AGREEMENT between PEERLESS COAL CORPORATION, a corporation, herein referred to as "Peerless", and THE SOUTHERN MINERAL LAND CORPORATION, a corporation, herein referred to as "SOUTHERN";

Sputhern Mineral Land Company and Peerless-Cahaba Coal Company heretofore under date of December 14, 1926, entered into a lease agreement whereby the former did lease unto the latter certain rights and privileges respecting the mining and removal of coal from the Helena Seam in the lands hereinafter described. Unter the terms of the said lease agreement the said Peerless. Cahaba Coal Company did grant unto the said Southern Mineral Land Company a lien upon all machinery, improvements and equipment placed on the said lands or placed in any mine open thereon as security for payment of all royalties and rents reserved under the said lease agreement and the performance of all of the terms, conditions and covenants therein contained. The said Southern |Mineral Land Company was thereafter adjudicated bandrupt by the United States District Court for the Northern Didtrist of Alabama, and the aforesaid lease agreement together with all of the other assets of the said bankrupt were duly and regularly transferred and conveyed by A.H.Plumb, as Trustee in Bankruptcy for the said Southern Mineral Land Company, bankrupt, to The Southern Mineral Land Corporation, The said Peerless Cahaba CoalCompany did thereafter transfer and assign the said Lease agreement to Peerless which is now the owner of the leasehold estate created thereby. It is the desire of the parties hereto to recognize, ratify and evidence the lien granted by the aforesaid lease agreements;

NOW, THEREFORE, in consideration of the premises and in order to evidence the said lien in the said lease agreement provided and in order to secure
unto Southern all royalties and rents provided to be paid under the said lease
agreement and the performance of all the terms, conditions and covenants as
therein provided, Peerless does hereby grant unto Southern a lien upon all
machinery, improvements and equipment heretofore or hereafter placed on the
following described lands or heretofore or hereafter placed in any mine open thereon,
the said lands being situated in Shelby County, Alabama, to-wit:

East Half of Southeast Quarter and South-west Quarter of Southeast Quarter of Section 13, Township 21 South, Range 4 West,

Also Southwest Quarter, South Half of Northwest Quarter, Southwest Quarter of Northeast Quarter, Northwest Quarter of Southeast Quarter and Southeast Quarter of Southeast Quarter of Section 17; the South-west Quarter, South half of Northwest Quarter, South-east Quarter, South Half of Northeast Quarter of Section 18; the Southeast Quarter, East Half of South-west Quarter, Sputh Half of Northeast Quarter of Section 19; the West Half, West Half of East Half, Southeast Quarter of Northeast Quarter, Southeast Quarter of Southeast Quarter of Section 20; the North Half of North Half of Section 29; the North Half of Northeast Quarter of Southeast Quarter of Section 30, all in Township 21 South, Range 3 West.

South Half of Northwest Quarter and South Half of Northeast Quarter of Section 18, Township 21 South, Range 3 West, and a tract described as follows:

Commencing at a point on the north line of said Section 18,270 feet east of the northwest corner of the Northwest quarter of the Northeast Quarter, thence West along said north line 230 feet to said corner, thence south with the center line of said Section 18 to the Southwest corner of the Northwest Quarter of the North-

east Quarter, thence withouthe land line/east 365 feet, thence in a northerly direction 1320 feet to the point of beginning; also the following tract of land in said Section 18; Commencing at the Southeast corner of said last above described tract, thence with the land line east to the creek, thence with the creek in a northerly direction to a point 100 feet south of the outcrop of the Gholson Seam, thence parallel totand 100 feet south of the outcrop of said Gholson Seam to the eastern line of said tract last above described, thence in a southerly direction along said eastern line to the point of beginning.

And the South Half of the Northwest Quarter and Northeast Quarter of Northwest Quarter of Section 17, Township 21, South Range 3 West.

peerless does hereby further agree with Southern that it shall not remove any of the said machinery, improvements or equipment therefrom until all royalties and rents due or to become due and payable under the said lease agreement shall have been fully paid and Peerless shall have fully complied with all of the terms, conditions and covenants on the part of the lessee contained therein. On the termination of the said lease agreement in any way except by forfeiture, and provided Peerless shall not be in default thereunder, Peerless shall have the right to remove from the said lands, within six months after such termination, all property theretofore placed therein and thereon by said Peerless or by the said Peerless Cahaba Coal Company.

IN WITNESS WHEREOF, said Peerless Coal Corporation has caused this agreement to be executed in its behalf and its corporate seal to be hereunto affixed and attented by its duly authorized officers this 18th day of March, 1933.

Peerless Coal Corporation.

ATTEST C.F. Zuloski Jr., Its Secretary. By W.C. Scott, Its President.

STATE OF ALABAHA, JEFFERSON COUNTY)

I, Louise Thomas, a Notary Public in and for said County, in said State, hereby certify that W.C. Scott, whose name as President of PEERLESS COAL CORPORATION, a 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal , thie the 18th day of March, 1933.

Louise Thomas, Notary Public

STATE OF ELABAMA,

I, Cage Head, Judge of Probate hereby certify that the within agreement was filed for record in this office May 15th 1922 at 1 o'clock PM and recorded in deed record 95 and page 335 and examined, May 17th 1933

Cage Head, Judge of Probate