Agreement.

State of Alabama County of Jefferson

THIS AGREEMENT, entered into this 6th day of July, 1928, by and between the Tennessee Coal, Iron and Railroad Company, party of the first part and hereinafter for convenience called the "Tennessee Company", and the Straven Coal Mining Company, party of the second part and hereinafter for convenience called the "Straven Company"; WITNESSETH:

WHEREAS, By an anstrument of agreement dated the 30th day of April, 1924, by and between the Tennessee Coal, Iron amd Railroad Company, the Montevallo-Shelby Coal Company and the Montevallo-Straven Coal Company, the Montevallo-Straven Coal Company, subject to certain conditions and for the consideration therein expressed, was granted the right to mine and remove all the coal contained in the No. 3 Montevallo Seam in certain described land located in Township 21 South, Range 3 West, Shelby County, Alabama, reference being here made to said agreement for more specific description of said land, and said agreement dated April 30, 1924, is hereby referred to and made a part hereof; and

WHEREAS, bankruptcy proceedings have heretofore been instituted against the Montevallo, Straven Coal Company and the Straven Company has purchased from the trustess in bankruptcy all of the right, title and interest of the Montevallo-Straven Coal Company in and to all mining machinery, equipment, structures and other properties located upon the land leased by the Tennessee Company unto the Montevallo-Straven Coal Company under said agreement dated April 30, 1924; and

WHEREAS, the Straven Company now requests of the Tennessee Company that it be permitted to assume all of the obligations and responsibilities of the Montevallo-Straven Coal Company under said agreement dated April 30,1924, in order that said Straven Company may continue to mine all the remaining coal which the Montevallo-Straven Coal Company was obligated to mine under said agreement; and,

WHEREAS, the Tennessee Company is willing to give its consent to the assumption by the Straven Company of the obdigations of the Montevallo-Straven Coal Company under proper conditions and for proper consideration;

THEREFORE:

- (1) The Tennessee Company, in consideration of the payments to it of sums of money now due and hereafter to become due and for the further consideration of the covenants of the Straven Company hereinafter referred to or expressed to be kept and performed, hereby grants unto the Straven Company the right to assume all of the obligations and responsibilities of the Montevallo-Straven Coal Company under agreement dated April 30th, 1924, providing for mining of coal contained in the No. 3 Montevallo Seam in certain land described in said agreement, and the Straven Company hereby assumes full responsibility for the performance of all obligations of the Montevallo-Straven Coal Company under said agreement dated April 30th, 1924; and, in the exercise by the Straven Company of the rights heretofore granted unto the Montevallo-Straven Coal Company, the Straven Company hereby agrees to be governed by all of the terms and conditions of the aforesaid agreement dated April 30, 1924, and the additional covenants set forth herein;
- money due heraunder, a lien is hereby given by the Straven Company unto the Tennessee Company on all mining machinery, equipment, structures and other properties now located upon the land described in said agreement dated April 30,1924, and on all mining machinery, equipment, structures and other properties that may be hereafter placed upon said land, and the Straven Company shall not remove from its mines, or from the land above referred to any mining machinery, equipment, structures and other properties located upon said land until all sums of money due the Tennessee Company are paid; and in the event of failure of the Straven Company within

thirty (30) days after the Tennessee Company shall have given the Straven Company notice by letter addressed to its last known address of the default in the payment of any sums of money due heraunder and the intention of the Tennessee Company to terminate and cancel this agreement and exercise the lien hereby given, the Tennessee Company shall have the right to take possession of all mining machinery, equipment and other properties used by the Straven Company in mining, removing, preparing or marketing said coal, and after giving ten (10) days notice by posting premises, sell the same at public outcry in front of any door of the Court House of Shelby County, Alabama, to the highest bidder, for cash, and to apply the proceeds of said sale; First, to the payment of any expense incurred in securing possession of said property, advertising selling and conveying, including a reasonable attorney's fee; Second, to the payment of all sums of money due as herein provided; Third, the balance, if any, to be turned over to said Straven Company.

IN WITNESS WHEREOF, the parties heretom have executed this instrument in duplicate, the day and year first above written.

Attest:

(Seal)

F H Beccher, Secretary

TENNIESSEE, COAL, IRON AND RAILROAD COMPANY,

Geo G. Crawford President

STRAVEN COAL MINING COMPANY,

By: D.A. Thomas, President :

Attest: JM Chapman Secreatry

Approved P Bean Bros Division Counsel.

Approved:

F II Joy Lanager Land Department.

The State of Alabama,

Shelby County)

I, Cage Heady Judge of Probate hereby certify that the within Agreement at locldckPII

was filed for record in this office April 20th 1932, and recorded in Deed Record 93 and page 346 and examined, Khriil Hay 3rd 1932 •

Cage Head, Judge of Probate.