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In addition to the Initial Consideration paid to Grantor by Grantee, Grantee covenants and agrees to pay to Grantor fifty percent (50%) of Grantee's Net Proceeds (as hereafter defined) upon any subsequent conveyance of the Property, or any part thereof, by Grantee to a third party (the "Deferred Purchase Price"). "Grantee's Net Proceeds" shall be determined based upon Grantee's total basis in the Property as of the date of such conveyance, including the Initial Consideration paid by Grantee for the Property, documented third party costs incurred in conducting Grantee's inspections of the Property (such as environmental inspections, survey costs, etc.), closing costs, third party broker/real estate fees, documented costs of improvements made to the Property by Grantee, interest carry on third party loans, and other reasonable costs as may be approved by Grantor to establish Grantee's actual costs incurred in its acquisition/ownership/sale of the Property (provided, however, that no internal costs, such as imputed development fees, broker fees, employee salaries, etc. shall be included). If a portion of the Property is sold, Grantee's Net Proceeds will be determined on a per acre basis. Payment of the Deferred Purchase Price shall be a personal obligation of Grantee and shall not run with the land beyond the initial conveyance(s) of the Property by Grantee.

The Property is conveyed subject to the following (collectively, the "Permitted Encumbrances"):

1. Real estate ad valorem taxes due and payable October 1, 2018, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All easements, restrictions, reservations, rights-of-way and other matters of public record affecting any portion of the Property.
4. All of those matters described in **EXHIBIT B** attached hereto and made a part hereof.

As a condition of the conveyance hereunder, Grantee acknowledges 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. Grantee accepts the physical and environmental condition of the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent Buyer 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 Buyer 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 Buyer 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.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns, forever.

And Grantor does for itself and for its successors and assigns, covenant with Grantee, Grantee's successors and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor (but not otherwise) and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, against which Grantor shall not defend.

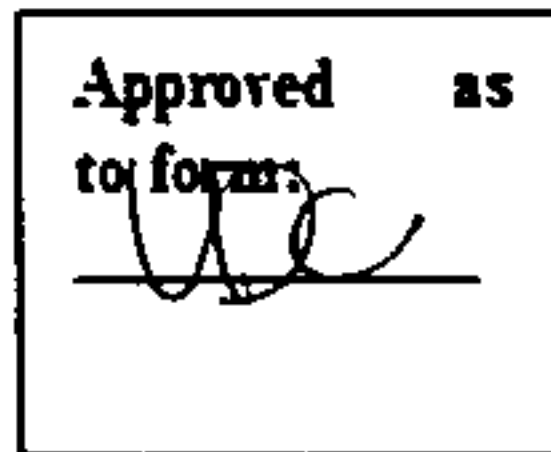
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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its duly authorized officers or representatives on this, the 30 day of July, 2018.

GRANTOR:



UNITED STATES STEEL CORPORATION,
a Delaware corporation

By: William L. Silver, III
William L. Silver, III
Director – USS Real Estate, a division of
United States Steel Corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that William L. Silver, III, whose name as Director – 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 30 day of July, 2018.

Beverly L. Swain
Notary Public
My Commission Expires: 7/30/19

[Signatures continue on the following page]

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GRANTEE:

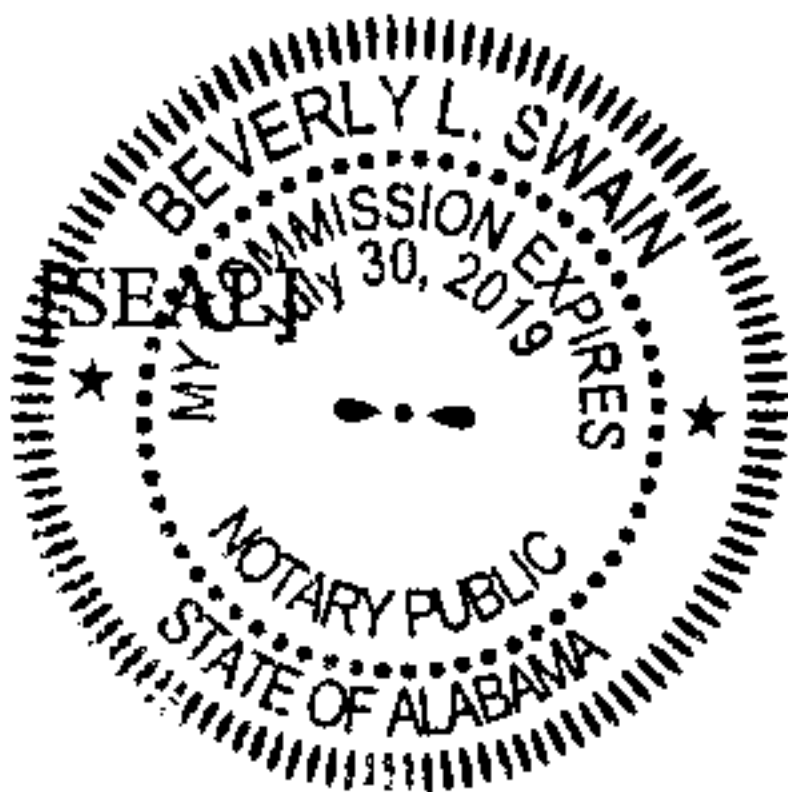
SB DEV. CORP., an Alabama corporation

By: [Signature]
Name: Jonathan Belcher
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Beverly L. Swain, a Notary Public in and for said County, in said State, hereby certify that Jonathan Belcher, whose name as President of **SB DEV. CORP.**, 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, 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 30 day of July, 2018.



Beverly L. Swain
Notary Public
My Commission Expires: 7/30/19



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EXHIBIT A
Legal Description

A tract of property in the South Half of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama, and in the West Half of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as:

BEGIN at a cross found in rock outcrop, which is locally accepted as the Southwest corner of the Southeast quarter of Section 32, Township 19 South, Range 3 West; thence Northerly along the Westerly line of said quarter section for a distance of 400.08' to a found 1" crimp iron; thence with an interior angle of $180^{\circ}02'41''$ to the left continue Northerly along said Westerly line of said quarter-quarter section for a distance of 917.99' to a found 1" crimp iron; thence leaving the Westerly line of said quarter-quarter section with an interior angle left of $268^{\circ}25'10''$ proceed westerly for a distance of 44.19' more or less to the Easterly right of way margin of railroad right of way as shown on CSX VALMAP 06036, said point lying on a non-tangent circular curve which is along a line offset 50.00' to the East of rail road alignment, said alignment having a $5^{\circ}00'$ degree of curve and an arc length of 336.30'; thence with an interior angle left to the chord to said curve of $96^{\circ}57'08''$ with a chord distance of 259.63', proceed Northerly along said right of way margin for an arc distance of 260.14' to a point, said point lying at the beginning of a curve to the left, said curve being offset 50.00' East of the alignment of said railroad right of way, said alignment being in a spiral curve to the left, said spiral having an angle of $05^{\circ}59'46''$ and a length of 240.00'; thence with an interior angle left, measured from the chord of the previous curve to the chord of said curve of $190^{\circ}12'15''$ with a chord distance of 245.11' proceed Northwesterly along said right of way margin curve being offset 50.00' East of the alignment of said railroad right of way, for an arc distance of 245.20' to a point at the end of said curve; thence with an interior angle left, measured from the chord of the previous curve of $182^{\circ}01'12''$ proceed Northwesterly along said right of way margin being offset 50.00' East of the alignment of said railroad right of way for a distance of 288.89' more or less to the point where the Easterly right of way margin of said railroad right of way intersects the Southerly right of way margin of South Shades Crest Road; thence leaving said Easterly margin of said railroad right of way, as shown on CSX VALMAP 06036, with an interior angle left of $90^{\circ}42'51''$ proceed Northeasterly along the Southerly right of way margin of South Shades Crest Road for a distance of 67.60' to a point, said point lying at the beginning of a curve to the left, said curve having a radius of 663.81' and a central angle of $35^{\circ}33'10''$; thence proceed Northeasterly along the right of way margin of South Shades Crest Road and along the arc of said curve for 411.90' to a point at the intersection of the Southerly right of way margin of South Shades Crest Road and the Southwesterly right of way margin of railroad right of way as shown on CSX VALMAP 47-6, said line being offset 50.00' West of the alignment of said railroad right of way; thence with an interior angle left measured from a line tangent to the previous curve of $78^{\circ}12'04''$ proceed Southeasterly along the Southwesterly right of way margin of said railroad right of way, for a distance of 585.52' to a point; thence with an interior angle left of $90^{\circ}00'00''$ proceed Southwesterly along said right of way margin for a distance of 45.00' to a point, said point lying on the margin of said railroad right of way, being 95.00' Southwest of the alignment of said railroad right of way; thence with an interior angle left of $270^{\circ}00'00''$ proceed Southeasterly along Southwesterly margin of said railroad right of way for a distance of 270.33' to a point, said point being the beginning of a

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curve to the right, said curve offset 95.00' perpendicular and Southwesterly of a spiral curve in the alignment of said railroad right of way, said curve in alignment having an angle of $10^{\circ}23'47''$ and an arc length of 400.00'; thence with an interior angle left of $177^{\circ}30'41''$ to the chord of said curve with a chord distance of 329.42', proceed Southeasterly along said right of way margin for an arc distance of 329.67' to a point; thence with an angle right, measured from the chord of the previous curve of $95^{\circ}07'44''$ proceed Northeasterly along the margin of said railroad right of way for a distance of 45.00' to a point, said point being 50.00' Southwest of the alignment of said railroad right of way, and being the beginning of a curve to the right, said curve offset 50.00' perpendicularly and Southwesterly of a spiral curve in the alignment of said railroad right of way, said curve in alignment having an angle of $10^{\circ}23'47''$ and an arc length of 400.00'; thence with an interior angle left of $88^{\circ}38'55''$ to the chord of said curve with a chord distance of 55.27', proceed Southeasterly along said right of way margin and along the arc of said curve for 55.28' to a point, said point being the beginning of a circular curve to the right, said curve offset 50.00' perpendicular and Southwesterly to a curve in the alignment of said railroad right of way, said curve in alignment having a degree of curve of $5^{\circ}12'$ and an arc length of 872.92'; thence with an interior angle left, measured from the chord of the previous curve of $155^{\circ}52'35''$ to the chord of said curve with a chord distance of 811.97', proceed Southerly along said right of way margin and along the arc of said curve a distance of 833.60' to a point, said point being the beginning of a curve to the right along a line offset 50.00' perpendicular and Northwesterly to a spiral curve in the alignment of said railroad right of way, said spiral curve in alignment having an angle of $10^{\circ}23'47''$ and an arc length of 400.00'; thence with an interior angle left, measured from the chord of the previous curve, of $150^{\circ}19'56''$ to the chord of said curve with a chord distance of 390.36' proceed Southwesterly along said right of way margin for an arc distance of 390.94' to a point at the end of said curve; thence with an interior angle left, measured from the chord of the previous curve, of $176^{\circ}34'33''$ proceed Southwesterly along margin of said railroad right of way for a distance of 561.31' to a point, said point being the beginning of a curve to the left and offset 50.00' perpendicular to and Westerly from a spiral curve in the alignment of said railroad right of way as shown in CSX VALMAP 47-7, said curve in alignment having an angle of $4^{\circ}37'09''$ and an arc length of 231.00'; thence with an interior angle left of $181^{\circ}32'38''$ measured to the chord of said curve with a chord distance of 234.29' proceed Southwesterly along said right of way margin for an arc distance of 234.32' to a point, said point being the beginning of a circular curve to the left and offset 50.00' perpendicular and Westerly from a circular curve in the alignment of said railroad right of way, said curve in alignment having degree of curve of $4^{\circ}00'$ and an arc length of 1487.0'; thence with an interior angle left measured from the chord of the previous curve of $185^{\circ}30'13''$ to the chord of said curve, with a chord distance of 127.01' proceed Southwesterly along said right of way margin for an arc distance of 127.05' to a point; thence with, an interior angle left, measured from the chord of the previous curve of $92^{\circ}27'17''$ proceed Westerly along said right of way margin for a distance of 35.00' to a point, said point being the beginning of a curve to the left and offset 85.00' perpendicular to and Westerly from a circular curve in the alignment of said railroad right of way, said curve in alignment having degree of curve of $4^{\circ}00'$ and an arc length of 1487.0'; thence with an interior angle left of $287^{\circ}56'17''$ to the chord of said curve, with a chord distance of 934.86' proceed Southerly along said right of way margin for an arc distance of 950.31' to a point; thence with an angle right, measured from the chord of the previous curve, of $72^{\circ}03'43''$ proceed Northeasterly along said right of way margin for a distance of 35.00' to a point, said point being the beginning of a curve to the left and offset 50.00' perpendicular to and Westerly from a circular curve in the alignment



of said railroad right of way, said curve in alignment having degree of curve of $4^{\circ}00'$ and an arc length of 1487.0'; thence with an interior angle left of $99^{\circ}22'02''$ to the chord of said curve with a chord distance of 482.65' proceed Southeasterly along said right of way margin for an arc distance of 484.80' to a point, said point being the beginning of a curve to the left and offset 50.00' perpendicular to and Westerly from a spiral curve in the alignment of said railroad right of way, said spiral curve in alignment having angle of $4^{\circ}37'09''$ and an arc length of 231.00'; thence with an interior angle left measured from the chord of the previous curve of $192^{\circ}24'58''$ to the chord of said curve with a chord distance of 234.29', proceed Southeasterly along said right of way margin for an arc distance of 234.32' to a point at the end of said curve; thence with an interior angle left, measured from the chord of the previous curve of $181^{\circ}32'38''$ proceed Southeasterly along said right of way margin for a distance of 378.33', more or less, to a point at the intersection said right of way margin, offset 50.00' perpendicular to and Westerly from the alignment of said railroad right of way, and the Easterly line of the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West; thence leaving the margin of said railroad right of way with an interior angle left of $135^{\circ}49'58''$ proceed Southerly along said Easterly line of quarter-quarter section for a distance of 191.21' to found capped iron (Paragon); thence leaving said quarter-quarter line with an interior angle of $37^{\circ}27'43''$ proceed Northwesterly for a distance of 1564.85' to a found uncapped $\frac{1}{2}''$ rebar; thence with an interior angle left of $230^{\circ}32'06''$ proceed Westerly for a distance of 372.65' to a found 1" open top pipe; thence with an interior angle left of $92^{\circ}05'58''$ proceed Northerly, for a distance of 373.40', more or less to a point lying on the Easterly right of way margin of said railroad right of way as shown on CSX VALMAP 06036, said point being the beginning of a circular curve to the left and offset 50.00' perpendicular and Easterly from a curve in the alignment of said railroad right of way, said curve in alignment having degree of curve of $6^{\circ}00'$ and an arc length of 426.90'; thence with an interior angle left of $172^{\circ}21'39''$ to the chord of said curve, with a chord distance of 325.28', proceed Northerly along said right of way margin for an arc distance of 326.71' to a point, said point being the beginning of a curve to the left and offset 50.00' perpendicular and Easterly from a spiral curve in the alignment of said railroad right of way, said spiral curve in alignment having angle of $9^{\circ}17'45''$ and an arc length of 310.00'; thence with an interior angle left, measured from the chord of the previous curve of $195^{\circ}27'57''$ to the chord of said curve and a chord distance of 317.52', proceed Northerly along said right of way margin for an arc distance of 317.68' to a point at the end of said curve, said point also lying on the Westerly line of the Northeast quarter of Section 5, Township 20 South, Range 3 West; thence leaving said Easterly right of way margin of said railroad right of way with an interior angle left, measured from the chord of the previous curve of $172^{\circ}10'23''$ proceed Northerly along said West line of said quarter section a distance of 311.55' to the POINT OF BEGINNING.



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EXHIBIT B
Additional Permitted Encumbrances

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by a current accurate and complete survey or inspection of the Property, including but not limited to, liens, encumbrances, easements, claims of easements, rights-of-way, rights of access of others, utility lines, boundary line disputes, overlaps, gaps, gores, encroachments, public or private roads, highways, cemeteries, improvements, structures, and/or railroads. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.

2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.

3. Less and except any portion of subject properties which may lie within the boundaries of any roadway or railway.

4. Subject to the terms, conditions, agreements, and access as set forth in instrument to Steel City Sports Shooting Association recorded in Instrument 20020701000308220, in said Probate Office.

5. Easement for Underground Electric Transmission Line in favor of Alabama Power Company as recorded in Instrument 20100401000097930, in said Probate Office.

6. Agreement with respect to surface uses Lime Green between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. recorded in Instrument 20040323000148640.

7. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20121205000464910.

8. Special Warranty Deed to Minerals Without Surface Rights as to Some Parcels from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20040323000148620 and Instrument 20040323000148630.

9. Conveyance of minerals from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20040323000148570 and Instrument 20040323000148560.

10. Subject to terms and conditions of deed from Tennessee Coal, Iron, & Railroad Company to Atlanta, Birmingham & Atlantic Railroad Company (USS Record #B-7395, aka Jefferson County Deed Volume 615, Page 396), with respect to the Jefferson County subject property.

11. Right-of-way deed from Tennessee Coal, Iron, & Railroad Company to the South and North Alabama Railroad Company (USS Record #7046, aka Jefferson County Deed Volume 663, Page 127), with respect to the Jefferson County subject property.



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12. Subject to terms and conditions of deed from Tennessee Coal, Iron, & Railroad Company to the South and North Alabama Railroad Company (USS Record #B-7421, aka Jefferson County Deed Volume 664, Page 601), with respect to the Jefferson County subject property.

13. Subject to terms and conditions of deed from Tennessee Coal, Iron, & Railroad Company to the South and North Alabama Railroad Company (USS Record #B-7422), with respect to the Shelby County subject property.

14. Subject to terms and conditions of deed from United States Steel Corporation to Louisville & Nashville Railroad Company (USS #B-13574), with respect to the Shelby County subject property.

15. Right-of-way deed from the South and North Alabama Railroad Company to the Tennessee Coal, Iron, & Railroad Company (USS #7049, aka Shelby County Deed Volume 46, Page 618), with respect to the Shelby County subject property.

16. Subject to easements as set forth in the deed to Brock's Gap Training Center, Inc. as recorded in Jefferson County BK: LR201513 Pg: 7158 and Shelby County 20081024000417110.



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EXHIBIT C
Easement "A" and Easement "B"

Easement "A"

An easement running along an existing road, said road extending from the Easterly line of the subject property to the North line of the Northeast quarter of the Northwest quarter of said Section 5 and being more particularly described as follows: Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said 1/4-1/4 section for 370.00 feet; thence deflect $60^{\circ}35'10''$ and run to the right in a Southeasterly direction for 424.08 feet to the Point Of Beginning of the herein described centerline; thence deflect $116^{\circ}19'13''$ and run to the left in a Northeasterly direction along the centerline of an existing paved road for 78.51 feet; thence deflect $80^{\circ}00'00''$ and run to the left in a Northwesterly direction along said centerline for 518.67 feet; thence run along the arc of a curve to the right having a central angle of $15^{\circ}32'53''$ and a radius of 1000.00 feet in a Northwesterly direction along said centerline for 271.38 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 846.86 feet; thence run along the arc of a curve to the right having a central angle of $8^{\circ}17'08''$ and a radius of 925.0 feet in a Northwesterly to Northerly direction along said centerline for 133.76 feet to a point on the North line of the Northeast quarter of the Northwest quarter of said Section 5, 1/4-1/4 section and being the end of the herein described centerline.

Easement "B"

An easement running along an existing road, said road extending from the Westerly line of Southwest quarter of the Southeast quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama to the Southerly right-of-way of South Shades Crest Road and being more particularly described as follows: Commence at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 32 and run in a Southerly direction along the West line of said 1/4-1/4 section for 307.11 feet to the Point Of Beginning of the herein described centerline; thence deflect $174^{\circ}06'06''$ and run to the left in a Northerly direction along said centerline for 291.75 feet; thence run along the arc of a curve to the left having a central angle of $20^{\circ}59'23''$ and a radius of 400.00 feet in a Northerly direction along said centerline for 146.54 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 694.0 feet, more or less, to the Southerly right-of-way of South Shades Crest Road and the end of the herein described centerline.


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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name:	United States Steel Corporation	Grantees' Name:	SB Dev. Corp.
Mailing Address:	600 Grant Street, Suite 1500 Pittsburgh, PA 15219	Mailing Address:	3545 Market Street Hoover, AL 35226 Attn: Dwight Sandlin
Property Address:	Located in the South ½ of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama. Located in the West ½ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama	Date of Sale:	_____, 2018
			Total Purchase Price: \$250,000.00 or Actual Value: or Assessor's Market Value:

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required):

_____ Bill of Sale
_____ Sales Contract
_____X_____ Closing Statement
_____ Appraisal
_____ Other: _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 7/30, 2018

X Unattested

Approved as
to form:

WLS

GRANTOR:
United States Steel Corporation

William L. Silver, III

By: William L. Silver, III
Director - USS Real Estate, a division of
United States Steel Corporation

