

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)



20101217001405620 1/7
Bk: LR201010 Pg: 19864
Jefferson County, Alabama
I certify this instrument filed on:
12/17/2010 01:29:43 PM REST
Judge of Probate- Alan L. King

**SECOND AMENDMENT TO GRAND RIVER NORTH COMMERCIAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO GRAND RIVER NORTH COMMERCIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 16th day of December, 2010 by UNITED STATES STEEL CORPORATION, a Delaware corporation (the "Developer").

RECITALS:

Developer has heretofore executed the Grand River North Commercial Declaration of Covenants, Conditions and Restrictions dated as of September 10, 2009 (the "North Commercial Declaration") which has been recorded in Bk: LR200909, Page 7183 in the Office of the Judge of Probate of Jefferson County, Alabama ("Probate Office"), as amended by First Amendment thereto dated October 27, 2010 and recorded in Bk: 201009, Page 5827 in said Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the North Commercial Declaration.*

Contemporaneously herewith, Developer has sold and conveyed to Moore Oil Co., Inc. Lot 3, according to the Final Plat of Grand River Boulevard West, as recorded in Map Book 233, Page 50 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Gas Station Lot"). The Gas Station Lot is subject to and encumbered by all of the terms and provisions of the North Commercial Association.

Developer is the owner of that certain real property situated in Jefferson County, Alabama which (a) lies within 500 feet of the "Center of Radius of Property Line" of the Gas Station Lot, as depicted on Exhibit A-1 attached hereto and incorporated herein by reference (the "500-Foot Radius Property") and (b) is directly east of the 500-Foot Radius Property having as its boundaries, Grand River Boulevard West to the north, U.S. Highway 78 to the South, Grand River Parkway North to the east and the 500-foot Radius Property to the west (the "Highway 78 Frontage") which is depicted on Exhibit A-1 hereto (which 500-Foot Radius Property and Highway 78 Frontage are more particularly shown and depicted in diagonal lines on Exhibit A-1 hereto and are hereinafter collectively referred to as the "Restricted Parcels"). The Restricted Parcels are also subject to and encumbered by all of the terms and provisions of the North Commercial Association.

Pursuant to Section 2.03 of the North Commercial Declaration, Developer desires to amend the North Commercial Declaration in order to prohibit the use of any portion of the Restricted Parcels for the primary operation of a convenience store containing gasoline pumps for the sale of retail motor fuel, subject to the remaining terms and provisions of this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend Section 6.01 by adding the following:

“(c) With respect to the Restricted Parcels only, for so long as the Gas Station Lot is operated on a continuous basis (*i.e.*, at least 40 hours per week) primarily as a retail gas station for the retail sale of motor fuel and a convenience store (collectively, the “Gas Station Uses”), then the Restricted Parcels shall not be used primarily for Gas Station Uses. In the event the Gas Station Lot ceases to be used for Gas Station Uses, then the restrictions in this Section 6.01(c) shall automatically terminate, be deemed null and void and of no further force or effect and Developer shall have the right to unilaterally record such instruments as may be necessary or required in order to evidence that the restrictions set forth in this Section 6.01(c) are null and void.”

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and provisions of the North Commercial Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

DEVELOPER:

UNITED STATES STEEL CORPORATION, a
Delaware corporation

By:

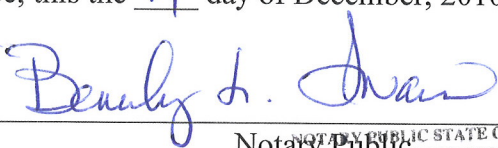


Thomas G. Howard
General Manager –Southeast
of USS Real Estate, a division of United States
Steel Corporation

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast 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 14 day of December, 2010.



Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]

This instrument prepared by and upon recording should be returned to:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

EXHIBIT A-1

Map of the Restricted Parcels

(see attachment)

EXHIBIT A-1 GAS/CONVENIENCE STORE RESTRICTED PARCELS

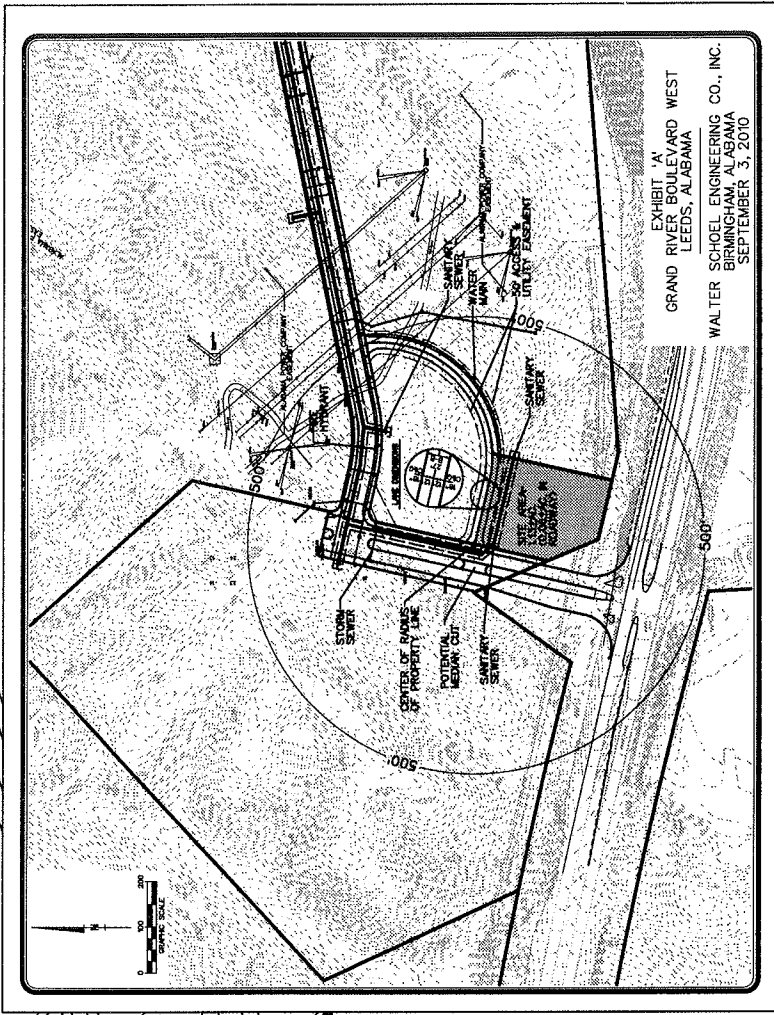
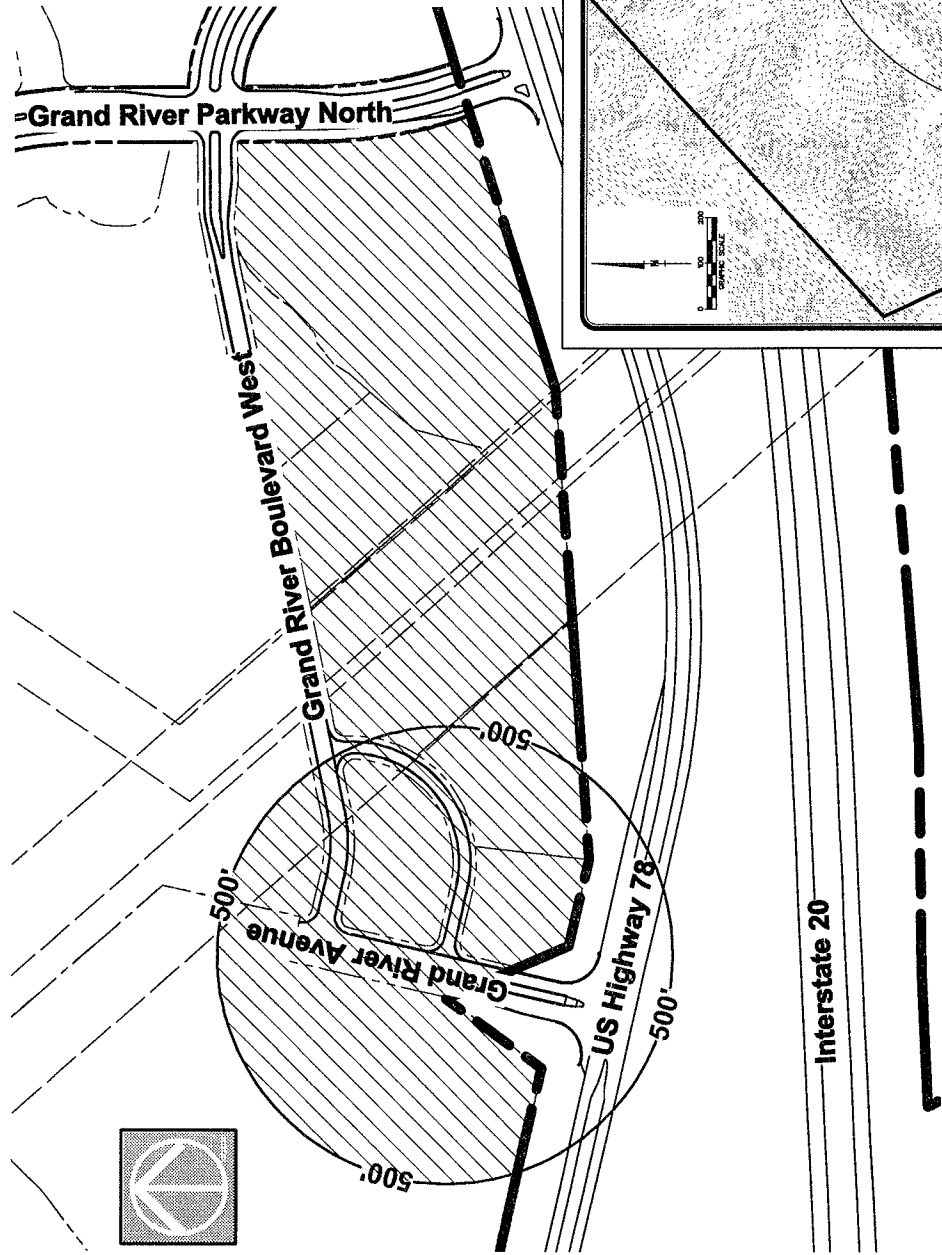


EXHIBIT 'A'
GRAND RIVER BOULEVARD WEST
LEEDS, ALABAMA
WALTER SCHOEL ENGINEERING CO., INC.
BIRMINGHAM, ALABAMA
SEPTEMBER 3, 2010

**Consent of
The Teachers' Retirement System of Alabama and
The Employees' Retirement System of Alabama**

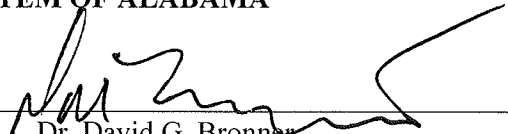
United States Steel Corporation, a Delaware corporation ("Developer") and The Teachers' Retirement System of Alabama, a body corporate of the State of Alabama and The Employees' Retirement System of Alabama, a body corporate of the State of Alabama (collectively, the "RSA") previously entered into that certain Option Agreement dated as of September 10, 2009, as amended by Amendment to Option Agreement dated effective as of October 27, 2010 (collectively, the "Option Agreement"), such Option Agreement being evidenced by that certain Memorandum of Option Agreement dated September 10, 2009 and recorded as Instrument LR200909, Page 7336 in the Office of the Judge of Probate of Jefferson County, Alabama and by that certain Amendment to Memorandum of Option Agreement dated October 27, 2010 and recorded as Instrument LR201009, Page 5830 in the Office of the Judge of Probate of Jefferson County, Alabama. Pursuant to the Option Agreement, the Developer granted to the RSA the right and option to purchase certain real property owned by Developer and more particularly described in the Option Agreement (the "Option Property").

Pursuant to the Second Amendment to Grand River North Commercial Declaration of Covenants, Conditions and Restrictions dated as of December 16, 2010 (the "Amendment"), the 500-Foot Radius Property described therein comprises a part of the Option Property and, as a result, the RSA has been asked to consent to the execution of the Amendment by the Developer. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to such terms in the Amendment.*

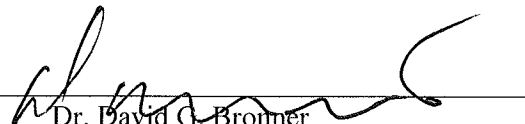
NOW, THEREFORE, the RSA does hereby consent to the execution of the Amendment by the Developer and acknowledges that the Amendment prohibits the use of any of the 500-Foot Radius Property for Gas Station Uses, subject to the terms and conditions set forth in the Amendment.

Dated this 16th day of December, 2010.

**THE TEACHERS' RETIREMENT
SYSTEM OF ALABAMA**

By: 
Dr. David G. Bronner
CEO

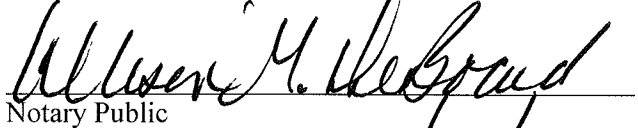
**THE EMPLOYEES' RETIREMENT
SYSTEM OF ALABAMA**

By: 
Dr. David G. Bronner
CEO

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dr. David G. Bronner, whose name as CEO of The Teachers' Retirement System of Alabama and The Employees' Retirement System of Alabama, each a body corporate of the State of Alabama, 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 bodies corporate.

Given under my hand and seal of office, this the 30 day of ^{November}~~December~~, 2010.


Notary Public

My Commission Expires: 1/10/11

[NOTARIAL SEAL]

20101217001405620 7/7
Bk: LR201010 Pg: 19864
Jefferson County, Alabama
12/17/2010 01:29:43 PM REST
Fee - \$23.00
Total of Fees and Taxes-\$23.00
HATCHERK