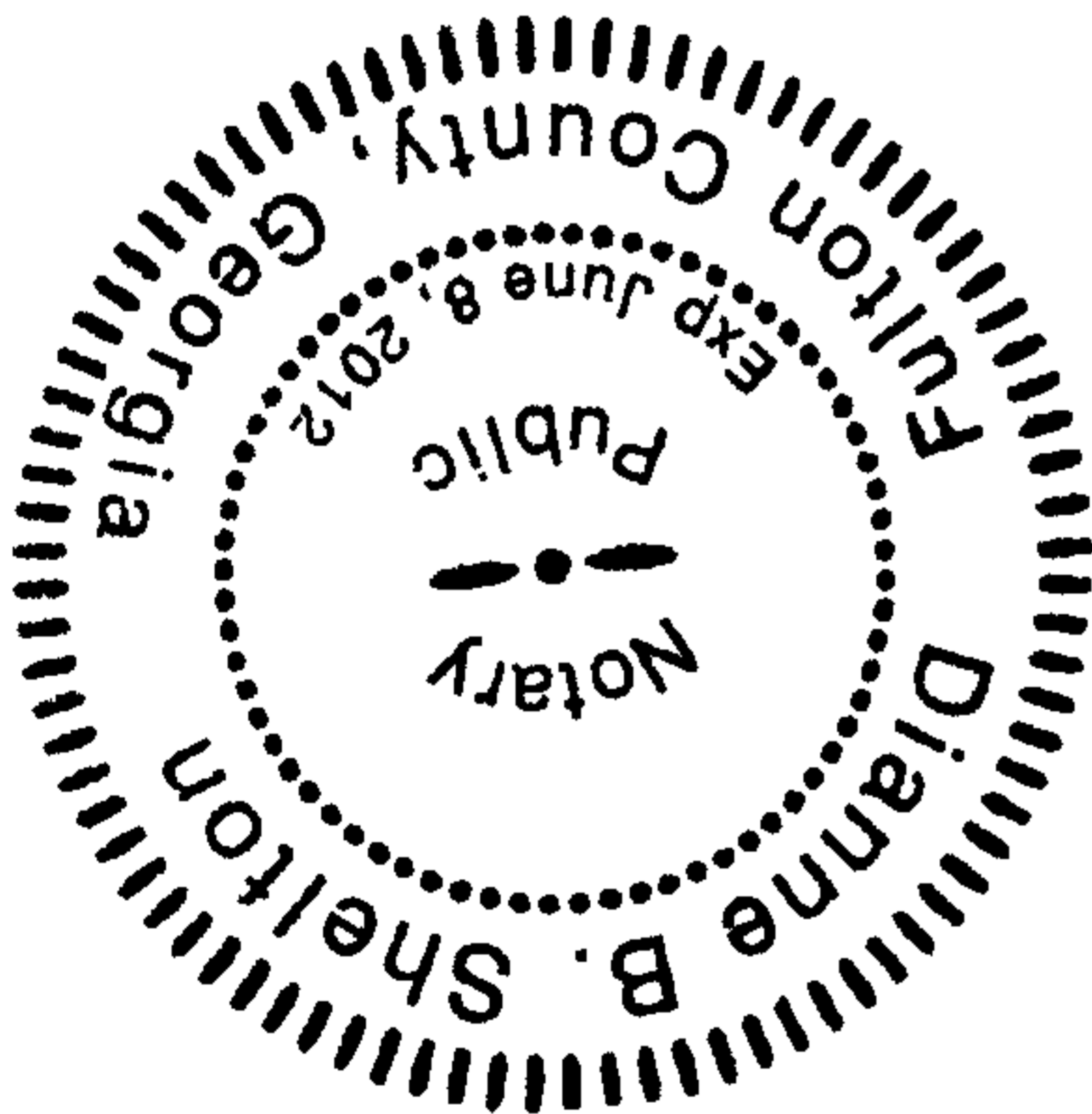
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TIMOTHY C. FELT, whose name as President of Colonial Pipeline Company, a Delaware and Virginia corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, [s]he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 19th day of April, 2012.


Notary Public

AFFIX SEAL

My commission expires: June 8, 2012



20120514000167690 15/24 \$87.00
Shelby Cnty Judge of Probate, AL
05/14/2012 10:01:17 AM FILED/CERT

Exhibit A

DRAWING OF EXPANDED RIGHT-OF-WAY

(SEE ATTACHED)

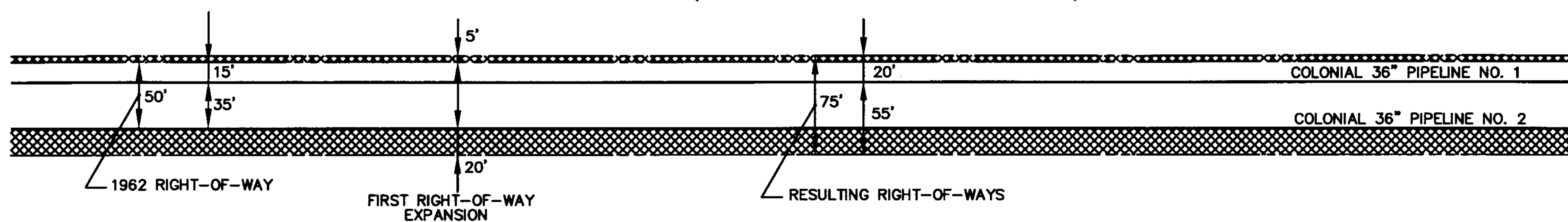


20120514000167690 16/24 \$87.00
Shelby Cnty Judge of Probate, AL
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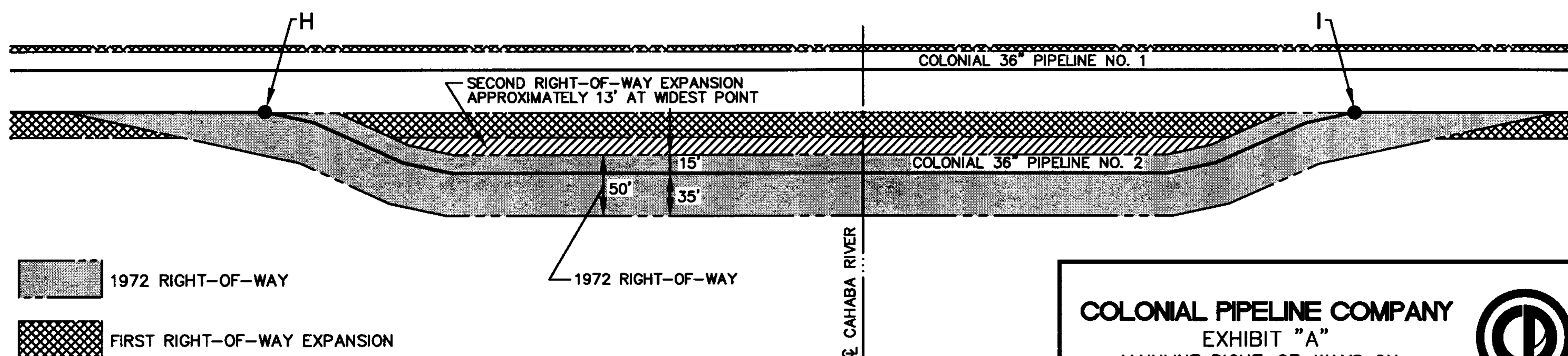


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Shelby Cnty Judge of Probate, AL
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FIRST RIGHT-OF-WAY EXPANSION
FOR ALL AREAS (INCLUDING BETWEEN POINTS H-I)



SECOND RIGHT-OF-WAY EXPANSION
BETWEEN POINTS H-I (902'±)



- 1972 RIGHT-OF-WAY
- FIRST RIGHT-OF-WAY EXPANSION
- SECOND RIGHT-OF-WAY EXPANSION

COLONIAL PIPELINE COMPANY
EXHIBIT "A"
MAINLINE RIGHT-OF-WAYS ON
UNITED STATES STEEL PROPERTY
SHELBY COUNTY, ALABAMA



DATE: 3/28/2012

Excerpt from Map 32-66-LD Referenced in 1972 Right-of-Way Agreement
Recorded in Book 276, Page 344 in the Office of the Judge of Probate of Shelby County, Alabama

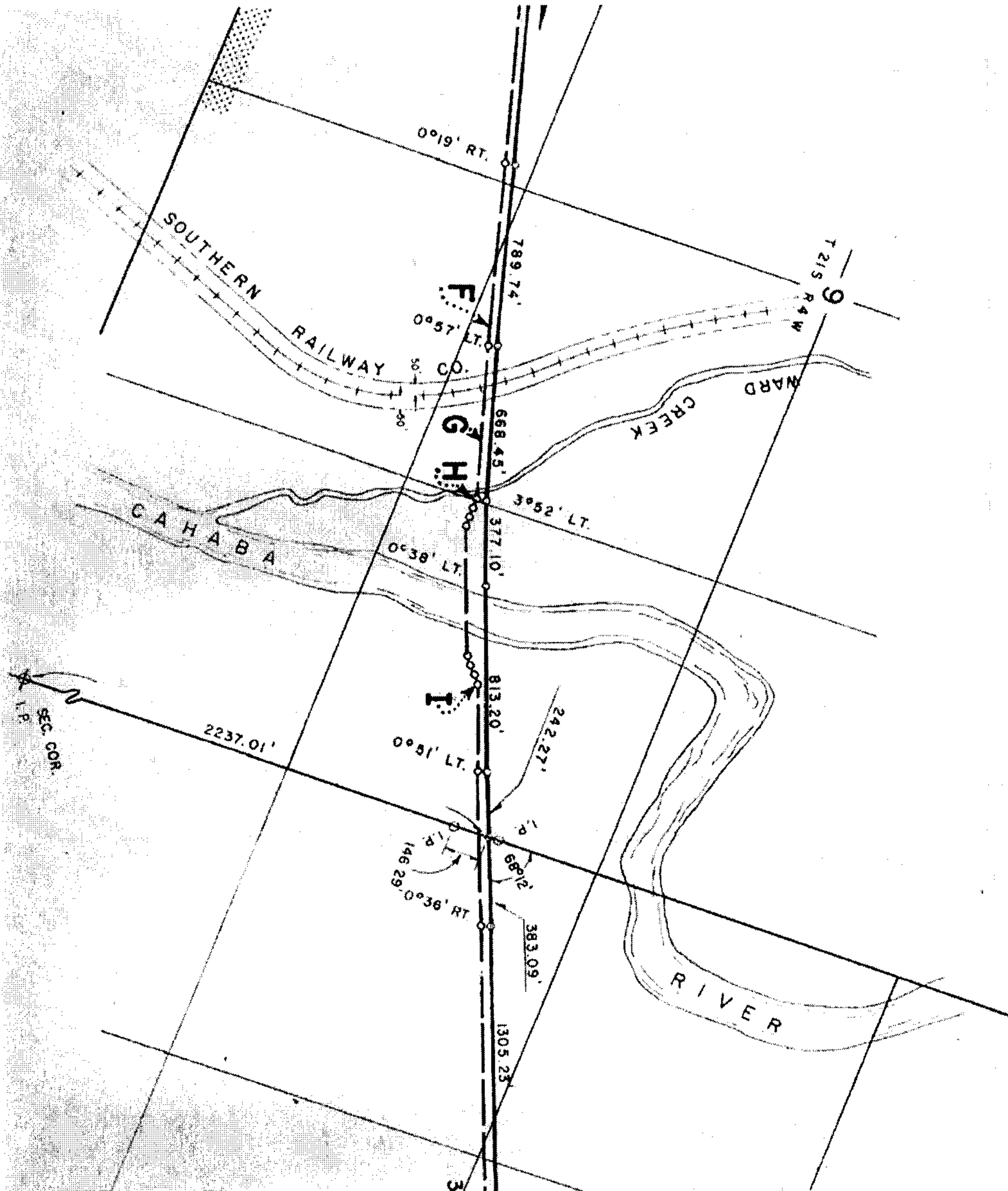


Exhibit B
PROTOCOL
(SEE ATTACHED)



Colonial Pipeline Company *Encroachment and Blasting Protocols*

EXHIBIT B

ENCROACHMENT PROTOCOLS

1. Any party (the "Encroaching Party") that desires to enter or conduct any activities restricted by these encroachment protocols (the "Protocols") within Colonial's Right-of-Ways shall first notify Colonial at least 30 days in advance and shall be subject to the conditions set forth herein.
2. No excavation or construction is permitted over Colonial's Pipeline(s) or within its Right-of-Ways without a Colonial representative being present. The exact location of the Pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the Pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances, Colonial's representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial's representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the outside edge of the Pipeline(s). **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE OUTSIDE EDGE OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY HAND.** Where hand excavation is required, the Encroaching Party must provide adequate manpower to perform that work. Subgrading, grading, and placement of fill over Colonial's Pipeline(s) will require the approval of Colonial's field representative as to method and extent.
3. Full access must be maintained to the Pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the Pipeline(s), is not permitted, unless approved by the Colonial representative.
4. Underground structures, facilities, or utilities (e.g., storm drains, water lines, telephone, electric, etc.) may cross the Right-of-Ways, provided they maintain a minimum vertical clearance of twenty four (24) inches over or under Colonial's Pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the Right-of-Ways. All utility crossings of Colonial's Pipeline(s) and respective Right-of-Ways must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the Right-of-Ways being crossed.
5. Any erosion control measures including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's Right-of-Ways will require the approval of Colonial's field representative as to equipment and method. Subject to the foregoing sentence, drainage across the Right-of-Ways is permitted. However, under no circumstances shall water be impounded on the Pipeline(s) Right-of-Ways.

6. Upon request of the Encroaching Party, landowner or its agents, Colonial will determine the approximate location of its Pipeline(s) and Right-of-Ways limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its Pipeline(s). Notwithstanding the above, the location of the Pipeline(s) provided by Colonial may be relied upon solely for purposes of the Surface Mining Restrictions, Other Mining Restrictions, and the Blasting Protocols.
7. Original vegetation on Colonial's Right-of-Ways shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's Right-of-Ways boundaries if Colonial's field representative deems it necessary, to ensure that contractor traffic does not travel over the Pipeline(s).
8. Buildings or other above-ground structures or facilities, or portions thereof, of any character are not permitted on the Right-of-Ways. Such impermissible structures include without limitation, manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles. No fences or temporary structures shall be allowed in the Right-of-Ways without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.
9. Any equipment in excess of 14,000 pounds ("Heavy Equipment") shall not be permitted to operate over Colonial's Right-of-Ways unless a crossing ("Crossing") utilizing earth padding or other protective measures has been provided to protect the pipeline(s) from vibrating and/or additional stresses on the pipeline(s). The Encroaching Party shall provide Colonial a full description with all necessary specifications of all Heavy Equipment that will be crossing Colonial's Right-of-Ways at the point in question ("Scheduled Heavy Equipment") in order for Colonial to determine the amount and type of additional padding or other protective measures required to protect the Pipeline(s), which determination shall be made in a reasonable time not to exceed 60 days. Additional padding, timber matting, steel plates, or other protective measures typically employed to protect pipelines of the kind and character installed by Colonial shall be installed at the Encroaching Party's expense. Should Colonial require underground protection measures, these shall be installed at Colonial's expense. A Crossing that has been installed pursuant to the foregoing specifications and properly maintained, may in the future be utilized by all Scheduled Heavy Equipment without further notice to Colonial. If equipment other than the Scheduled Heavy Equipment is to cross then there shall be additional notice to Colonial so that additional modifications may be made to the Crossing as required to protect the Pipeline(s).
10. No equipment or vehicles may be parked on the Right-of-Ways. No material may be stored on the Right-of-Ways.
11. The Encroaching Party acknowledges that Colonial's Pipeline(s) have impressed electrical current for the protection of the steel. Only Colonial personnel will correct any loss of this

protection caused by the Encroaching Party. The cost to correct this damage will be paid by the Encroaching Party.

12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the Right-of-Ways. In addition, no Pipeline(s) marker shall be obscured from public view. Relocation or removal of Colonial's Pipeline(s) markers shall not be permitted without the approval of a Colonial representative. Pipeline(s) markers made unusable or damaged shall be repaired or replaced at the Encroaching Party's expense.
13. Parallel occupancy within the Pipeline Right-of-Ways with roads or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the Right-of-Ways as practical.
14. Colonial requires that the Pipeline(s) coating system be evaluated for suitability of service in relation to the proposed encroachment. Thus, Colonial shall have the opportunity to excavate and visually inspect all Pipeline(s) within the proposed encroachment, so that it may determine whether the reapplication of Pipeline(s) coatings is necessary. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at its expense, have the opportunity to upgrade the Pipeline(s) coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction.
15. When the activity of the Encroaching Party disturbs the existing cover, the Encroaching Party shall restore cover above the Pipeline(s) to a minimum of four (4) feet, and in general a maximum of six (6) feet, unless an exception is approved by Colonial.
16. The burning of trash, debris, etc. shall not be permitted within Colonial's Right-of-Ways.
17. If installed, fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any Pipeline(s), with the approval of Colonial's field representative.
18. If the approximate location of the Pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the Pipeline(s) can best be found with test pitting.
19. If test pitting is required to determine the exact location, and elevation, of the Pipeline(s), the Encroaching Party agrees to notify the undersigned at least five (5) working days in advance, so that it may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the Pipeline(s), and for the common verification of its location. All costs for this test pitting, other than for the Colonial representative, will be borne by the Encroaching Party. Any engineering work undertaken by the Encroaching Party based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the Encroaching Party.

20. Excavation or grading which might result in erosion or which could render the Right-of-Ways inaccessible shall not be permitted unless the Encroaching Party agrees to restore the area and provide protection to Colonial's Pipeline(s). Any erosion control measures within the Right-of-Ways including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.
21. The Encroaching Party agrees that all work on Colonial's Right-of-Ways shall be performed in a workmanlike manner and in compliance with all applicable government and industry standards and codes.
22. Colonial will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.

BLASTING PROTOCOLS

1. All blasting by any party ("Blasting Operator") for any reason shall be designed so that vibration limits are not to exceed 4.0 in/sec as measured at the Pipeline(s) nearest to the blasting location. While the design standard shall be 4.0 in/sec, the permit limit used in the application to any regulatory agency(ies) having jurisdiction under applicable law or regulation ("Regulatory Agencies") shall be 5.0 in/sec. The Blasting Operator shall provide Colonial with a copy of its blasting plan at the same time the plan is submitted to the Regulatory Agencies.
2. No blasting which is expected to result in a minimum scaled distance¹ of less than 50 shall occur without 30 days' advance notice to Colonial, so that Colonial and the Blasting Operator may set seismograph equipment and further consult regarding blasting activities. The Blasting Operator shall also provide an anticipated blasting schedule at least 30 days prior to blasting within a scaled distance of less than 50. Subsequently, from time to time and subject to acceptable site conditions, the Blasting Operator and Colonial may by mutual agreement establish a new minimum scaled distance at which further notification is required.
3. It is recognized that the blasting plan submitted to any Regulatory Agencies may from time to time be modified to meet actual mining conditions encountered. However, if any changes are made to the blasting plan, a copy of such modifications shall be supplied to Colonial and under no circumstances shall such modifications exceed the design standard of 4.0 in/sec as measured at the Pipeline(s) nearest to the blasting location nor shall the permit limit used in the application to any Regulatory Agencies exceed 5.0 in/sec.
4. With respect to seismograph monitoring, both Colonial and the Blasting Operator shall have the right to install their own seismograph monitoring equipment within Colonial's Right-of-

¹ Scaled distance shall be calculated using the following formula: $D_s = D / \sqrt{W}$ where D_s is the Scaled Distance; D is the distance in feet from the nearest blast hole to the nearest point on the pipeline; and W is the weight in pounds of explosive charge per 8 millisecond delay.

Ways. Both Colonial and the Blasting Operator shall have the right to observe the installation of and all calibration of any seismograph equipment installed by any party. Costs for installing and monitoring seismograph equipment shall be paid for by the party who installs the equipment.

5. All results of seismograph monitoring shall be reported to Colonial and the Blasting Operator. Colonial and the Blasting Operator shall mutually attempt to resolve inconsistent seismograph readings and make necessary adjustments to the equipment as needed to rectify inconsistent readings.
6. If the results of seismograph monitoring demonstrate that the vibration limit of 4.0 in/sec at the Pipeline(s) is exceeded, Colonial shall report such exceedances to the Blasting Operator within 24 hours and all blasting at the same or a closer distance to the Pipeline(s) must cease until adjustments are made to bring the peak particle velocity within the limit of 4.0 in./sec. Any adjustments made by the Blasting Operator shall be reported to Colonial prior to any additional blasts.

GENERAL MATTERS

1. Colonial and the Blasting Operator shall work in good faith to communicate concerning encroachments and blasting. Notice under these Protocols shall be made pursuant to paragraph (11) of the First Amendment to Agreements for Right-of-Ways.
2. Unless expressly stated otherwise, each party shall bear its own expenses related to or arising out of the requirements set forth in the Encroachment Protocols or the Blasting Protocols.