

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 06-10242
Non-Argument Calendar

<p>FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT May 17, 2006 THOMAS K. KAHN CLERK</p>

D. C. Docket No. 03-03027-CV-HS-S

IRON MOUNTAIN CONSTRUCTION,

Plaintiff-Appellant,

versus

U.S. STEEL GROUP,
a unit of USX Corporation,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Alabama

(May 17, 2006)

Before TJOFLAT, BLACK and PRYOR, Circuit Judges.

PER CURIAM:

Iron Mountain Construction appeals the district court's grant of summary judgment in favor of U.S. Steel Group, in Iron Mountain's action for breach of contract against U.S. Steel. This contract dispute arose when U.S. Steel terminated its contract with Iron Mountain. Iron Mountain asserts the district court erred in concluding: (1) the parties had not modified the clause in the original contract providing that U.S. Steel could terminate the agreement with 30 days notice; (2) the parties' course of dealing did not limit U.S. Steel's right to terminate the contract; (3) U.S. Steel did not violate the implied duty of good faith; (4) no damages were sustained in the termination of the contract; and (5) punitive damages were not recoverable. After reviewing the record and the parties' briefs, we find no error in the district court's grant of summary judgment, and affirm for the reasons stated in the district court's order of January 3, 2006.

AFFIRMED.