An agreement made and entered into this 5th day of October 1909, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

Alabama Fuel and Iron Company, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Iron Company, party of the second part; Witnesseth: That

Whereas, the Iron Company in the development of two certain coal mines owned or controlled by it, both of which are situate on the east side of the right of way of the Railway Company for its main track running between Blockton and Gurnee Junction, one at Aden, in the County of Shelby and State of Alabama, and the other at Marvel, in the county of Bibb and State of Alabama, has heretofore excavated an entrance or opening to each of said mines, in, through and across the said right of way, and beneath the said main track of the Railway Company, and, Whereas, the Iron Company desires to obtain from the Railway Company the right, privilege or license to maintain and use the said existing mine openings heretofore excavated by it in and through the said right of way of the Railway Company, as aforesaid, and the further

right, privilege or license, to effect a similar entrance or opening to its said mine at said Adee, in, through and across the said right of way of the Railway Company, at a point 40 feet south of the said existing opening; and Whereas, the Railway Company is willing to grant to the Iron Company the aforesaid privileges, desired by it, but upon the terms and conditions hereinafter expressed:

Now Therefore, in consideration of the covenants of the Iron Company upon its part faithfully to be kept and performed, as hereinafter expressed, the Railway Company will, and hereby does grant unto the Iron Company the right, privilege or license to excavate the said proposed entrance or opening into the said mine of the Coal Company at said Adee, in, through and across the said right of way and beneath the said main track of the Railway Company at said point, and the further right to maintain and use the same, as well as the said existing openings, to facilitate the operation and development by the Iron Company of its said mines; the locations and dimensions of the said proposed and existing openings being substantially as shown upon the blue-print maps hereto annexed and made a part of this agreement.

And the Iron Company hereby covenants and agrees in consideration of said privileges:

1. That the work of excavating said proposed opening, as well as the work of safeguarding and protecting the same and the said existing openings, now and hereafter, shall be done and performed by the Iron Company, at its sole cost and expense, and in all respects in accordance with plans and specifications to be approved by the Chief Engineer Maintenance of Way of the Railway Company, or his duly authorized representative; such work to be at all times done and performed by the Iron Company under the supervision, and in accordance with the direction of, a section foreman or other proper roadway officer of the Railway Company.

2. That it will indemnify and save harmless

the Railway Company against any and all loss or damage to property, tracks or equipment of the Railway Company, and against any and all claims, demands, suits, judgments or sums of money accruing to the Iron Company, or to any other party, against the Railway Company, for loss or injury, however caused or resulting, either to person or estate, and arising by reason of, or in connection with, the excavation by the Iron Company of the said mine openings, or any of them, in, through or across the said right of way of the Railway Company, or the subsequent maintenance or use of the same.

3. That the right of way of the Railway Company for its said main track at each of said points is fifty (50) feet in width on either side of the center line thereof.

4. That in the event that the said openings, or any of them, should, at any time hereafter, in the judgment of the Railway Company, by reason of improper maintenance, or otherwise, become, or be considered to be, a source of danger to the operations by the Railway Company upon its said railroad, or likely to cause damage to the right of way or property of the Railway Company, and the Iron Company, its successors or assigns, shall fail to promptly repair the same to the satisfaction of the Railway Company, upon notice, in writing, so to do, served upon it or them by the Railway Company, then and in such event, and at all events upon the abandonment by the Iron Company, its successors or assigns, of the operation of said mines, or either of them, the Iron Company will, and its successors and assigns shall, discontinue the use of the opening or openings to such mine or mines as may be so abandoned, or of such opening or openings as may, in the judgment of the Railway Company, be unsafe, and will fill in the same and construct a permanent drain therefor, in all respects in accordance with the requirements of the Railway Company; or, in default thereof, the Railway Company may itself

fill in said openings and construct such permanent drains, but at the cost and expense of the Iron Company.

In Witness Whereof, the parties hereto have caused these presents to be executed, and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

L.S. Southern Railway Co. Seal

attest: Southern Railway Company.

G. R. Anderson By C. H. Ackert.

Ass't Secretary Vice-President & General Manager.

Ala. Fuel & Iron Co. Seal

L.S. attest: Overton Fulton Alabama Fuel & Iron Company,

9-30-09-bl. Secretary. By Chas. F. DeBardeleben,

Vice President & Mgr.

State of Alabama, Jefferson County. } I, R. T. Daniel, a Notary Public in and for said County in said State, hereby certify that Chas. F. DeBardeleben and Overton Fulton, whose names as Vice President & Mgr. and Secretary of the Alabama Fuel & Iron Company, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

And the said Overton Fulton, Secretary, as aforesaid, being by me first duly sworn, says that he knows the corporate seal of said Alabama Fuel & Iron Company; that the seal affixed to the foregoing instrument is the corporate seal thereof, and that he affixed said seal to said instrument by authority of the Board of Directors of said corporation, and by like authority, signed his name in attestation thereof and of the execution of said instrument by the said Vice President & Mgr. of said corporation.

Given under my hand and official seal, at office, in said County, on this 5th day of October, 1909.

R. T. Daniel

Notary Public

Notary Seal Public

District of Columbia, City of Washington. } ss: I, Pearce Hanna, a Commissioner of Deeds for the State of Alabama in the District of Columbia, hereby certify that C. H. Ackert and George R. Anderson, whose names as Vice President & General Manager and Assistant

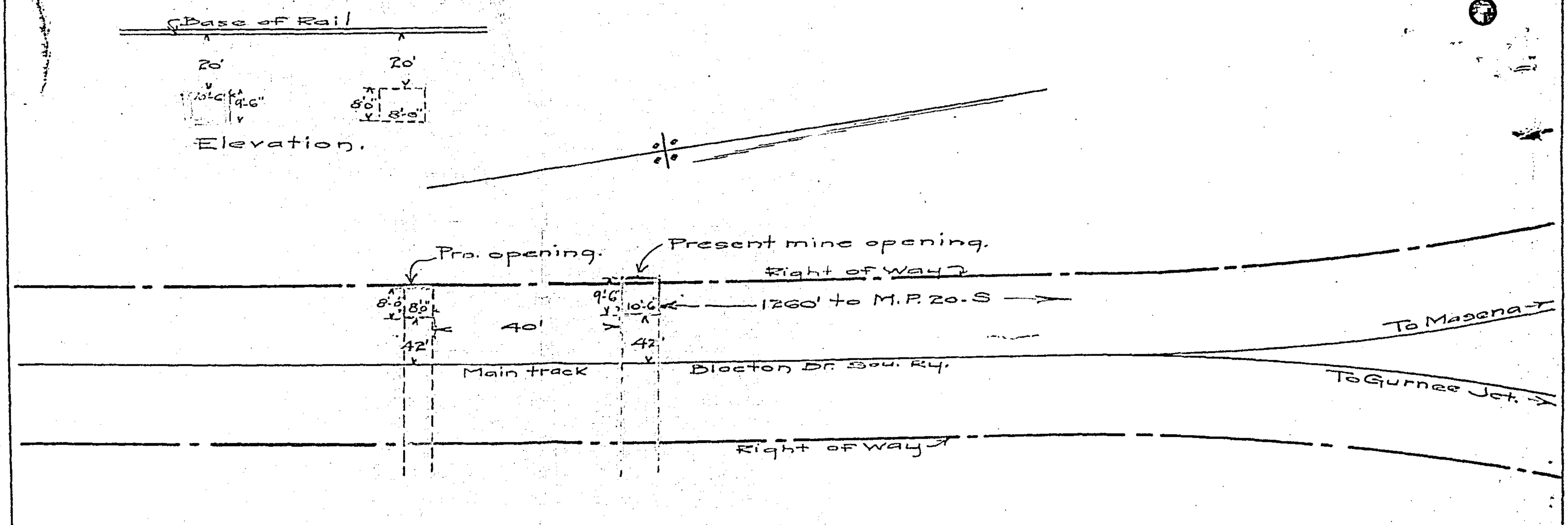
Secretary of the Southern Railway Company, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

And the said George R. Anderson, assistant Secretary, as aforesaid being by me first duly sworn, says that he knows the corporate seal of said Southern Railway Company; that the seal affixed to the foregoing instrument is the corporate seal thereof, and that he affixed said seal to said instrument by authority of the Board of Directors of said Corporation, and by like authority, signed his name in attestation thereof and of the execution of said instrument by the said Vice President & General Manager of said Corporation.

Given under my hand and official seal, at office in said City of Washington, on this 15th day of October 1909.

Seal

Pedrice Hamm, (Seal)
Commissioner of Deeds for the State of Alabama in the District of Columbiana



Southern Railway.

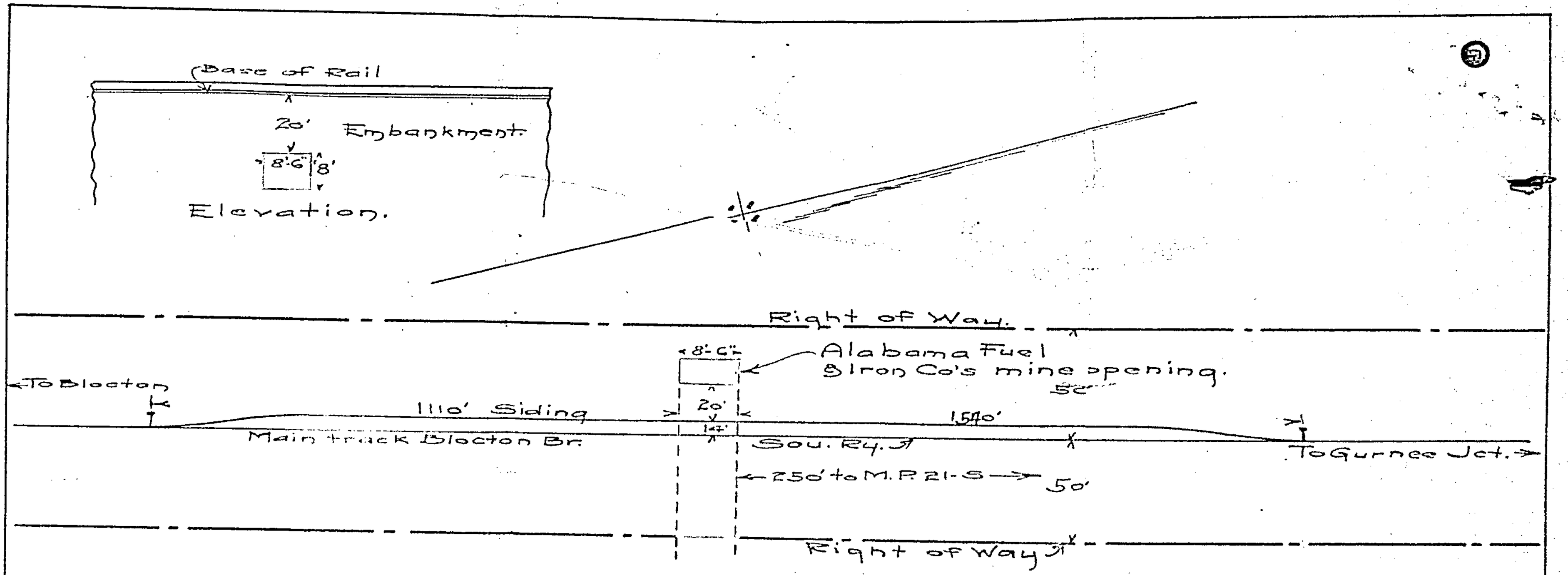
ADEN-ALA.

Showing present and proposed mine openings of Alabama Fuel & Iron Co.

No scale. S.J.B. Aug-1-1909.

Information by Supt.

Office of
Eng. M.W. West Dist.
Birmingham-Ala



Southern Railway.

MARVEL-ALA.

Showing mine opening of Alabama Fuel & Iron Co.

No scale. S.J.B. Aug-1-1909.

Information by Supt.

Office of
Eng. M.W. West Dist.
Birmingham - Ala.

Seal

Filed and recorded December 2nd 1909-
A. P. Langhorne Judge of Probate.