

This instrument was prepared by:

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1819 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

**WAIVER AND RELEASE**

THIS WAIVER AND RELEASE made on this 8<sup>th</sup> day of September, 2022, by and between UNITED STATES STEEL CORPORATION, a Delaware Corporation (referred to herein as “USSC”), and RGGS LAND & MINERALS, LTD., L.P., a Delaware limited partnership (with its successors and assigns collectively referred to therein as “RGGS”).

**WITNESSETH**

WHEREAS, USSC and RGGS are currently parties to that certain “Agreement with Respect to Surface and Subsurface Uses – Yellow Cross Hatch”, (the “Yellow Use Agreement”) entered into on the 26<sup>th</sup> day of February, 2004, by and between USSC and RGGS, and recorded in the Probate Office of Shelby County, Alabama as document 20040323000148590; and

WHEREAS, USSC and RGGS are currently parties to that certain “Agreement to Grant Easements” dated February 26, 2004, by and between U.S. Steel and RGGS and recorded the Probate Office of Shelby County, Alabama as document 20121205000464910 (hereinafter the “Agreement to Grant Easements”); and

WHEREAS, USSC intends to sell the real property described on “EXHIBIT A” and made a part hereof (hereinafter the “Property”) to ROUND TOO INVESTMENTS, LLC, an Alabama limited liability company, which is included in the legal description of the Yellow Use Agreement, and the Agreement to Grant Easements; and

WHEREAS, RGGS has agreed to release the Property from the Yellow Use Agreement and the Agreement to Grant Easements; and

WHEREAS, RGGS and USSC are willing to execute and deliver this Waiver and Release; and

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration recited herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, RGGS and USSC agree as follows:

1. RGGS and USSC agree that the Yellow Use Agreement and the Agreement to Grant Easements shall not affect or be binding on any portion of the Property and they do hereby waive and release any and all rights and obligations set forth in the Yellow Use Agreement and the Agreements to Grant Easements that may be binding on or otherwise affect the Property.
2. The real property described on EXHIBIT A, attached hereto and incorporated herein, totaling approximately 39 acres, more or less, is hereby subtracted, removed, and excluded from the Lands covered by the Yellow Use Agreement and Agreement to Grant Easements.
3. This Waiver and Release is binding on RGGS, USSC and their respective successors and assigns.
4. This Waiver and Release may be executed in multiple counterparts, each of which shall be deemed an original, but which, when taken together, shall constitute one document.

**IN WITNESS WHEREFORE,** RGGS and USSC have caused this Waiver and Release to be executed by their duly authorized officers or representatives on the day first written above.

(Signatures found on the following pages)

UNITED STATES STEEL CORPORATION

By: [Signature]  
Name: Jammie P Cowden  
Title: Director – USS Real Estate

STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, whose name as Director – USS Real Estate, 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 8 day of September, 2022.

[Signature]  
Notary Public

My Commission Expires: 7/30/2023



**RGGS LAND & MINERALS, LTD., L.P.**  
**By Gordy Oil Company, a Texas**  
**Corporation, Its General Partner**

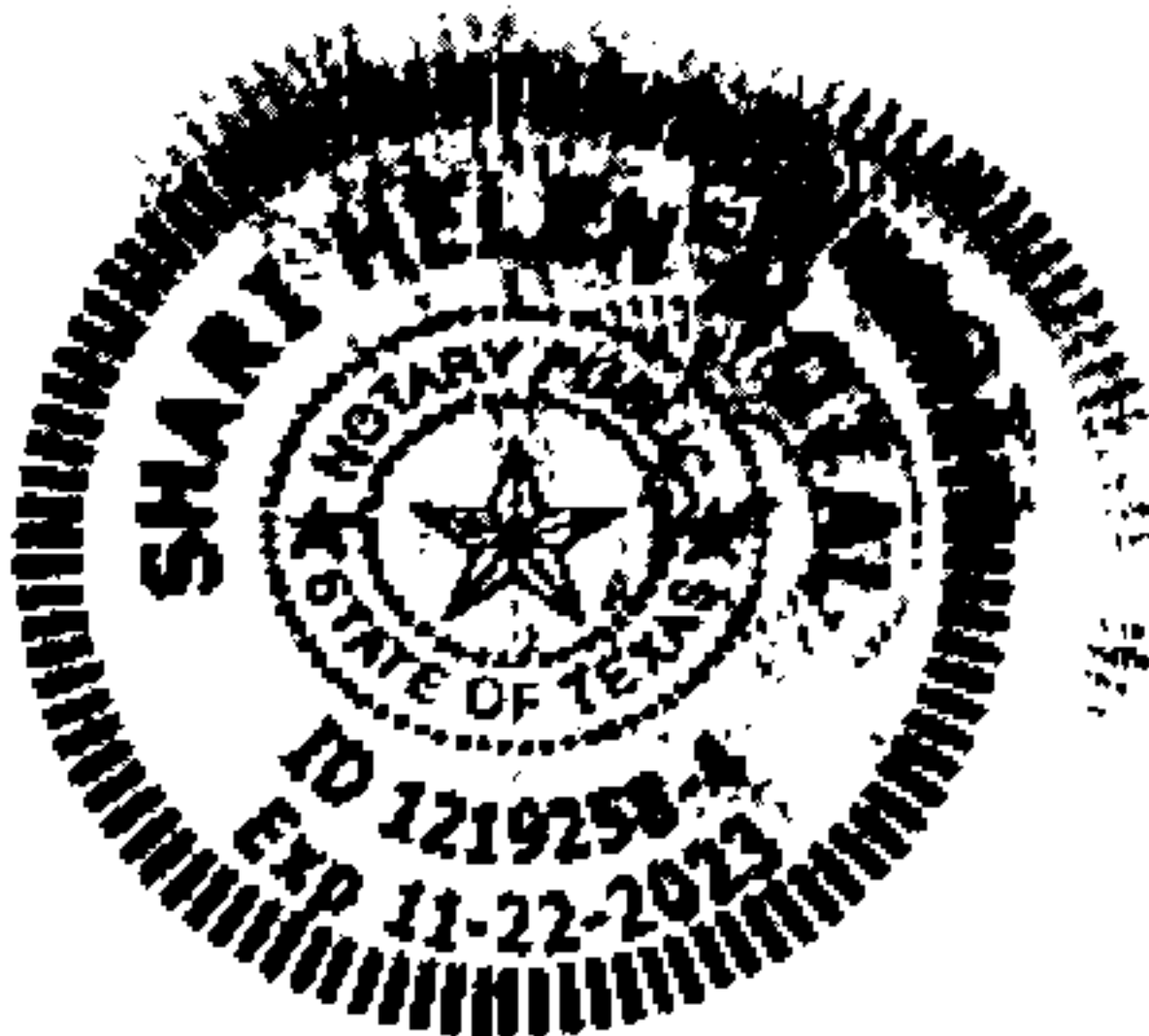
By: Sharin A. Scott  
Name: Sharin A Scott  
Its: CFO/Treasurer

STATE OF TEXAS                    )  
COUNTY OF HARRIS            )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that SHARIN A. SCOTT, whose name as CFO/Treasurer of Gordy Oil Company, a Texas Corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and seal of office this, the 25<sup>th</sup> day of August, 2022.

[SEAL]



Shari Helen Motal  
Notary Public

My Commission Expires: 11-22-2023



**EXHIBIT A**

**Legal Description of Parcel B**

A tract of land located in the Northeast  $\frac{1}{4}$  of Section 32, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

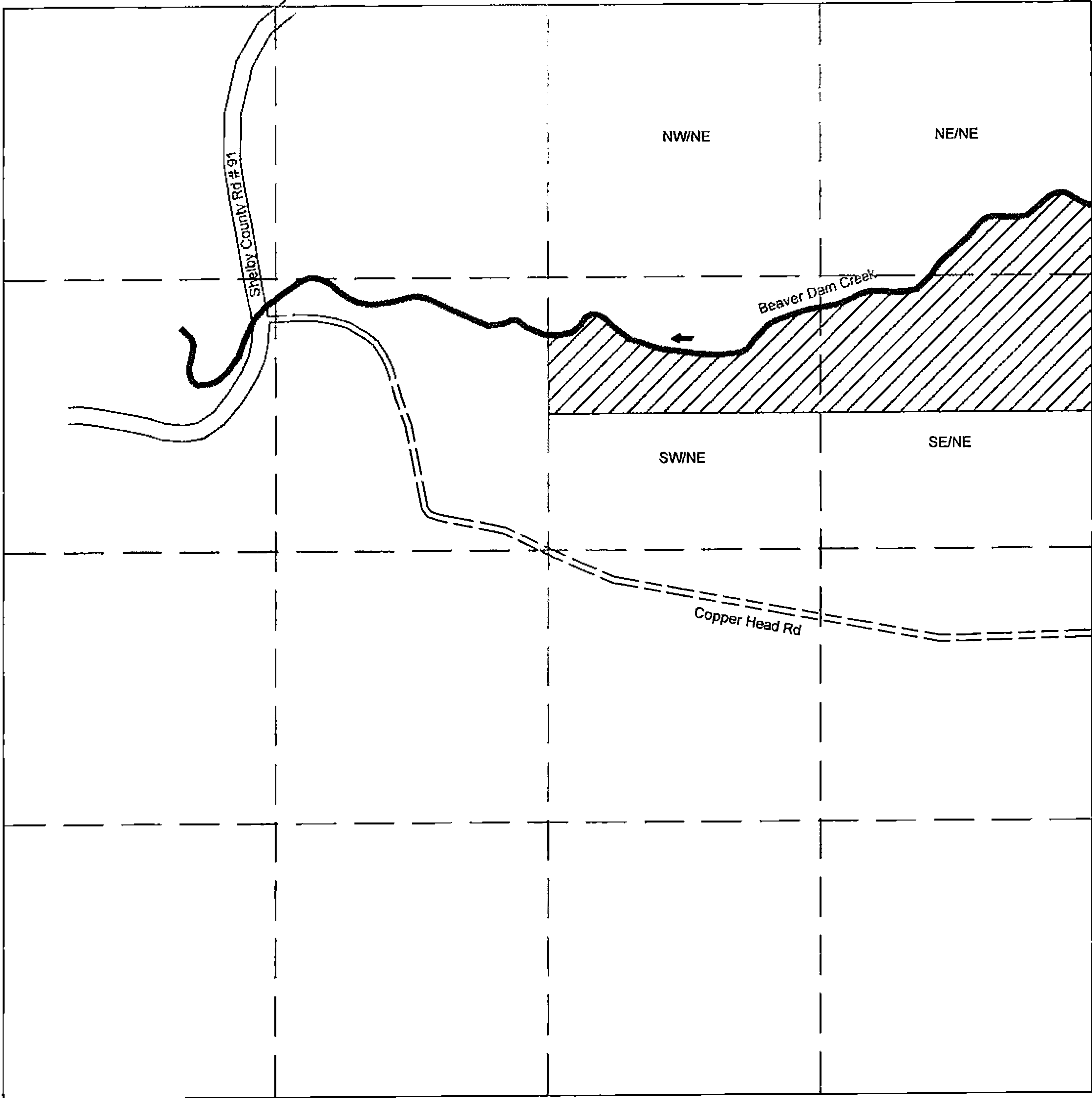
That part of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  lying South of Beaver Dam Creek; that portion of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  lying South of Beaver Dam Creek. Containing 39 acres, more or less.

Tax#: Part of 13-9-32-0-000-001.000  
Part of 13-9-32-0-000-002.000



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/09/2022 01:37:39 PM  
\$38.00 JOANN  
20220909000351830

*Allie S. Bayl*



Section 32, Township 20 South, Range 3 West, Shelby County, Alabama

 The Property

*39 acres (+/-)*