

STATE OF ALABAMA)
SHELBY COUNTY)


20120514000167700 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
05/14/2012 10:01:18 AM FILED/CERT

**CONSENT OF TACOA MINERALS, LLC TO
FIRST AMENDMENT TO AGREEMENTS FOR RIGHT-OF-WAYS**

This Consent by TACOA MINERALS, LLC ("Tacoa"), executed as of May 10, 2012 (the "Effective Date"), relates to that certain amendment to First Amendment to Agreements for Right-of-Ways (the "First Amendment") 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"). Terms used in the First Amendment have the same meaning when used herein.

WITNESSETH:

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 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, to include 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 RGGGS Mineral Deed expressly provided that the grant to RGGGS was subject to, easements of record including the Existing ROW Agreements; and

WHEREAS, USS reserved to itself in the RGGGS Mineral Deed all right, title and interest in and to the Fee Lands (as defined in the RGGGS Mineral Deed), less the minerals and mining rights (as defined in the RGGGS 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 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"), RGGGS leased to 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 RGGGS 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, on July 15, 2009, Twin Pines and RGGGS 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 certain claims (the "Law Suit"); and

WHEREAS, in order to settle the Law Suit and to clarify the rights of the parties to the Law Suit, such parties agreed to, among other things, to amend the Existing ROW Agreements as set forth in the First Amendment. The Existing ROW Agreements, as amended by the 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, Tacoa hereby agrees as follows:

AGREEMENTS

1. **Consent and Agreement to be Bound.** Tacoa hereby consents to the First Amendment, a copy of which has been provided to Tacoa, and agrees to be bound thereby, including, without limitation, those provisions thereof which impact, affect or limit the Mineral Lessees, as that term is defined in the First Amendment. Except as expressly provided herein, nothing in this Consent Agreement shall constitute a waiver, relinquishment or amendment by Tacoa without limitation of any other obligation or right contained in the Tacoa Coal lease.

2. **Successors and Assigns:** This Consent shall be binding upon Tacoa and its respective successors and assigns.


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3. **Governing Law.** This Consent shall be construed in accordance with and governed by the laws of the State of Alabama (without regard to conflict of law principles).

4. **Construction.** Tacoa 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 Consent. No provision of this Consent is to be interpreted for or against Tacoa because it drafted or participated in the drafting of such provision.

5. **Use of Headings.** The headings and captions of this Consent 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 Consent or any of its terms and provisions.

6. **Notice.** Any notice, statement, demand or other communication required or permitted to be given, rendered or made by Tacoa to any party 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


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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

To Tacoa Tacoa Minerals, LLC
Attention: John McNab, President
1669 Mission Hills Rd.
Alabaster, Alabama 35007
Phone: (205) 358-8826

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 has caused this Consent to be executed by a duly authorized representative on the date of the acknowledgment below, but to be effective as of the Effective Date.

TACOA MINERALS, LLC,
an Alabama limited liability company

By: [Signature]
Name: John McNab
Title: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John McNab, 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 said instrument, he, as such officer 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 4th day of April, 2012.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 11/11/2015

THIS INSTRUMENT WAS PREPARED BY:

M. Beth O'Neill
Robert R. Sexton
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618


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