


STATE OF ALABAMA)
SHELBY COUNTY)


20120514000167710 1/7 \$34.00
Shelby Cnty Judge of Probate, AL
05/14/2012 10:01:19 AM FILED/CERT

**CONSENT OF TWIN PINES COAL COMPANY, INC. & TWIN PINES II, LLC TO
FIRST AMENDMENT TO AGREEMENTS FOR RIGHT-OF-WAYS**

This Consent by TWIN PINES II, LLC ("Twin Pines II") and TWIN PINES COAL COMPANY, INC. ("Twin Pines") executed as of May 10, 2012 ("Effective Date"), relates to that certain 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.

W I T N E S S E T H:

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 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 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 Lease"). 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, 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 certain claims (the "Law Suit"); and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement 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 certain of its rights under the Twin Pines Coal Lease and 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, Twin Pines and Twin Pines II hereby agree as follows:

AGREEMENTS

1. **Consent and Agreement to be Bound.** Twin Pines and Twin Pines II hereby consent to the First Amendment, a copy of which has been provided to each entity, and agree 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.

2. **Successors and Assigns:** This Consent shall be binding upon Twin Pines and Twin Pines II and their respective successors and assigns.

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.** Twin Pines and Twin Pines II acknowledge that they have been represented or have 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 Twin Pines or Twin Pines II 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 Twin Pines or Twin Pines II 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

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 Twin Pines II:

Twin Pines II, LLC
Attn: John P. Stilwell
1000 Urban Center Drive STE 300
Birmingham, Alabama 35242
Phone: (205) 945-6300

To Twin Pines:

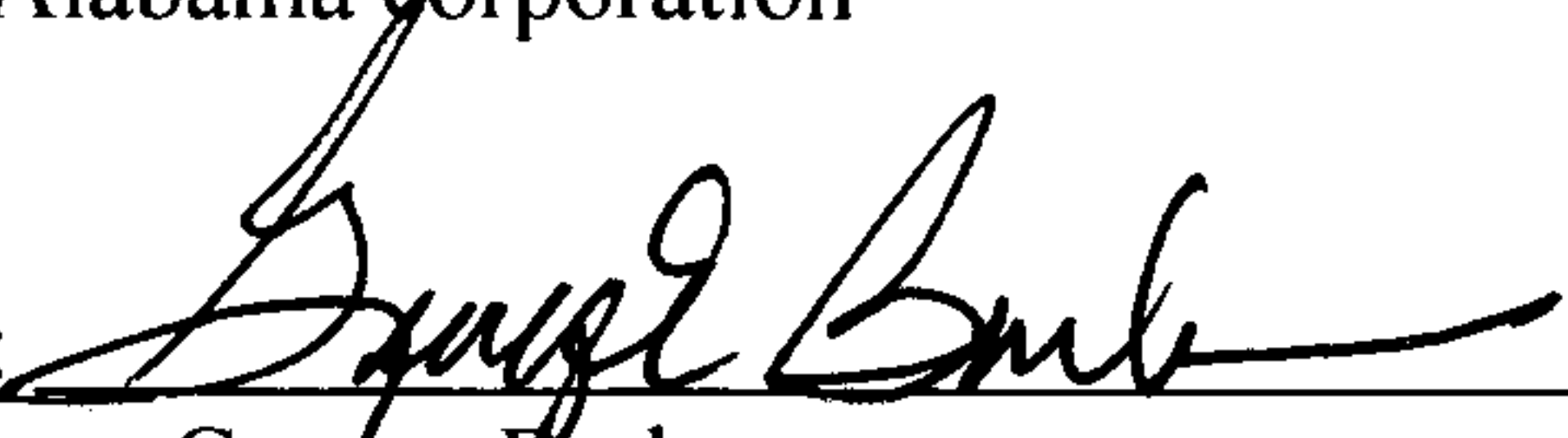
Twin Pines Coal Company, Inc.
Attn: George Barber
1000 Urban Center Drive STE 300
Birmingham, Alabama 35242
Phone: (205) 945-6300

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]



TWIN PINES COAL COMPANY, INC.,
an Alabama corporation

By: 
Name: George Barber
Title: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that George Barber, whose name as President of Twin Pines Coal Company, Inc., an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

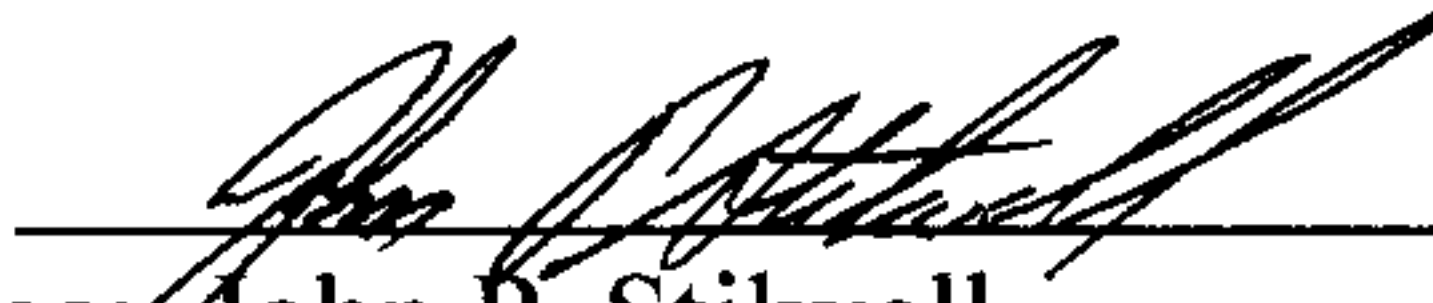
Given under my hand and official seal, this 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 6-10-14

TWIN PINES II, LLC,
an Alabama limited liability company
by Twin Pines, LLC, is sole member

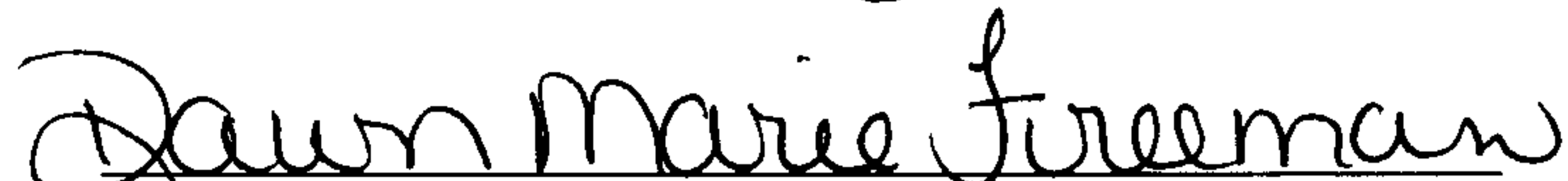
By: 
Name: John P. Stilwell
Title: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Stilwell, whose name as Manager of Twin Pines, LLC, as sole member of Twin Pines II, 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 manager and with full authority, executed the same voluntarily for and as the act of said Twin Pines, LLC, acting in its capacity as sole member of Twin Pines II, LLC as aforesaid.

Given under my hand and official seal, this 10th day of May, 2012.


Notary Public

AFFIX SEAL

My commission expires: 12/14/13

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