

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (the "Assignment") is made and entered into as of the ~~30th~~ day of December, 2015 by RIVERWOOD HOLDINGS, LLC, an Alabama limited liability company ("Seller"), in favor of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Purchaser").

R E C I T A L S:

Contemporaneously herewith, Seller has sold, transferred and conveyed to Purchaser that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Portions of the Property were initially acquired by Seller pursuant to a Real Estate Exchange Agreement dated February 26, 2007, as amended by First Amendment thereto dated as of April 20, 2007 (collectively, the "Exchange Agreement") between United States Steel Corporation and Riverwoods Properties, LLC, an Alabama limited liability company, as predecessor in interest to Seller, copies of which are attached hereto as Exhibit B-1 and Exhibit B-2, respectively, and incorporated herein by reference.

The "USS Parcels", as defined in the Exchange Agreement, constitute part of the Property sold contemporaneously herewith by Seller to Purchaser.

Seller has agreed to transfer and assign, without warranty, all of its right, title and interest, if any, in and to the right-of-way for a bridge, including temporary construction easements which USS granted to Seller pursuant to Paragraph 8 of the Exchange Agreement (collectively, the "Easement Rights").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby remise, release and quit claim to Purchaser all of Seller's right, title and interest, if any, in and to the Easement Rights. Notwithstanding anything provided herein to the contrary, no representations or warranties, either express or implied, are made by Seller with respect to the validity of the Easements or the effectiveness of the Easements.

IN WITNESS WHEREOF, Seller has executed this Assignment as of the day and year first above written.

RIVERWOODS HOLDINGS, LLC, an
Alabama limited liability company

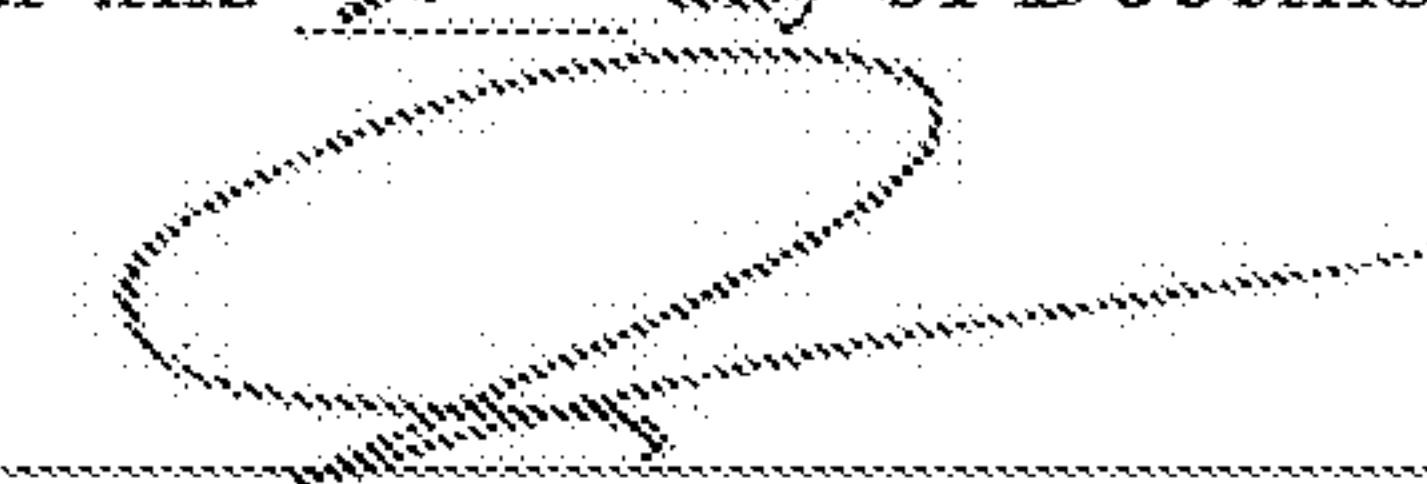
By: _____

Philip S. Zettler, its Manager

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

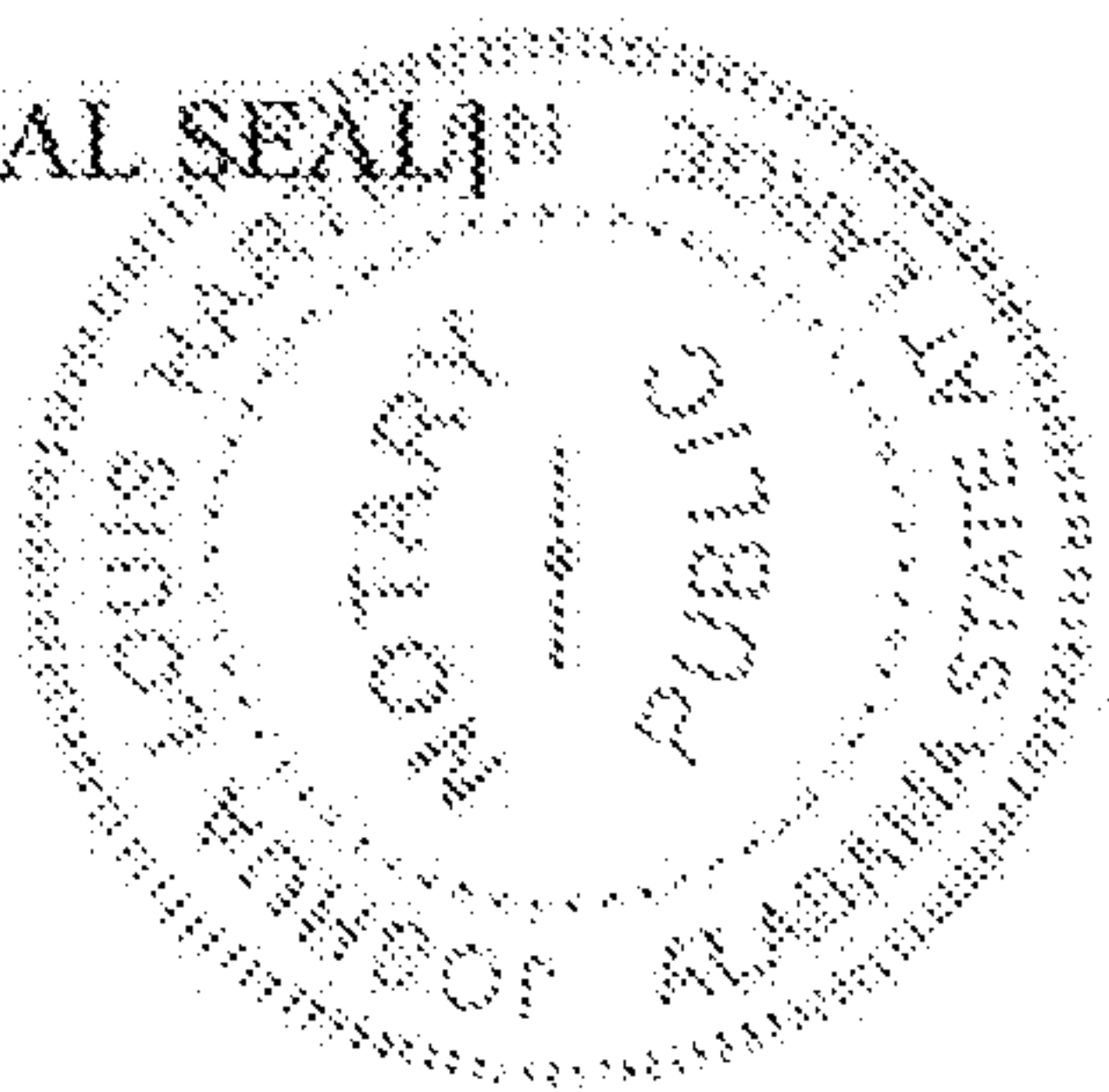
I, the undersigned, a notary public in and for said county, in said state, hereby certify that Philip S. Zettler, whose name as Manager of **RIVERWOODS HOLDINGS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this 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 the aforesaid limited liability company.

Given under my hand and official seal this 30th day of December, 2015.



Notary Public
My commission expires: _____

[NOTARIAL SEAL]



JOSHUA LOUIS HARTMAN
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 19, 2016

EXHIBIT A

Legal Description of Property

Parcel III

Part of the South 1/2 of SW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of Section 5, Township 20 South, Range 3 West; thence run in an Easterly direction along the South line of the Southwest 1/4 of said Section 5 for a distance of 128.27 feet to a set WSE iron (CA#003) at the POINT OF BEGINNING, said point being on the Southeast Right-of-Way line of a CSX Railroad; thence continue along the last stated course for a distance of 2522.62 feet to a found 3" capped pipe at the Southeast corner of said Southwest 1/4; thence turn an angle to the left of 91°59'07" and run in a Northerly direction along the East line of said Southwest 1/4 for a distance of 1321.47 feet to a found 3" capped pipe at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence turn an angle to the left of 87°59'34" and run in a Westerly direction along the North line of the South 1/2 of the Southwest 1/4 of said Section 5 for a distance of 1724.34 feet to a found Paragon iron on the Southeast right-of-way line of said CSX Railroad; thence turn an angle to the left of 61°11'52" and run in a Southwesterly direction along said right-of-way line for a distance of 1394.66 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 2815.00 feet and a central angle of 1°55'12"; thence in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 94.33 feet to a point; thence turn an angle to the right of 90°0'0" (Angle Measured from Tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 25.00 feet to a point, said point being on a curve to the left having a radius of 2840.00 feet and a central angle of 0°37'06"; thence turn an angle to the left of 90°0'0" (Angle Measured to Tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 30.65 feet to the POINT OF BEGINNING.

Said parcel containing 64.027 acres, more or less.

Parcel IV

A parcel of land situated in the SE 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 (being a set WSE iron -- CA#003) of Section 5, Township 20 South, Range 3 West; thence West along the South line of said SW 1/4 of the SE 1/4 a distance of 1324.29 feet to a found 3" capped pipe, being the Southwest corner of said SW 1/4 of the SE 1/4; thence 88°03'53" to the right in a Northerly direction along the West line of said SW 1/4 of the SE 1/4 a distance of 1321.50 feet to a found 3" capped pipe, being the Northwest corner of said SW 1/4 of the SE 1/4; thence 91°52'26" to the right in an Easterly direction along the North line of said SW 1/4 of the SE 1/4 a distance of 367.03 feet to a found capped rebar; thence 60°49'54" to the left in a Northeasterly direction a distance of 577.29 feet to a found capped rebar; thence 2°05'18" to the right in a Northeasterly direction a distance of 469.04 feet to a found capped rebar; thence 3°11'20" to the left in a Northeasterly direction a distance of 268.34 feet to a found capped rebar; thence 27°27'54" to the right in a Northeasterly direction a distance of 316.41 feet to a found capped rebar, being the Northeast corner of the NW 1/4 of the SE 1/4; thence 34°32'36" to the right in an Easterly direction along the North line of the NE 1/4

of the SE 1/4 a distance of 267.09 feet to a set WSE iron (CA#003) on the Southwesterly Right-of-Way line of CSX Railroad; thence $43^{\circ}55'51''$ to the right in a Southeasterly direction along said Right-of-Way line a distance of 166.77 feet to a point that is 82.00 feet Southwesterly of the T.S. (Tangent to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21468+30 (stations listed hereon are from the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541); thence $0^{\circ}19'39''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.C. (Spiral to Curve) of a curve to the right having a radius of 2782.79 feet and a central angle of $19^{\circ}38'34''$ at station 21469+29; thence $0^{\circ}39'45''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the arc of said curve, being the Southwesterly Right-of-Way line of said CSX Railroad a distance of 954.02 feet to a point that is 82.00 feet Southwesterly of the C.S. (Curve to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21479+09; thence $0^{\circ}39'45''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.T. (Spiral to Tangent) at station 21480+08; thence $0^{\circ}19'39''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad a distance of 300.58 feet to set WSE iron (CA#003) being on the South line of the NE 1/4 of the SE 1/4 of said Section 5; thence $114^{\circ}28'04''$ to the right in a Westerly direction (leaving said Right-of-Way line) along the South line of the NE 1/4 of the SE 1/4 a distance of 1125.07 feet to a found 3" capped pipe, being the Southwest corner of the NE 1/4 of the SE 1/4; thence $92^{\circ}02'57''$ to the left in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 a distance of 1322.98 feet to the POINT OF BEGINNING.

Containing 80.200 acres.

Parcel V

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being a 3" capped pipe rusted off at ground level; thence in a Northerly direction along the Westerly line of said Section a distance of 517.96 feet to a set WSE iron (CA#003) at the intersection of said Section line and the Southwesterly line of a CSX Railroad Right-of-Way, said point being 200 feet from the centerline of the south bound main line referenced in Deed Book 34, Page 491 and shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $157^{\circ}32'29''$ to the right in a Southeasterly direction along said Right-of-Way line, parallel to and 200 feet from the centerline of said south bound main line a distance of 364.83 feet to a set WSE iron (CA#003); thence $90^{\circ}00'00''$ left in a Northeasterly direction along said Right-of-Way line a distance of 166.43 feet to a point on a curve to the left having a radius of 5804.65 feet and a central angle of $2^{\circ}51'45''$, said curve being 75.00 feet from and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $86^{\circ}27'55''$ to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 290.00 feet to the intersection of said Right-of-Way line and the South line of said Section 4; thence $120^{\circ}36'02''$ to the right (angle measured to tangent) in a Westerly direction (leaving said Right-of-Way) along the South line

of said Section 4 a distance of 426.96 feet to the POINT OF BEGINNING.

Containing 2.279 Acres.

Parcel VI

A parcel of land situated in the East ½ of the NE ¼ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama lying East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northeast corner of Section 7, Township 20 South, Range 3 West (3" capped pipe); thence run in a Southerly direction along the East line of said Section for a distance of 289.40 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1893.46 feet to the point of intersection of said Section line and said Easterly right-of-way line of a CSX Railroad, said point being in a curve to the right having a radius of 1057.89 feet and a central angle of 47°18'04", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the right of 140°08'25" (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 873.35 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1720.46 feet and a central angle of 2°04'15", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of 90°0'0" (angle measured from tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 50.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1770.46 feet and a central angle of 5°19'53", said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of 90°0'0" (angle measured to tangent) and run in a Northeasterly direction along the arc of said curve and along said right-of-way line a distance of 164.74 feet; thence run in a Northeasterly direction tangent from said curve and along said right-of-way line for a distance of 564.47 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2950.00 feet and a central angle of 6°10'09", said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 317.64 feet to the POINT OF BEGINNING.

Said parcel containing 7.211 acres, more or less.

Parcel VII

All that portion of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama, lying North and West of the Southerly and Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 8, Township 20 South, Range 3 West (3" capped pipe) and run in an Easterly direction along the South line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and the Easterly bank of the Cahaba River; thence turning an angle to the left and meandering in a Northeasterly, Northwesterly, Northeasterly, Southeasterly, Southwesterly,

and Southeasterly direction along the Easterly, Southerly, Westerly, and Southerly bank of said Cahaba River, run for a distance of 6997 feet (more or less) to the point of intersection of said Southerly bank and the East line of said Section 8; thence leaving the previously described course, run in a Northerly direction along said East line of Section 8 for a distance of 3962 feet (more or less) to the Northeast corner of said Section 8 (3" capped pipe); thence turn an angle to the left of $88^{\circ}02'18''$ and run in a Westerly direction along the North line of said Section 8 for a distance of 2648.58 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 8 (3" capped pipe); thence turn an angle to the right of $0^{\circ}3'26''$ and run in a Westerly direction along said North line of said Section for a distance of 2522.62 feet to the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad, said point being in a curve to the left having a radius of 2950.00 feet and a central angle of $6^{\circ}06'39''$, said curve being 25.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the left of $63^{\circ}53'14''$ (angle measured to tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 314.63 feet to the point of intersection of said Easterly right-of-way line and the West line of said Section 8; thence leaving the previously described course, turn an angle to the left of $21^{\circ}0'46''$ (angle measured from tangent) and run in a Southerly direction along said West line of said Section 8 for a distance of 1893.46 feet to the point of intersection of said Easterly right-of-way line of a CSX Railroad and said West line of Section 8, said point being in a curve to the left having a radius of 1057.89 feet and a central angle of $2^{\circ}43'17''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence leaving the previously described course, turn an angle to the left of $39^{\circ}51'35''$ (angle measured to tangent) and run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 50.25 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1720.47 feet and a central angle of $7^{\circ}24'07''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 222.27 feet; thence continue tangent from said curve and run in a Southeasterly direction along said right-of-way line for a distance of 191.76 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7010.12 feet and a central angle of $1^{\circ}55'12''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1535.40 feet and a central angle of $63^{\circ}24'22''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 1699.14 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7009.76 feet and a central angle of $1^{\circ}55'12''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet; thence continue tangent from said curve and run in a Southwesterly direction along said right-of-way line for a distance of 235.91 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 2591.53 feet and a central angle of $5^{\circ}04'51''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve

and along said right-of-way line for a distance of 229.82 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1051.00 feet and a central angle of 19°52'22", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 364.53 feet to the POINT OF BEGINNING.

Said parcel is subject to Elvira Road (Shelby County Highway #269) prescriptive road and right-of-way.

Said parcel containing 467.9 acres, more or less.

Parcel VIII

A portion of the West 1/2 of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 9, Township 20 South, Range 3 West (3" capped pipe); thence in an Easterly direction along the North line of said Section a distance of 379.14 feet to the intersection of said Section line and the West line of a CSX Railroad Right-of-Way; thence in a Southerly direction along said Right-of-Way line a distance of 3,973 feet (more or less) to the intersection of said Right-of-Way line and the South bank of the Cahaba River; thence in a Westerly direction along the South bank of said Cahaba River a distance of 1475 feet (more or less) to the intersection of said South bank and the West line of said Section 9; thence in a Northerly direction along the West line of said Section a distance of 3962 feet (more or less) to the POINT OF BEGINNING.

Said parcel containing 68.2 acres, more or less.

Parcel X

A parcel of land situated in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama, lying West of the Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northwest corner of Section 17, Township 20 South, Range 3 West (3" capped pipe); thence run in an Easterly direction along the North line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and said Easterly bank of the Cahaba River; thence turning an angle to the right and meandering in a Southwesterly direction along said Easterly bank of the Cahaba River, run for a distance of 1340 feet (more or less) to the point of intersection of said Easterly bank and said Easterly right-of-way line of a CSX Railroad; thence leaving the previously described course, run in a Northwesterly direction along said Easterly right-of-way line for a distance of 477 feet (more or less); thence turn an angle to the left of 90°0'0" and run in a Southwesterly direction along said Easterly right-of-way line for a distance of 25.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2591.53 feet and a central angle of 5°04'51", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence turn an angle to the right of

90°0'0" (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 229.81 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1051.00 feet and a central angle of 42°30'04", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 779.62 feet to the POINT OF BEGINNING. Said parcel containing 22.6 acres, more or less.

Notes:

Parcels III, IV, V, VI, VII, VIII and X are less and except any Rights-of-Way which may exist. Parcels III, IV, V, VI, VII, VIII and X contain a total of 712.4 acres, more or less, including the area of the Elvira Road (Shelby County Highway #269) prescriptive right-of-way.

EXHIBIT B-1

Executed Exchange Agreement

See Attached.

REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT made this 26th day of FEBRUARY, 2007, by and between 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 "USS"), and RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company (hereinafter referred to as "Riverwoods").

WITNESSETH:

WHEREAS, USS owns two (2) parcels of real estate (including all existing fixtures and improvements situated thereon) hereinafter sometimes referred to as (i) "Parcel A" consisting of four (4) sub-parcels comprising approximately eighty two and 90/100 (82.90) acres, more or less, located in Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama ("Parcel A"), and (ii) "Parcel B" consisting of approximately five and 60/100 (5.60) acres, more or less, located in Section 18 and Section 19, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama ("Parcel B"; and, collectively with Parcel A, the "USS Parcels"); and

WHEREAS, Riverwoods owns one (1) parcel of real estate (including all existing fixtures and improvements thereon) consisting of five (5) sub-parcels containing approximately one hundred twenty three and 80/100 (123.80) acres, more or less, located in Section 9, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama (collectively referred to herein as the "RP Parcel"); and

WHEREAS, Parcel A of the USS Parcels is depicted on map marked "EXHIBIT A-1" and more particularly described on "EXHIBIT A-2", and Parcel B of the USS Parcels is depicted on map marked "EXHIBIT B-1" and more particularly described on "EXHIBIT B-2" attached hereto and made a part hereof; and

WHEREAS, the RP Parcel is depicted on map marked "EXHIBIT C-1" and more particularly described on "EXHIBIT C-2" attached hereto and made a part hereof; and

WHEREAS, USS desires to acquire title to the RP Parcel from Riverwoods, and Riverwoods desires to acquire title to the USS Parcels from USS.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. CONSIDERATION

USS agrees to convey the USS Parcels, MINERALS AND MINING RIGHTS EXCEPTED, to Riverwoods at the Closing. Riverwoods agrees to convey the RP Parcel, MINERALS AND MINING RIGHTS EXCEPTED, to USS at the Closing.

Operations South - Real Estate Exchange Doc. 225860 Rev. 11/12/09

2. TITLE INSURANCE / SURVEYS

(a) Within fifteen (15) days after the effective date of this Agreement, the parties shall obtain and deliver to the other, at the parcel owner's expense, (i) a commitment for a ALTA Owner's form title insurance policy (with copies of any instruments referenced as title exceptions) for the parcel(s) to be conveyed by them to the other, and (ii) copies of any unrecorded agreements, easements, etc. found in the parcel owner's land records that may affect the parcel(s) to be conveyed by them to the other. The policy for the USS Parcels shall be issued for coverage in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00). The policy for the Riverwoods Parcels shall be issued for coverage in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

(b) Each party shall have the right, at their own expense, to obtain a survey of the parcel to be acquired by them.

(c) Any matters set forth in the commitments for title insurance or the surveys to which either party fails to object prior to 5:00 P.M. Central Time on the forty-fifth (45th) day after the effective date of this Agreement, shall be deemed a "Permitted Exception" and included in the deed.

(d) Each party shall have a reasonable period of time not to exceed sixty (60) days after the effective date of this Agreement within which to perfect title or cure defects in the title to their respective parcel(s). If either party is unwilling or if, after reasonable effort, either party is unable to cure any title defect or any objection as above provided, the owner of the parcel(s) shall so notify the acquiring party and the acquiring party, at its election, may terminate this Agreement upon written notice to the owner of the parcel(s) or take title subject to any objection without any additional consideration. Upon the owner's receipt of the acquiring party's written notice of termination, both USS and Riverwoods shall be relieved of any further obligations under this Agreement; provided, however, each party shall pay their respective costs and expenses as provided in this Agreement.

(e) Each party agrees that it shall not pursue any claim for title defects against the other unless and until it has exhausted its rights to pursue such claims against the title insurer.

3. TAXES

(a) All property taxes, charges, and assessments shall be prorated as of the day before the Closing between USS and Riverwoods according to the number of days each party owns their respective parcel(s) during the property tax year, fiscal or calendar, as the case may be, of the levying jurisdictions.

(b) Each party shall assume any current use liability for the parcel to be acquired by them.

4. CLOSING AND POSSESSION DATES

(a) The deed from USS to Riverwoods for the USS Parcels and the deed from Riverwoods to USS for the RP Parcel shall be delivered no later than the sixtieth (60th) day after the effective date of this Agreement (the "Closing"). Possession of the respective parcels is to be given upon delivery of the deeds.

(b) Each party shall pay their own attorneys fees that may be incurred in connection with any aspect of this Agreement.

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(c) Each party shall deliver to the other such affidavits and other documents as might be reasonably requested by the title insurer to issue the title insurance policies in accordance with the terms of the commitments for title insurance.

(d) Each party shall deliver to the other an affidavit executed by them confirming that such party is not a foreign person within the purview of the Foreign Investors in Real Property Tax Act (26 U.S.C. § 1445) and the regulations issued thereunder.

(e) Each party shall deliver to the other such additional documents as might be reasonably requested by the other or the title insurer to consummate this Agreement.

5. ENVIRONMENTAL SITE ASSESSMENT

Upon execution of this Agreement, USS and Riverwoods may, at their option and expense, obtain a Phase I Environmental Site Assessment ("ESA") for the parcel(s) to be acquired by them subject to the review and approval of the other party prior to the issue of the final draft of the ESA, which approval shall not be unreasonably withheld or delayed. USS' and Riverwoods' obligations set forth in this Agreement are subject to each party's satisfaction that there are no reasonably unacceptable environmental problems on the parcel(s) to be acquired or conveyed by them. This Agreement may be terminated by USS or Riverwoods as a result of an unacceptable environmental problem on its parcel(s) or the parcel(s) to be acquired by them upon written notice as provided herein to the other party on or before the Closing. The cost of any ESAs shall be paid outside of Closing by the party requesting the ESA.

6. DEEDS

Each party agrees to convey their respective parcel(s) to the other by special warranty deed free of all encumbrances except for standard title policy exceptions, the Permitted Exceptions, easements, and other matters of public record. In addition, the parcel(s) are to be conveyed subject to a reservation or exception of any minerals and mining rights by the parties, any zoning and subdivision restrictions, and ad valorem taxes for the current year. USS' special warranty deed form is attached hereto as "EXHIBIT D" and made a part hereof. Riverwoods' special warranty deed form is attached hereto as "EXHIBIT E" and made a part hereof.

7. INVESTIGATION OF PREMISES

(a) Upon the effective date of execution of this Agreement until Closing, each party shall have access, at its risk and expense, to the parcel(s) of the other party for the purpose of performing site investigations, environmental assessments, tests (including soil tests), surveys, and completing all other due diligence inquiries deemed necessary by the parties in connection with this Agreement. Either party for any reason may decide that the parcels to be acquired for their intended use are not satisfactory. In that event, this Agreement shall be terminated and there shall be no further obligations of either party to the other.

(b) USS agrees to hold Riverwoods harmless from any claims or losses resulting from USS' entrance upon the Riverwoods Parcels, except to the extent such claims or losses are caused by the willful act or negligence of Riverwoods.

(c) Riverwoods agrees to hold USS harmless from any claims or losses resulting from Riverwoods' entrance upon the USS Parcels, except to the extent such claims or losses are caused by the willful act or negligence of USS.

Operations South - Real Estate Exchange Doc. 225890 Rev. 11/12/00

(d) Each party agrees to restore the surface of such parcel(s) accessed by them to the condition existing prior to the effective date of this Agreement.

8. BRIDGE RIGHT-OF-WAY

As part of the consideration for the RP Parcel, and to the extent reasonably necessary in connection with the construction of a bridge over CSX Transportation, Inc.'s railroad right-of-way (the "CSX Right-of-Way"), and in connection with the construction of roads and the installation of utilities on the USS Parcels, USS agrees to convey, at no cost, to Riverwoods or its successors and assigns or to the City of Hoover, Alabama, or to such other governmental entity designated by Riverwoods, a right-of-way for a bridge, including temporary construction easements, and for temporary construction easements for said roads and utilities on the USS Parcels. Said bridge shall be constructed by Riverwoods or the then owner of Parcel A across the CSX Right-of-Way in the location approximately depicted on EXHIBIT F. This paragraph shall survive the Closing.

9. AGENCY DISCLOSURE/REAL ESTATE COMMISSIONS

Each party represents to the other that no real estate or other commissions or fees are due to any other parties in connection with the transactions contemplated by this Agreement.

10. WARRANTIES

Each party warrants that it has not received notification of any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to its parcel(s) that have not been satisfactorily made. Each party warrants that there is no unpaid indebtedness on its parcel(s) except as described in this Agreement. Each party warrants to the other that it has the right to enter into this Agreement and to perform all of the terms contained herein. These warranties shall survive the delivery of the deeds.

11. DEFAULT

If either party fails to perform the terms of this Agreement, the non-defaulting party shall have the option to enforce the conveyance of the parcel(s) by specific performance or other remedy at law or equity.

12. ENTIRE AGREEMENT

This is the entire Agreement between the parties and supersedes any prior oral or written representations. Any amendments to this Agreement must be in writing and signed by all parties hereto.

13. CAPTIONS

The captions are for convenience only and have no legal effect.

14. APPLICABLE LAW

This Agreement shall be governed by the law of the State of Alabama.

15. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party; provided, however, Riverwoods may assign its rights and obligations under this Agreement to Signature Homes (or a wholly-owned subsidiary company of Signature Homes) in connection with a

Operations South -- Real Estate Exchange Doc. 225860 Rev. 11/12/09

conveyance by Riverwoods to Signature Homes (or its wholly-owned subsidiary company) of either of the parcels subject to this Agreement. This paragraph shall survive the Closing and delivery of the Deeds.

16. CONFIDENTIALITY

(intentionally omitted)

17. EFFECTIVE DATE

This Agreement shall be legally binding upon the parties and their respective successors and assigns upon the date of execution hereof by both parties.

18. NOTICES

All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, addressed,

if sent to USS, as follows:

President, USS Real Estate
United States Steel Corporation
600 Grant Street - Room 1683
Pittsburgh, Pennsylvania 15219-2800

with copies to:

General Manager - Southeast
USS Real Estate
United States Steel Corporation
6200 E. J. Oliver Boulevard - Suite 183-C
P. O. Box 599 - Suite 183-C
Fairfield, Alabama 35064

General Attorney - Fairfield Office
United States Steel Corporation Law Department
6200 E. J. Oliver Boulevard - Suite 192
P. O. Box 599 - Suite 192
Fairfield, Alabama 35064

or if sent to Riverwoods, as follows:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

or to such other address as shall be furnished in writing by either party to the other.

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

Operations South - Real Estate Exchange Doc. 225860 Rev. 11/12/07

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals by their duly authorized officers or representatives on the day and year first above written.

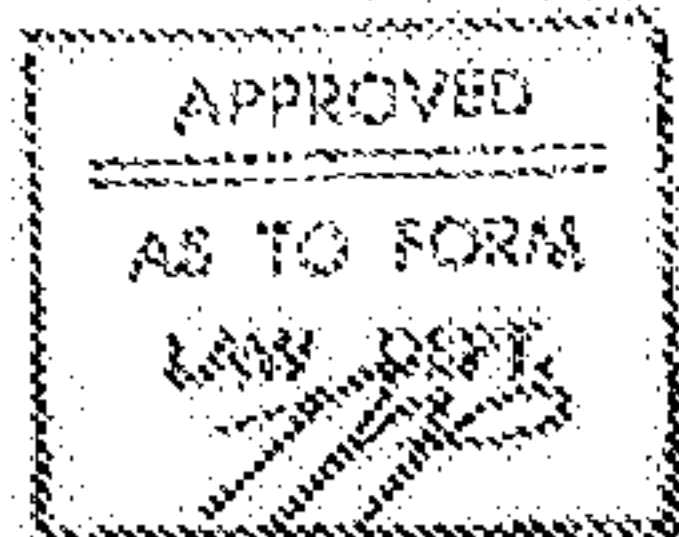
UNITED STATES STEEL CORPORATION

By: [Signature]

Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation

Date: 2/26/07



RIVERWOODS PROPERTIES, LLC

By: PZ, INC.

Its: MGR

By: [Signature]

Its: VP

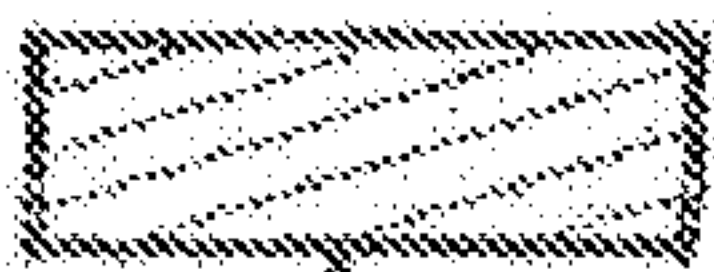
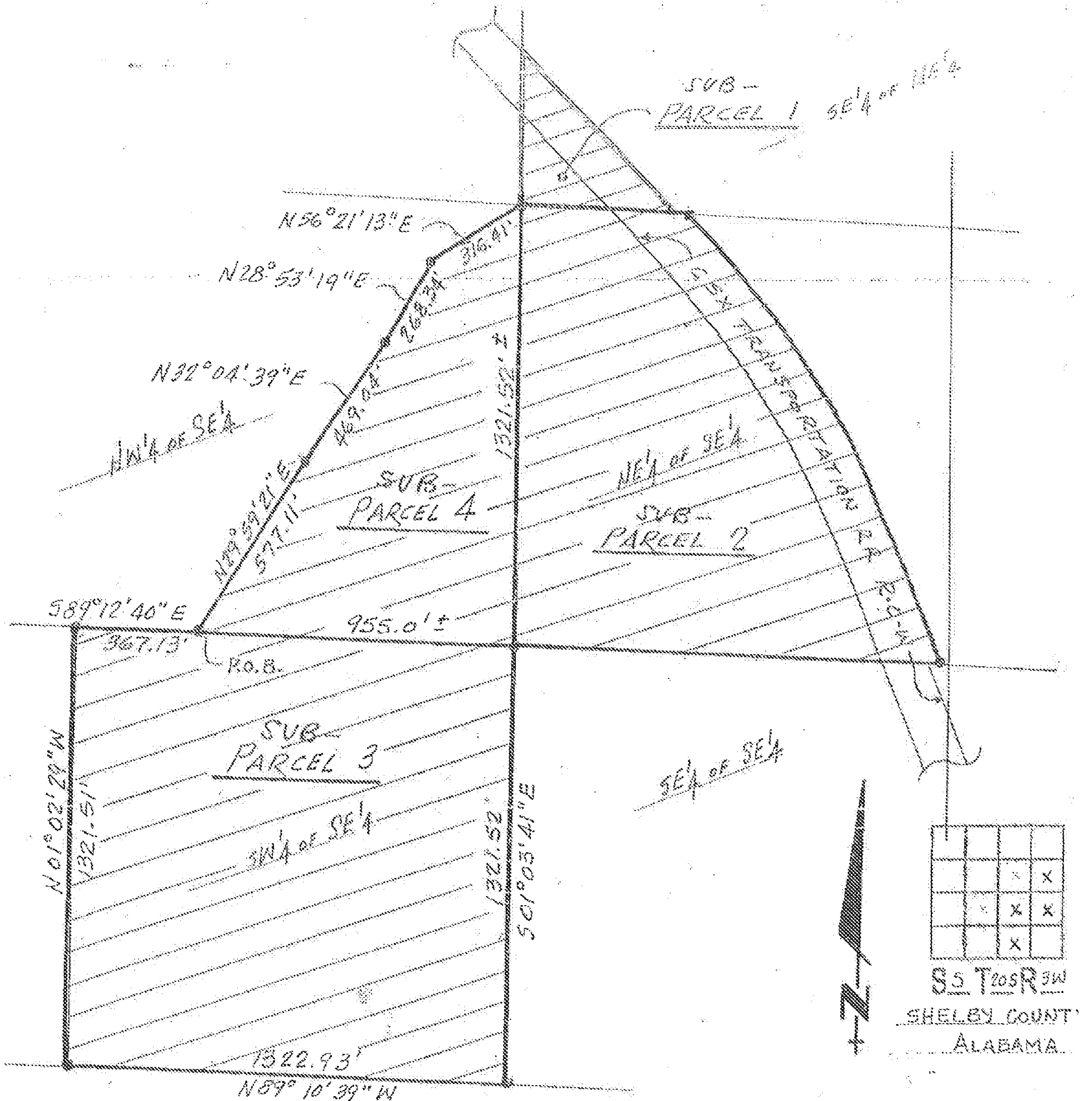
Date: 2/20/07

Operations South - Real Estate Exchange Doc. 225065 Rev. 11/12/05

EXHIBIT A-1

(USS Parcels - Parcel A)

(See attached map)



"PARCEL A" TO BE CONVEYED BY UNITED STATES STEEL CORPORATION TO RIVERWOODS PROPERTIES, LLC.
BY DOCUMENT ATTACHED HERETO ± 82.90 AC.

EXHIBIT "A-1"

Operations South - Real Estate Exchange Doc. 225860 Rev. 11/12/00

EXHIBIT A-2

(USS Parcels -- Parcel A)

(See attached legal description)

Operations South - Real Estate Exchange Doc. 225680 Rev. 11/12/06

USS PARCELS

PARCEL A:

A tract of land situated in the North-1/2 of the SE-1/4, the SW-1/4 of the SE-1/4, and the SE-1/4 of NE-1/4, all being in Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

SUB-PARCEL 1

All that property in the SE-1/4 of NE-1/4 abutting and lying southwest of the northeast right-of-way line of the CSX Transportation Railroad right-of-way.

Said tract of land containing 2.4 acres, more or less.

SUB-PARCEL 2

All that property in the NE-1/4 of SE-1/4 abutting and lying southwest of the northeast right-of-way line of the CSX Transportation Railroad right-of-way.

Said tract of land containing 24.0 acres, more or less.

SUB-PARCEL 3

The entire SW-1/4 of SE-1/4.

Said tract of land containing 40.0 acres, more or less.

SUB-PARCEL 4

That property lying in the NW-1/4 of SE-1/4 and being southeast of the following described property line of a tract of land owned by Steel City Sports Shooting Association: Commence at the SW corner of the NW-1/4 of SE-1/4 and run easterly along the south line of said quarter-quarter 367.13 feet to the POINT OF BEGINNING of said property and the following described property line; thence turn an angle to the left and run N29°-59'-21"E for a distance of 577.11 feet; thence turn an angle to the right and run N32°-04'-39"E for a distance of 469.04 feet; thence turn an angle to the left and run N28°-53'-19"E for a distance of 268.34 feet; thence turn an angle to the right and run N56°-21'-13"E for a distance of 316.41 feet, more or less, to the NE corner of said quarter-quarter; thence leaving the above described property line, turn an angle to the right (90° more or less) and run southerly along the east line of said quarter-quarter, 1,321.52 feet, more or less, to the SE corner of said quarter-quarter; thence turn an angle to the right (90°), more or less, and run westerly along the south line of said quarter-quarter, 955.0 feet, more or less to the POINT OF BEGINNING.

Said tract of land containing 16.5 acres, more or less.

Operations South - Real Estate Exchange Doc. 225885 Rev. 11/12/00

EXHIBIT B-1

(USS Parcels -- Parcel B)

(See attached map)

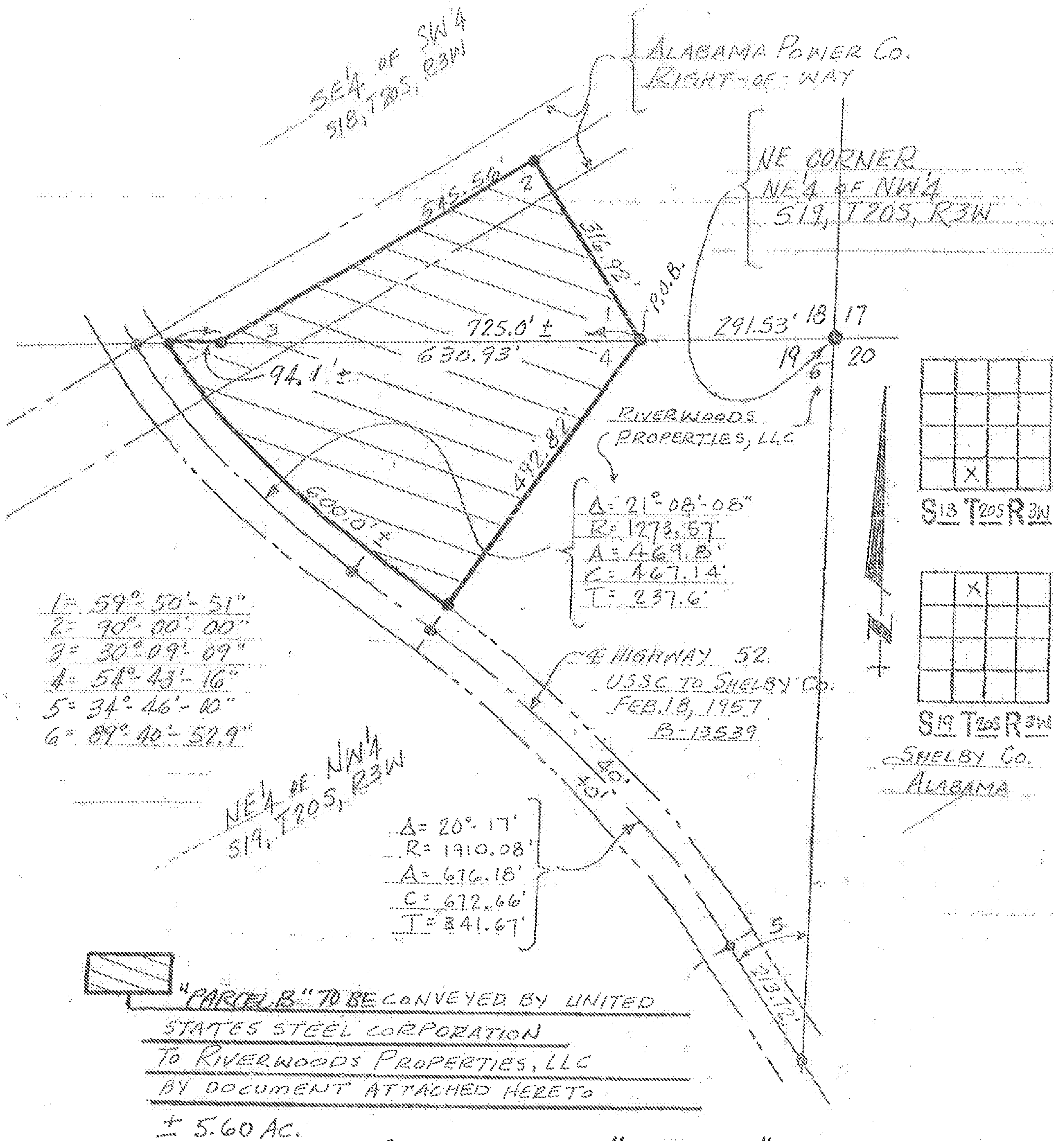


EXHIBIT "B-1"

112006 USSRE

Operations South -- Real Estate Exchange Doc. 235860 Rev. 11/12/00

EXHIBIT B-2

(USS Parcels -- Parcel B)

(See attached legal description)

Operations South - Real Estate Exchange Doc. 225888 Rev. 11/12/00

USS PARCELSPARCEL B:

A tract of land situated in the SE-1/4 of SW-1/4 of Section 18, and the NE-1/4 of NW-1/4 of Section 19, all in Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of NE-1/4 of NW-1/4 of Section 19, Township 20 South, Range 3 West, said corner also being the NE corner of a tract of land conveyed by United States Steel Corporation to Riverwoods Properties, LLC (hereinafter referred to as "RP") by document dated March 7, 2005, and run westerly along the north line of said quarter-quarter, and the north property line of the RP Tract, 291.53 feet to the POINT OF BEGINNING of the herein described tract of land; thence right 59°-50'-51" and run northwesterly 316.92 feet to a point on the center line of the Alabama Power Company right-of-way; thence left 90°-00'-00" and run southwest along said Alabama Power Company right-of-way center line, 545.56 feet, more or less, to a point on the north line of said quarter-quarter; thence right 30°-09'-09", more or less, and run westerly along the north line of said quarter-quarter, 94.1 feet, more or less, to a point on the northeast right-of-way line of a public road (Shelby County Highway 52 granted by United States Steel Corporation to Shelby County, Alabama by deed dated February 18, 1957), said point also being on a curve of a curve to the left having a central angle of 21°-08'-08" and a radius of 1,233.57 feet; thence along the arc of said curve and northeast right-of-way line of Highway 52 in a southeasterly direction 600.0 feet, more or less, to the most westerly property corner of the RP Tract; thence left 90°-00'-00" and run northeasterly along the west property line of said RP Tract 492.82 feet, more or less, to the POINT OF BEGINNING.

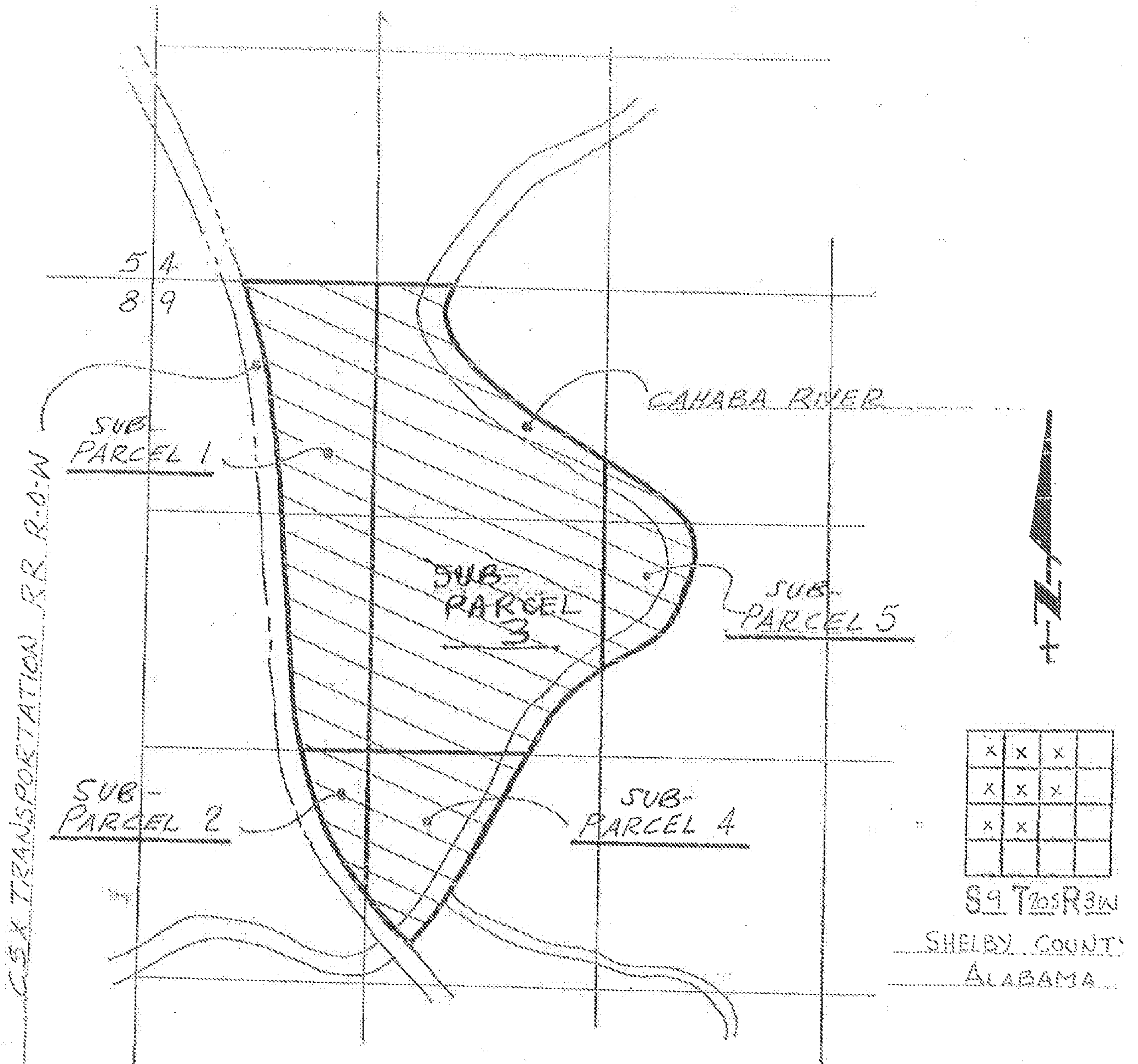
Said tract of land containing 5.6 acres, more or less.

Operations South - Real Estate Exchange Doc. 225500 Rev. 11/12/00

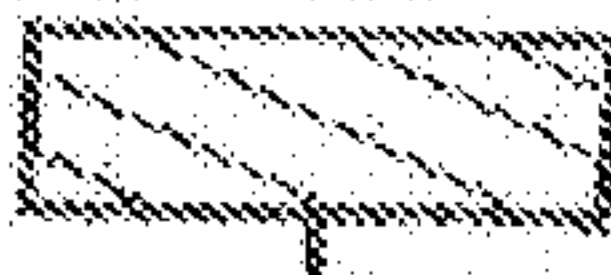
EXHIBIT C-1

(RP Parcel)

(See attached map)



89
1716



"RR-PARCEL" TO BE CONVEYED BY
RIVERWOODS PROPERTIES, LLC TO
UNITED STATES STEEL CORPORATION
BY DOCUMENT ATTACHED HERETO

± 123.80 AC.

EXHIBIT "C-1"

Operations South - Real Estate Exchange Doc. 220880 Rev. 11/12/00

EXHIBIT C-2

(RP Parcel)

(See attached legal description)

Operations South -- Real Estate Exchange Doc. 225800 Rev. 11/12/00

RP PARCELS

That tract of land situated in Section 9, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

SUB-PARCEL 1

All that property in the W-1/2 of NW-1/4 abutting and lying east of the east right-of-way line of the CSX Transportation Railroad Company right-of-way.

Said tract of land containing 33.1 acres, more or less.

SUB-PARCEL 2

All that property in the NW-1/4 of SW-1/4 abutting and lying east of the east right-of-way line of the CSX Transportation Railroad Company right-of-way.

Said tract of land containing 4.5 acres, more or less.

SUB-PARCEL 3

All that property in the E-1/2 of NW-1/4 abutting and lying west and south of the most northerly and easterly shoreline of the Cahaba River.

Said tract of land containing 62.0 acres, more or less.

SUB-PARCEL 4

All that property in the NE-1/4 of SW-1/4 abutting and lying west of the most easterly shoreline of the Cahaba River and north of the north right-of-way line of the CSX Transportation Railroad Company right-of-way.

Said tract of land containing 14.2 acres, more or less.

SUB-PARCEL 5

All that property in the W-1/2 of NE-1/4 abutting and lying west of the most easterly shoreline of the Cahaba River.

Said tract of land containing 10.0 acres, more or less.

Operations South - Real Estate Exchange Doc. 225860 Rev. 11/12/00

Exhibit B

The Property

(See attached map)

Operations South -- Real Estate Exchange Doc 205860 Rev. 11/12/00

Exhibit C

PERMITTED ENCUMBRANCES

1. Property taxes owing on said land 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 said land would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions affecting said land 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 said land (including rights between the high and low tide lines); and
6. All easements, leases, licenses, rail track, utility lines, and similar equipment affecting said land, whether or not of record.
7. [INSERT "PERMITTED ENCUMBRANCES"]

Operations South -- Host Estate Exchange Doc. 225950 Rev. 11/12/00

EXHIBIT D

(USS Dead Form)

(See attached)

Operations South - Real Estate Exchange Doc. 225860 Rev. 1/1/2010

Mail tax notice to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

This instrument was prepared by:

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

Upon recording return to:

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall Zettler

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 RIVERWOODS PROPERTIES, LLC, an Alabama 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 two (2) parcels of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in Section 5, Section 18, and Section 19, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, as more particularly described on "EXHIBIT A" and depicted on map labeled "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.

Operations South - Real Estate Exchange Doc. 225850 Rev. 11/12/00

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 and to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption and release 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.

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

Operations South -- Real Estate Exchange Doc. 225000 Rev. 11/12/00

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 _____ day of _____, 20____.

ATTEST:

UNITED STATES STEEL CORPORATION

By: _____

By: _____

Title: Assistant Secretary

Title: _____

USS Real Estate, a division of
United States Steel Corporation

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ 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 _____ day of _____, 20____.

Notary Public

[SEAL]

My Commission Expires: _____

Operations South - Real Estate Exchange Doc. 225860 Rev. 11/12/00

Exhibit A

The Property

(See attached legal description)

Operations South - Real Estate Exchange Doc. 225800 Rev. 11/12/00

Exhibit B

The Property

(See attached map)

Operations South -- Real Estate Exchange Doc. 225850 Rev. 11/12/05

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. [INSERT "PERMITTED ENCUMBRANCES"]

Operations South - Real Estate Exchange Doc. 225890 Rev. 11/12/00

EXHIBIT E
(Riverwoods Deed Form)
(See attached)

EXHIBIT B-2

FIRST AMENDMENT
OF
REAL ESTATE EXCHANGE AGREEMENT

THIS FIRST AMENDMENT is made as of the 20TH day of April 2007 (this "First Amendment") by and between UNITED STATES STEEL CORPORATION, a Delaware corporation ("USS"), and RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company ("Riverwoods").

RECITALS:

WHEREAS, the parties heretofore executed that certain Real Estate Exchange Agreement dated February 26, 2007 (the "Agreement"), for the exchange of real property located in Shelby County, Alabama, as more particularly described in the Agreement; and

WHEREAS, the parties have determined that USS does not own "Sub-Parcel 1" of Parcel A of the USS Parcels nor that part of "Sub-Parcel 2" of Parcel A of the USS Parcels lying within the right of way of CSX Transportation, Inc., which the parties desire to correct by virtue of this First Amendment.

WHEREAS, the parties also desire to include an additional one and 60/100 (1.60) acre parcel of real estate ("Parcel C") to the description of the USS Parcels by virtue of this First Amendment.

WHEREAS, the also parties have determined that there is an error in the description of the RP Parcel, which the parties desire to correct by virtue of this First Amendment.

WHEREAS, the parties now desire to revise, restate, re-label, and ratify all of the legal descriptions and maps of the USS Parcels and the RP Parcel previously attached as exhibits to the Agreement and substitute therefor the exhibits attached to this First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

1. The map labeled EXHIBIT A-1 of the Agreement is hereby deleted in its entirety, and the map labeled "EXHIBIT A-1 -- FIRST AMENDMENT" is substituted therefor, which corrects the map depicting Parcel A of the USS Parcels.
2. EXHIBIT A-2 of the Agreement is hereby deleted in its entirety, and "EXHIBIT A-2 -- FIRST AMENDMENT" attached hereto is substituted therefor, which sets forth the legal descriptions that correct the errors in the previous legal descriptions of the Parcel A of the USS Parcels.
3. The map labeled EXHIBIT B-1 of the Agreement attached hereto is hereby ratified in its entirety, which depicts Parcel B of the USS Parcels.
4. EXHIBIT B-2 of the Agreement attached hereto is hereby ratified in its entirety, which sets forth the legal description of Parcel B of the USS Parcels.

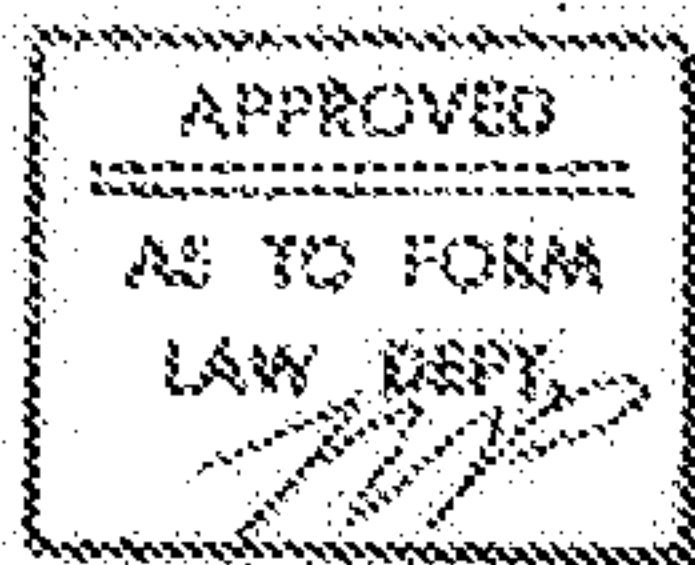
5. The map labeled "EXHIBIT C-1 -- FIRST AMENDMENT" is hereby added to the Agreement, which depicts Parcel C of the USS Parcels.
6. "EXHIBIT C-2 -- FIRST AMENDMENT" is hereby added to the Agreement, which sets forth the legal description of Parcel C of the USS Parcels.
7. The map labeled EXHIBIT C-1 of the Agreement is hereby deleted in its entirety, and the map labeled "EXHIBIT D-1 -- FIRST AMENDMENT" attached hereto is substituted therefor, which re-labels the map that depicts the RP Parcel.
8. EXHIBIT C-2 of the Agreement is hereby deleted in its entirety, and "EXHIBIT D-2 -- FIRST AMENDMENT" attached hereto is substituted therefor, which re-labels the exhibit and sets forth the legal descriptions that correct the errors in the previous legal descriptions of the RP Parcel.
9. The parties hereby ratify all of the maps and legal descriptions of the USS Parcels and the RP Parcel that are attached as exhibits to this First Amendment and agree that the previous exhibits attached to the Agreement are null and void.
10. The parties agree that the time periods stated in Section 2 (c), Section 2 (d), and Section 4 (a) of the Agreement are hereby extended by thirty (30) days each.
11. This First Amendment may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Amendment.
12. Except as modified herein, all terms and conditions in the Agreement shall remain in full force and effect.
13. Capitalized terms not otherwise specifically defined in this First Amendment shall have the same meanings given to such terms in the Agreement.
14. This First Amendment shall be effective on the date of execution hereof.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION



By: 

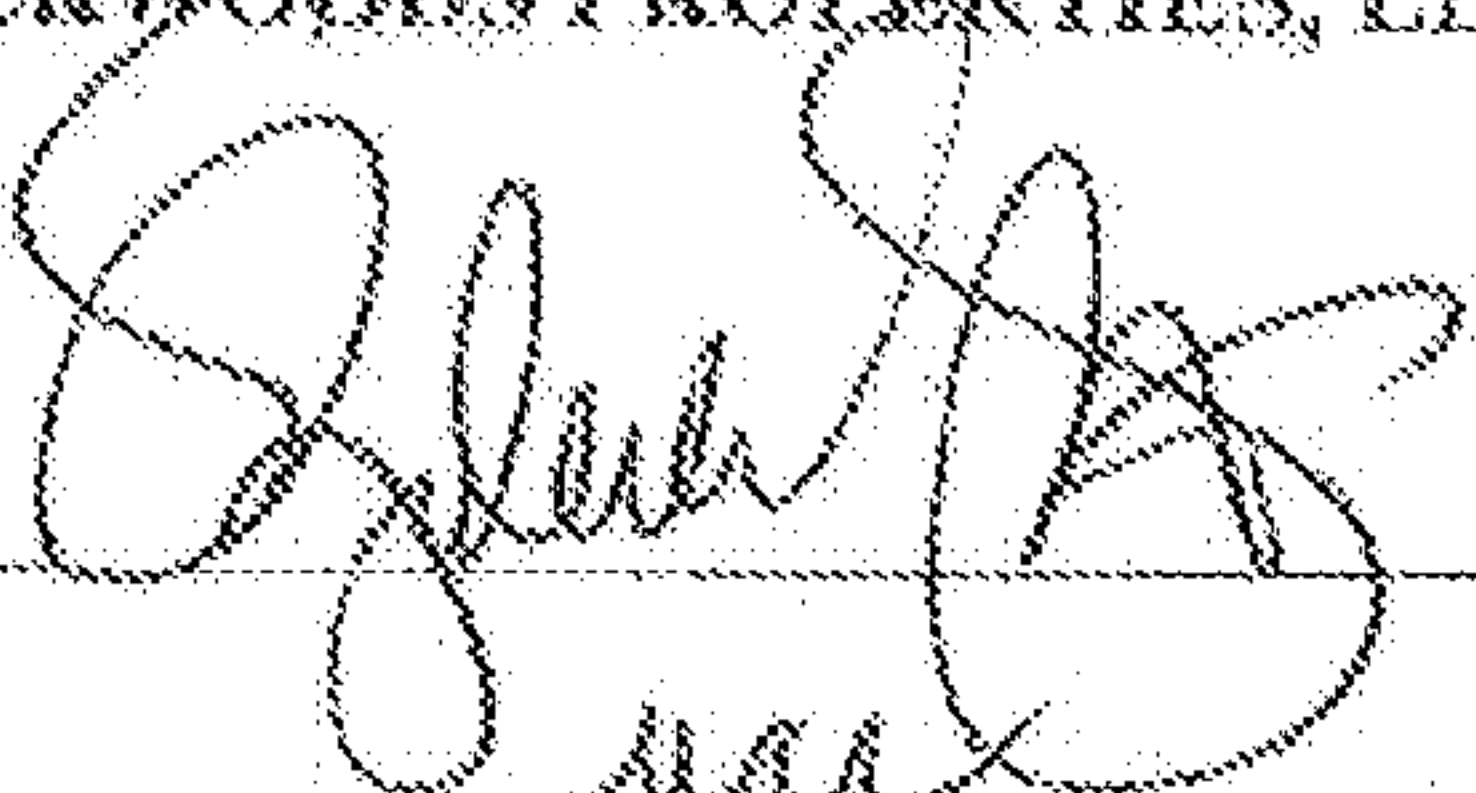
Title: PRESIDENT

USS Real Estate, a division of
United States Steel Corporation

Date: 4/20/07

RIVERWOODS:

RIVERWOODS PROPERTIES, LLC

By: 

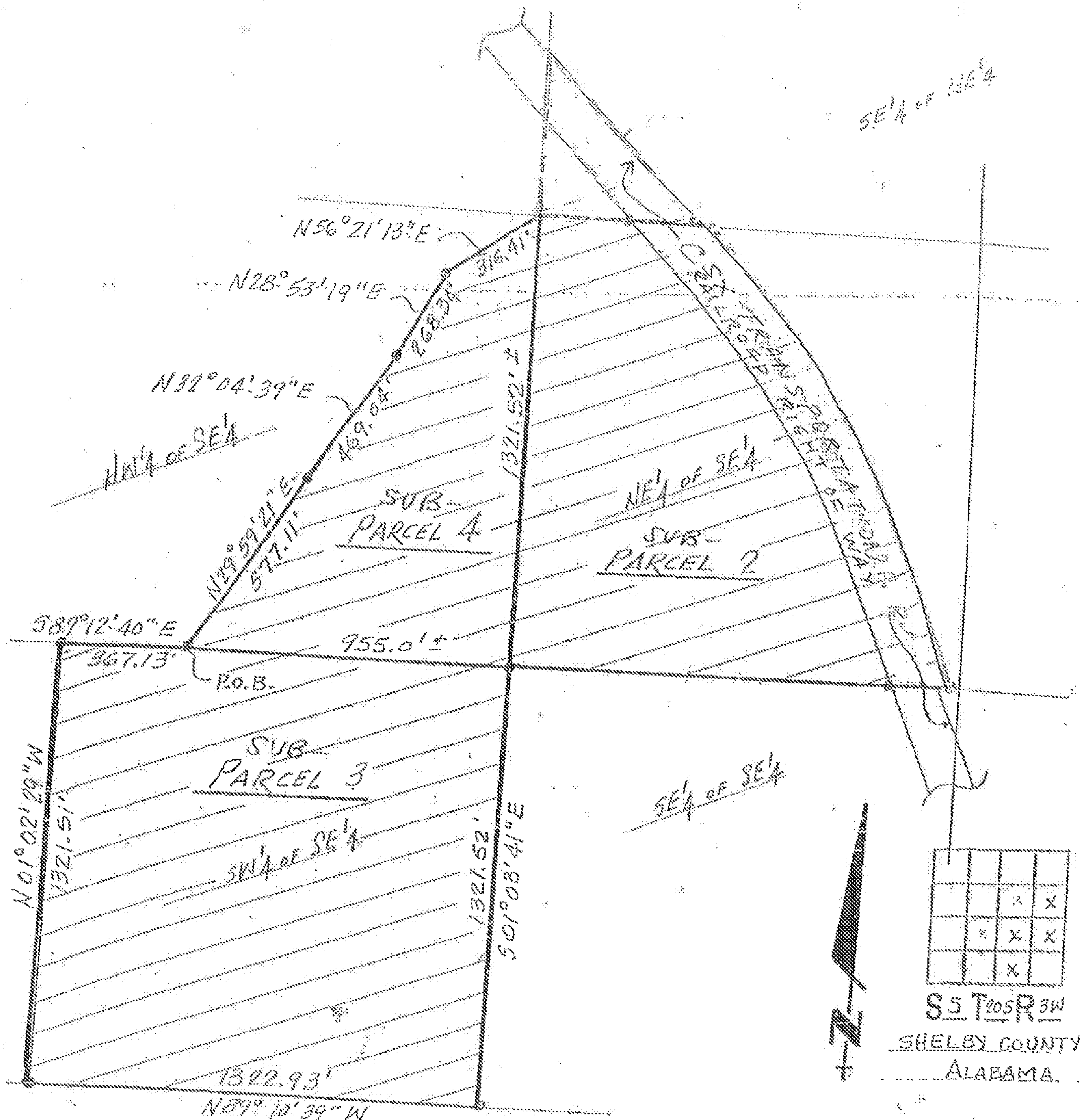
Its: man

Date: 4-10-07

EXHIBIT A-1 -- FIRST AMENDMENT

(USS Parcels -- Parcel A)

(see attached map)



"PARCELS" TO BE CONVEYED BY UNITED STATES STEEL CORPORATION TO RIVERWOODS PROPERTIES, LLC.
BY DOCUMENT ATTACHED HERETO ± 82.90 AC.

EXHIBIT A-1 -- FIRST AMENDMENT

EXHIBIT A-2 -- FIRST AMENDMENT

(USS Parcels -- Parcel A)

(see attached legal descriptions)

USS PARCELS

PARCEL A:

A tract of land situated in the North-1/2 of the SE-1/4, the SW-1/4 of the SE-1/4, all being in Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

SUB-PARCEL 1

(intentionally deleted)

SUB-PARCEL 2

All that property in the NE-1/4 of SE-1/4 abutting and lying southwest of the southwest right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 24.0 acres, more or less.

SUB-PARCEL 3

The entire SW-1/4 of SE-1/4.

Said tract of land containing 40.0 acres, more or less.

SUB-PARCEL 4

That property lying in the NW-1/4 of SE-1/4 and being southeast of the following described property line of a tract of land owned by Steel City Sports Shooting Association: Commence at the SW corner of the NW-1/4 of SE-1/4 and run easterly along the south line of said quarter-quarter 367.13 feet to the POINT OF BEGINNING of said property and the following described property line; thence turn an angle to the left and run N29°-59'-21"E for a distance of 577.11 feet; thence turn an angle to the right and run N32°-04'-39"E for a distance of 469.04 feet; thence turn an angle to the left and run N28°-53'-19"E for a distance of 268.34 feet; thence turn an angle to the right and run N56°-21'-13"E for a distance of 316.41 feet, more or less, to the NE corner of said quarter-quarter; thence leaving the above described property line, turn an angle to the right and run southerly along the east line of said quarter-quarter, 1,321.52 feet, more or less, to the SE corner of said quarter-quarter; thence turn an angle to the right (90°), more or less, and run westerly along the south line of said quarter-quarter, 955.0 feet, more or less to the POINT OF BEGINNING.

Said tract of land containing 16.5 acres, more or less.

EXHIBIT B-1

(USS Parcels – Parcel B)

(See attached map)

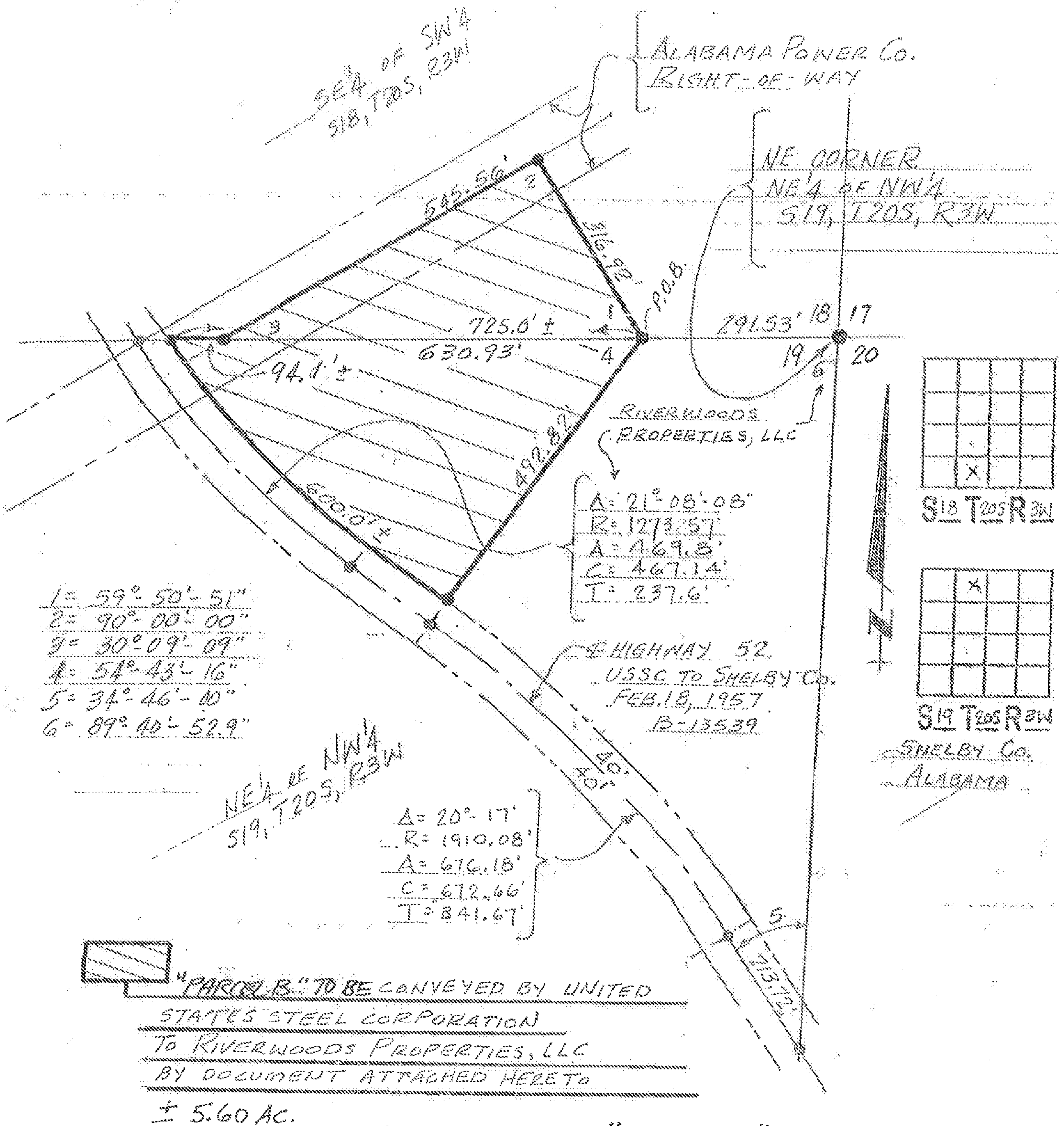


EXHIBIT "B-1"

112006 USSRE

EXHIBIT B-2

(USS Parcels -- Parcel B)

(See attached legal description)

USS PARCELS

PARCEL B:

A tract of land situated in the SE-1/4 of SW-1/4 of Section 18, and the NE-1/4 of NW-1/4 of Section 19, all in Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

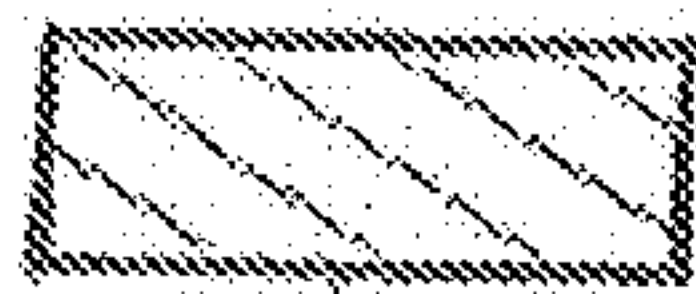
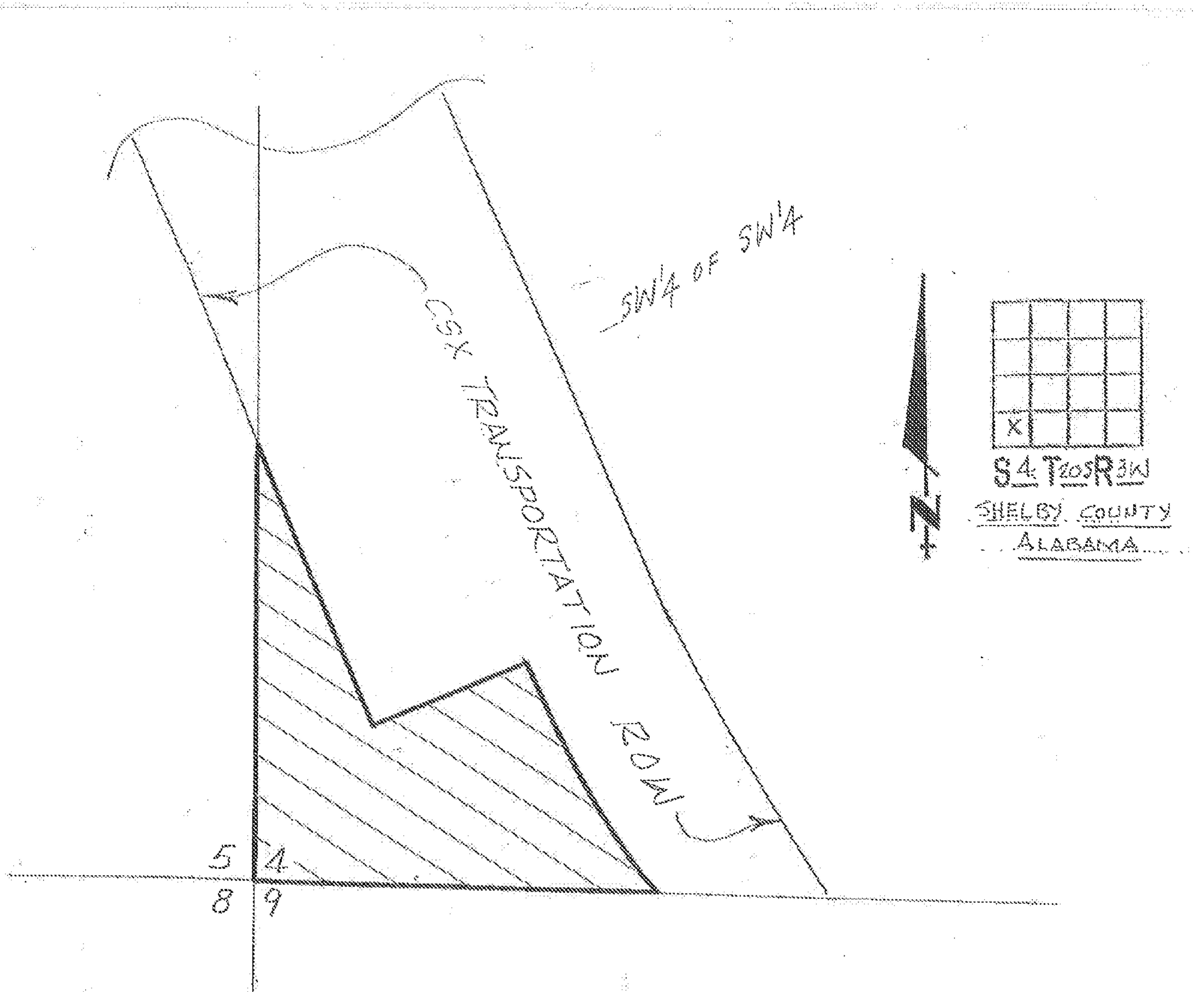
Commence at the NE corner of NE-1/4 of NW-1/4 of Section 19, Township 20 South, Range 3 West, said corner also being the NE corner of a tract of land conveyed by United States Steel Corporation to Riverwoods Properties, LLC (hereinafter referred to as "RP") by document dated March 7, 2005, and run westerly along the north line of said quarter-quarter, and the north property line of the RP Tract, 291.53 feet to the **POINT OF BEGINNING** of the herein described tract of land; thence right 59°-50'-51" and run northwesterly 316.92 feet to a point on the center line of the Alabama Power Company right-of-way; thence left 90°-00'-00" and run southwesterly along said Alabama Power Company right-of-way center line, 545.56 feet, more or less, to a point on the north line of said quarter-quarter; thence right 30°-09'-09", more or less, and run westerly along the north line of said quarter-quarter, 94.1 feet, more or less, to a point on the northeast right-of-way line of a public road (Shelby County Highway 52 granted by United States Steel Corporation to Shelby County, Alabama by deed dated February 18, 1957), said point also being on a curve of a curve to the left having a central angle of 21°-08'-08" and a radius of 1,233.57 feet; thence along the arc of said curve and northeast right-of-way line of Highway 52 in a southeasterly direction 600.0 feet, more or less, to the most westerly property corner of the RP Tract; thence left 90°-00'-00" and run northeasterly along the west property line of said RP Tract 492.82 feet, more or less, to the **POINT OF BEGINNING**

Said tract of land containing 5.6 acres, more or less.

EXHIBIT C-1 - FIRST AMENDMENT

(USS Parcels -- Parcel C)

(see attached map)



"PARCEL C" TO BE CONVEYED BY UNITED STATES
STEEL CORPORATION TO RIVERWOODS
PROPERTIES, LLC. BY DOCUMENT ATTACHED HERETO

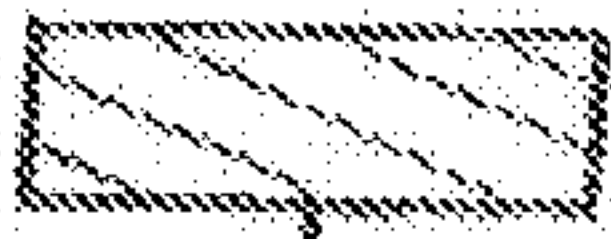
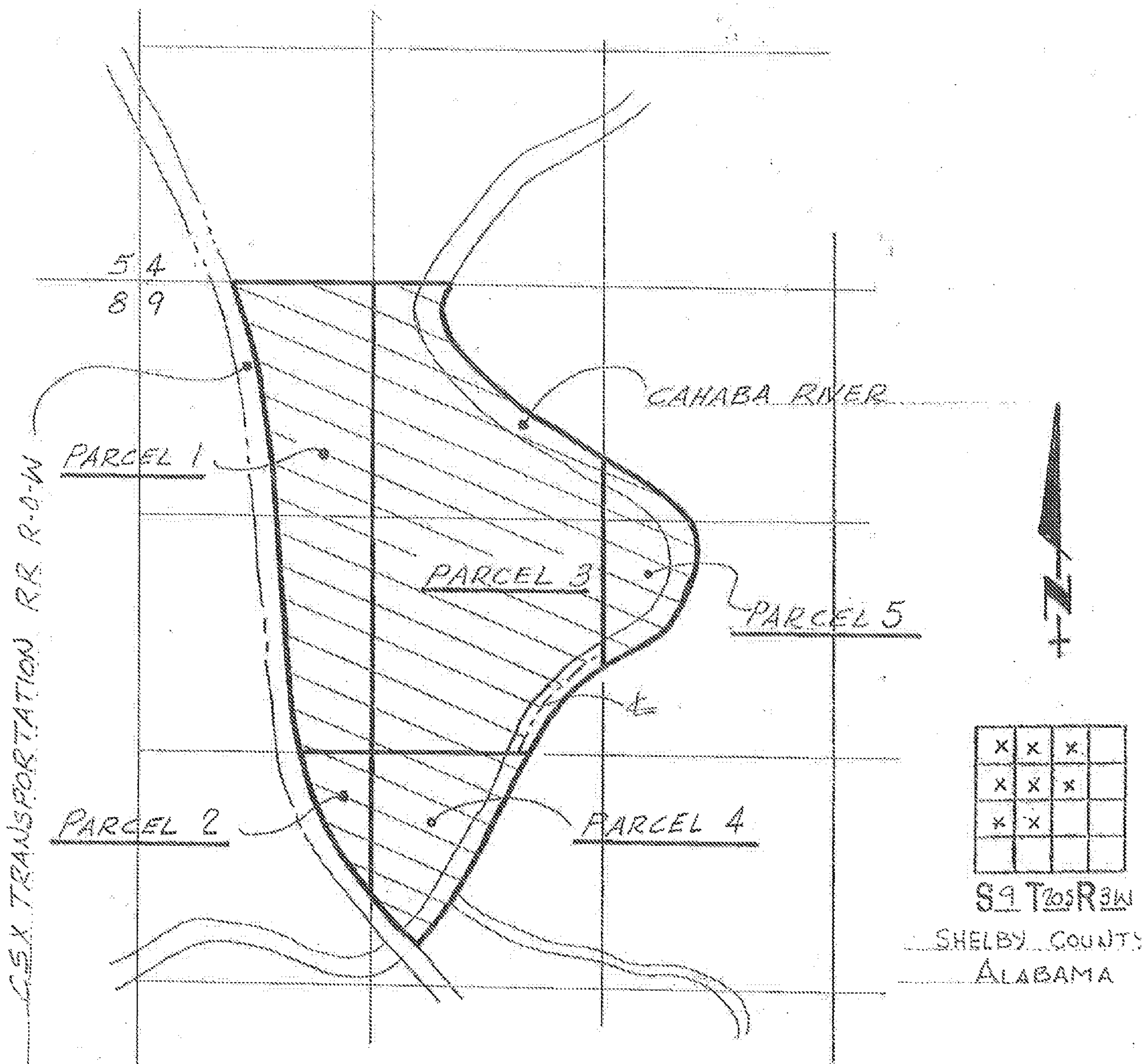
EXHIBIT C - 1 - FIRST AMENDMENT

40207USSRE

EXHIBIT C-2 -- FIRST AMENDMENT

(USS Parcels -- Parcel C)

(see attached legal description)



"RP PARCEL" TO BE CONVEYED BY
RIVERWOODS PROPERTIES, LLC TO
UNITED STATES STEEL CORPORATION
BY DOCUMENT ATTACHED HERETO

± 123.80 AC.

EXHIBIT D - 1 - FIRST AMENDMENT

1/2006 USSRE

RP PARCELS

That tract of land situated in Section 9, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and more particularly described as follows:

SUB-PARCEL 1

All that property in the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right of way.

Said tract of land containing 32.8 acres, more or less.

SUB-PARCEL 2

All that property in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 3.9 acres, more or less.

SUB-PARCEL 3

All that property in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ abutting and lying west and south of the left descending bank of the Cahaba River; all that property in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying northwest of the center line of the Cahaba River.

Said tract of land containing 48.1 acres, more or less.

SUB-PARCEL 4

All that property in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ abutting and lying west of the left descending bank of the Cahaba River and northeast of the north right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 14.8 acres, more or less.

SUB-PARCEL 5

All that property in the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ abutting and lying west of the left descending bank of the Cahaba River.

Said tract of land containing 8.6 acres, more or less.

FIRST AMENDMENT
OF
REAL ESTATE EXCHANGE AGREEMENT

THIS FIRST AMENDMENT is made as of the 20TH day of April 2007 (this "First Amendment") by and between UNITED STATES STEEL CORPORATION, a Delaware corporation ("USS"), and RIVERWOODS PROPERTIES, LLC, an Alabama limited liability company ("Riverwoods").

RECITALS:

WHEREAS, the parties heretofore executed that certain Real Estate Exchange Agreement dated February 26, 2007 (the "Agreement"), for the exchange of real property located in Shelby County, Alabama, as more particularly described in the Agreement; and

WHEREAS, the parties have determined that USS does not own "Sub-Parcel 1" of Parcel A of the USS Parcels nor that part of "Sub-Parcel 2" of Parcel A of the USS Parcels lying within the right of way of CSX Transportation, Inc., which the parties desire to correct by virtue of this First Amendment.

WHEREAS, the parties also desire to include an additional one and 60/100 (1.60) acre parcel of real estate ("Parcel C") to the description of the USS Parcels by virtue of this First Amendment.

WHEREAS, the also parties have determined that there is an error in the description of the RP Parcel, which the parties desire to correct by virtue of this First Amendment.

WHEREAS, the parties now desire to revise, restate, re-label, and ratify all of the legal descriptions and maps of the USS Parcels and the RP Parcel previously attached as exhibits to the Agreement and substitute therefor the exhibits attached to this First Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

1. The map labeled EXHIBIT A-1 of the Agreement is hereby deleted in its entirety, and the map labeled "EXHIBIT A-1 -- FIRST AMENDMENT" is substituted therefor, which corrects the map depicting Parcel A of the USS Parcels.
2. EXHIBIT A-2 of the Agreement is hereby deleted in its entirety, and "EXHIBIT A-2 -- FIRST AMENDMENT" attached hereto is substituted therefor, which sets forth the legal descriptions that correct the errors in the previous legal descriptions of the Parcel A of the USS Parcels.
3. The map labeled EXHIBIT B-1 of the Agreement attached hereto is hereby ratified in its entirety, which depicts Parcel B of the USS Parcels.
4. EXHIBIT B-2 of the Agreement attached hereto is hereby ratified in its entirety, which sets forth the legal description of Parcel B of the USS Parcels.

5. The map labeled "EXHIBIT C-1 -- FIRST AMENDMENT" is hereby added to the Agreement, which depicts Parcel C of the USS Parcels.

6. "EXHIBIT C-2 -- FIRST AMENDMENT" is hereby added to the Agreement, which sets forth the legal description of Parcel C of the USS Parcels.

7. The map labeled EXHIBIT C-1 of the Agreement is hereby deleted in its entirety, and the map labeled "EXHIBIT D-1 -- FIRST AMENDMENT" attached hereto is substituted therefor, which re-labels the map that depicts the RP Parcel.

8. EXHIBIT C-2 of the Agreement is hereby deleted in its entirety, and "EXHIBIT D-2 -- FIRST AMENDMENT" attached hereto is substituted therefor, which re-labels the exhibit and sets forth the legal descriptions that correct the errors in the previous legal descriptions of the RP Parcel.

9. The parties hereby ratify all of the maps and legal descriptions of the USS Parcels and the RP Parcel that are attached as exhibits to this First Amendment and agree that the previous exhibits attached to the Agreement are null and void.

10. The parties agree that the time periods stated in Section 2 (c), Section 2 (d), and Section 4 (a) of the Agreement are hereby extended by thirty (30) days each.

11. This First Amendment may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Amendment.

12. Except as modified herein, all terms and conditions in the Agreement shall remain in full force and effect.

13. Capitalized terms not otherwise specifically defined in this First Amendment shall have the same meanings given to such terms in the Agreement.

14. This First Amendment shall be effective on the date of execution hereof.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

USS:

UNITED STATES STEEL CORPORATION



By: _____

Title: _____

USS Real Estate, a division of
United States Steel Corporation

Date: _____

RIVERWOODS:

RIVERWOODS PROPERTIES, LLC

By: _____

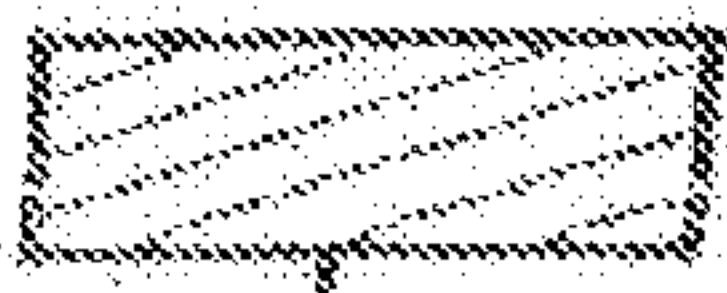
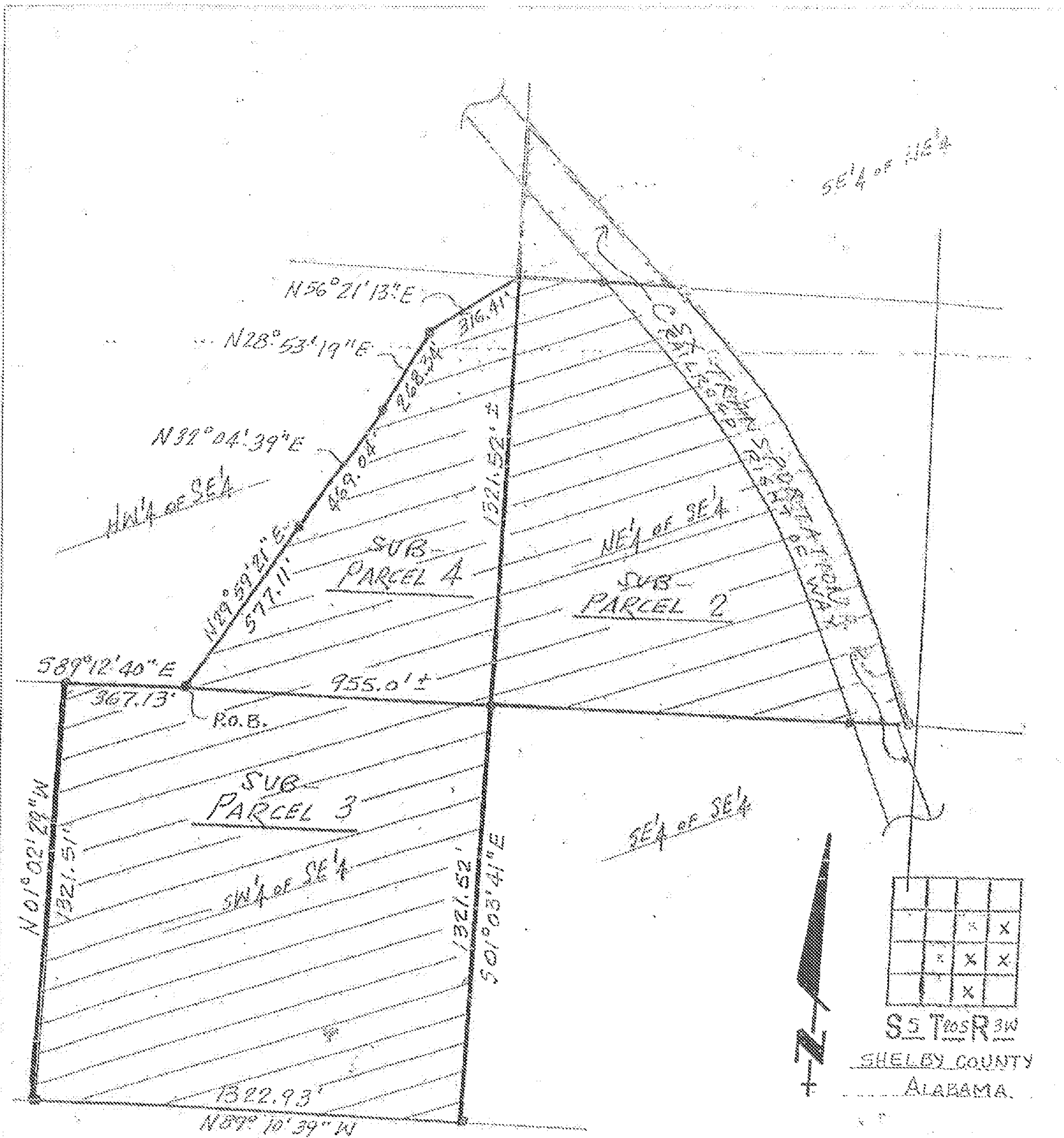
Its: _____

Date: _____

EXHIBIT A-1 – FIRST AMENDMENT

(USS Parcels – Parcel A)

(see attached map)



"PARCEL A" TO BE CONVEYED BY UNITED STATES STEEL CORPORATION TO RIVERWOODS PROPERTIES, LLC.
BY DOCUMENT ATTACHED HERETO ± 82.90 AC.

EXHIBIT A-2 -- FIRST AMENDMENT

(USS Parcels -- Parcel A)

(see attached legal descriptions)

USS PARCELS

PARCEL A:

A tract of land situated in the North-1/2 of the SE-1/4, the SW-1/4 of the SE-1/4, all being in Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

SUB-PARCEL 1

(intentionally deleted)

SUB-PARCEL 2

All that property in the NE-1/4 of SE-1/4 abutting and lying southwest of the southwest right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 24.0 acres, more or less.

SUB-PARCEL 3

The entire SW-1/4 of SE-1/4.

Said tract of land containing 40.0 acres, more or less.

SUB-PARCEL 4

That property lying in the NW-1/4 of SE-1/4 and being southeast of the following described property line of a tract of land owned by Steel City Sports Shooting Association: Commence at the SW corner of the NW-1/4 of SE-1/4 and run easterly along the south line of said quarter-quarter 367.13 feet to the **POINT OF BEGINNING** of said property and the following described property line; thence turn an angle to the left and run N29°-59'-21"E for a distance of 577.11 feet; thence turn an angle to the right and run N32°-04'-39"E for a distance of 469.04 feet; thence turn an angle to the left and run N28°-53'-19"E for a distance of 268.34 feet; thence turn an angle to the right and run N56°-21'-13"E for a distance of 316.41 feet, more or less, to the NE corner of said quarter-quarter; thence leaving the above described property line, turn an angle to the right and run southerly along the east line of said quarter-quarter, 1,321.52 feet, more or less, to the SE corner of said quarter-quarter; thence turn an angle to the right (90°), more or less, and run westerly along the south line of said quarter-quarter, 955.0 feet, more or less to the **POINT OF BEGINNING**.

Said tract of land containing 16.5 acres, more or less.

EXHIBIT B-1

(USS Parcels -- Parcel B)

(See attached map)

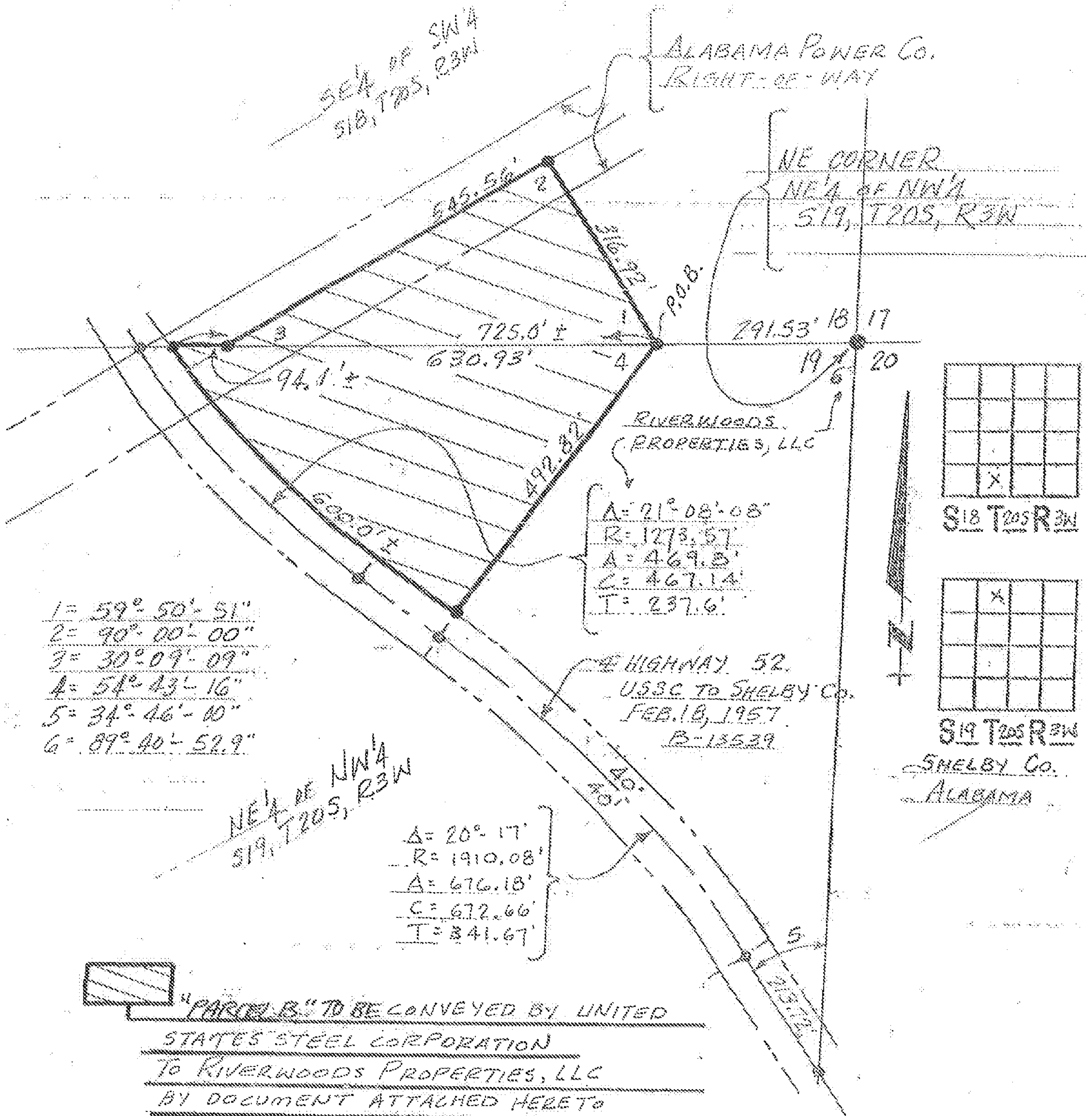


EXHIBIT B-2

(USS Parcels -- Parcel B)

(See attached legal description)

USS PARCELS

PARCEL B:

A tract of land situated in the SE-1/4 of SW-1/4 of Section 18, and the NE-1/4 of NW-1/4 of Section 19, all in Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

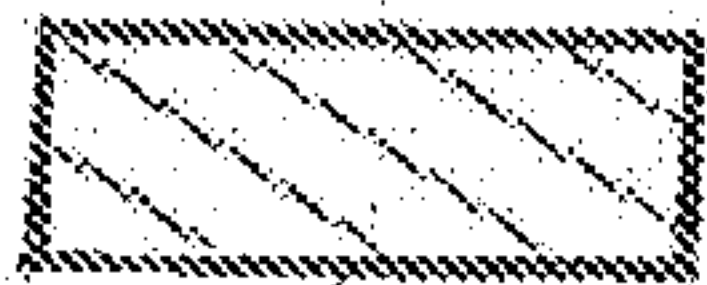
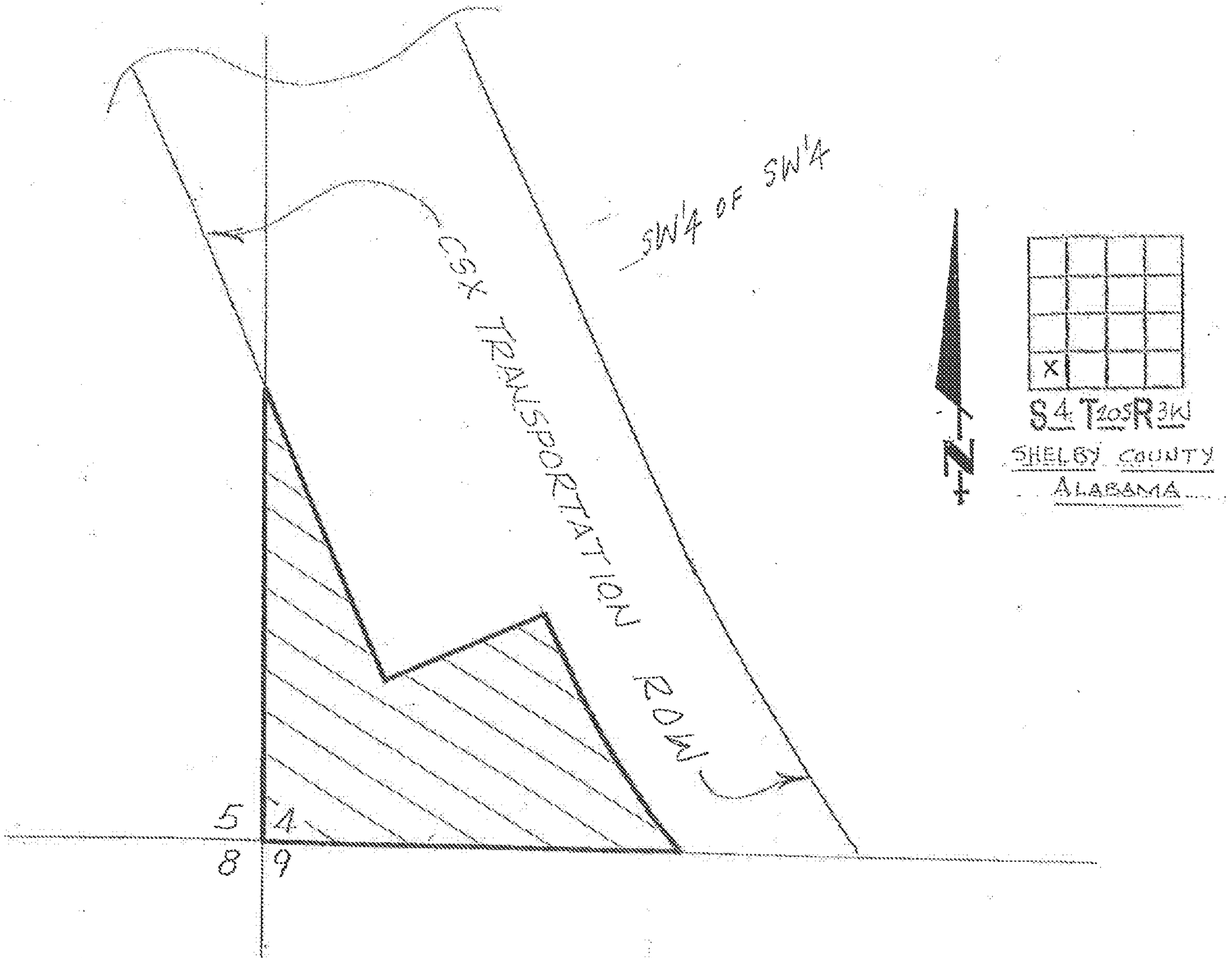
Commence at the NE corner of NE-1/4 of NW-1/4 of Section 19, Township 20 South, Range 3 West, said corner also being the NE corner of a tract of land conveyed by United States Steel Corporation to Riverwoods Properties, LLC (hereinafter referred to as "RP") by document dated March 7, 2005, and run westerly along the north line of said quarter-quarter, and the north property line of the RP Tract, 291.53 feet to the **POINT OF BEGINNING** of the herein described tract of land; thence right 59°-50'-51" and run northwesterly 316.92 feet to a point on the center line of the Alabama Power Company right-of-way; thence left 90°-00'-00" and run southwesterly along said Alabama Power Company right-of-way center line, 545.56 feet, more or less, to a point on the north line of said quarter-quarter; thence right 30°-09'-09", more or less, and run westerly along the north line of said quarter-quarter, 94.1 feet, more or less, to a point on the northeast right-of-way line of a public road (Shelby County Highway 52 granted by United States Steel Corporation to Shelby County, Alabama by deed dated February 18, 1957), said point also being on a curve of a curve to the left having a central angle of 21°-08'-08" and a radius of 1,233.57 feet; thence along the arc of said curve and northeast right-of-way line of Highway 52 in a southeasterly direction 600.0 feet, more or less, to the most westerly property corner of the RP Tract; thence left 90°-00'-00" and run northeasterly along the west property line of said RP Tract 492.82 feet, more or less, to the **POINT OF BEGINNING**

Said tract of land containing 5.6 acres, more or less.

EXHIBIT C-1 - FIRST AMENDMENT

(USS Parcels – Parcel C)

(see attached map)



"PARCEL C" TO BE CONVEYED BY UNITED STATES
STEEL CORPORATION TO RIVERWOODS
PROPERTIES, LLC. BY DOCUMENT ATTACHED HERETO

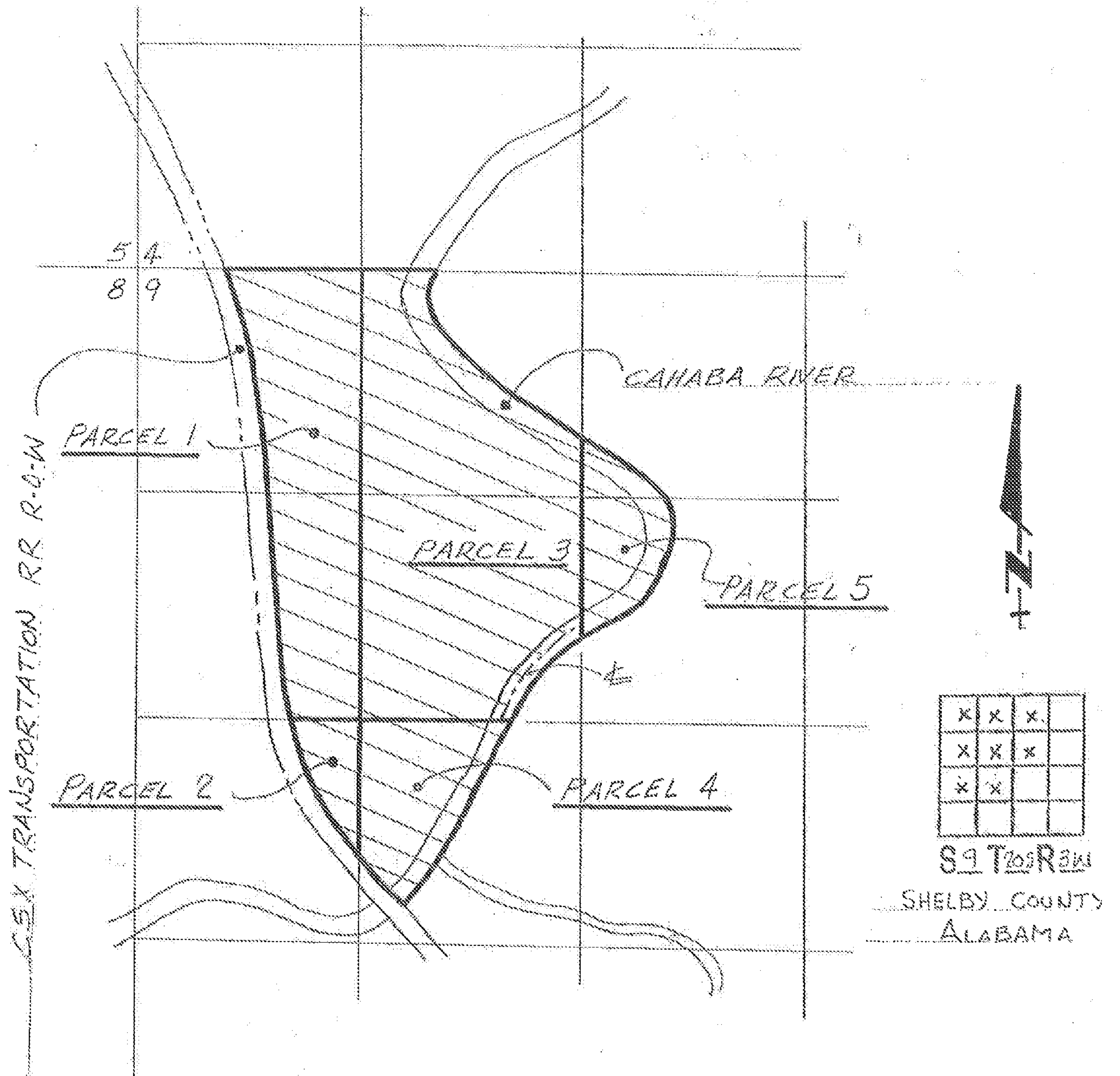
EXHIBIT C - 1 - FIRST AMENDMENT

40207USSRE

EXHIBIT C-2 -- FIRST AMENDMENT

(USS Parcels -- Parcel C)

(see attached legal description)



"RR PARCEL" TO BE CONVEYED BY
RIVERWOODS PROPERTIES, LLC TO
UNITED STATES STEEL CORPORATION
BY DOCUMENT ATTACHED HERETO

± 123.80 AC.

EXHIBIT D - 1 - FIRST AMENDMENT

1/2006 USSRE

RP PARCELS

That tract of land situated in Section 9, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and more particularly described as follows:

SUB-PARCEL 1

All that property in the W ½ of the NW ¼ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right of way.

Said tract of land containing 32.8 acres, more or less.

SUB-PARCEL 2

All that property in the NW ¼ of the SW ¼ abutting and lying east of the east right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 3.9 acres, more or less.

SUB-PARCEL 3

All that property in the NE ¼ of the NW ¼ abutting and lying west and south of the left descending bank of the Cahaba River; all that property in the SE ¼ of the NW ¼ lying northwest of the center line of the Cahaba River.

Said tract of land containing 48.1 acres, more or less.

SUB-PARCEL 4

All that property in the NE ¼ of the SW ¼ abutting and lying west of the left descending bank of the Cahaba River and northeast of the north right-of-way line of the CSX Transportation, Inc., right-of-way.

Said tract of land containing 14.8 acres, more or less.

SUB-PARCEL 5

All that property in the W ½ of the NE ¼ abutting and lying west of the left descending bank of the Cahaba River.

Said tract of land containing 8.6 acres, more or less.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/30/2015 01:53:11 PM
\$221.00 JESSICA 15
20151230000443770

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the bottom right portion of the official record text.