THIS AGREEMENT made and entered into this 6th day of January, 1933, between THE SOUTHERN

MINERAL LAND CORPORATION, hereinafter called "Southern Corporation", the PEERLESS CAHABA COAL

COMPANY, a corporation, hereinafter called "Peerless Company", THE FIRST NATIONAL BANK OF

BIRMINGHAM, as executor and trustee under the last will and testament of James C. Patterson, deceased, hereinafter called "Trustee", and THE FIRST NATIONAL BANK OF BIRMINGHAM, a banking corporation hereinafter called the "Bank", and PEERLESS COAL CORPORATION, hereinafter called "Peerless Corporation";

## WITNESSETH.

WHIREAS, on December 14, 1926, the Southern Mineral Land Company, a corporation, hereinafter called "Southern Company", executed and delivered to Peerless Company, a mining lease covering certain property of Southern Company located in Shelby County, Alabama, and under the same date southern Company executed and delivered to Peerless Company, Trustee and A. Sicard and agreement permitting said lease to be transferred to the holder of the then existing mortgage on the property of Peerless Company in the principal amount of Fighty Thousand Dollars (\$80,000.00), which said mortgage is still outstanding and unpaid, and is now past due, and is the only existing mortgage on said property held by Trustee and/or Bank; and

WHEREAS, the terms of said mining lease were modified by agreement dated August 22nd, 1932, by and between Southern Company, Peerless Company, Trustee and Bank; and

WHEREAS, Southern Corporation has acquired all the property of Southern Company, including the lands embraced in said mining lease; and

WHEREAS, Peerless Company, Trustee and Bank desire that Peerless Company transfer and assign all its interest in said mining lease to Peerless Corporation, subject to the aforesaid existing mortgage held by Trustee and/or Bank; and Peerless Corporation desires to acquire same; and WHEREAS Peerless Company has no authority to make any transfer or assignment of said mining lease without first obtaining the consent, in writing, of Southern Corporation; and

WHEREAS, Southern Corporation is willing to permit said transfer and assignment to Peerless Corporation, in consideration of the agreement of Peerless Company, Trustee, Bank and Peerless Corporation herein contained;

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties herein contained, it is agreed as follows:

FIRST: Southern Corporation does hereby consent that Peerless Company may transfer and assign to Peerless Corporation, said mining lease, subject to all the terms and conditions of said agreement of August 22, 1932, which said mining lease and said agreement are in no wise modified

SECOND: Peerless Corporation assumes all the liabilities of Peerless Company for prompt payment of all rents and royalties due and/or to become due under the terms of said mining lease and said agreement of August 22, 1932, and agrees to be subject to and bound by all the: terms, conditions, covenants and stipulations contained in said mining lease, and said agreement of August 22, 1932, as fully and to the same extent as if it were the original lessee therein named.

THIRD: Peerless Company, Trustee, Bank and Peerless Corporation hereby agree that Section

1V of said mining lease shall be and is hereby amended to read as follows:

## "Section lv.

"The Lessor excepts and reserves from the aforesaid grant all the coal, oil, gas and other minerals and products not specifically leased hereby on all the lands hereinabove described, and the right to prospect for, mine and remove said coal, oil, gas and other minerals and products so excepted and reserved, together with so much of the surface thereof as the lessor may deem necessary or desirable therefor. Provided, however, the lessor shall have no right to erect any residences upon any portion of the lands described in Section 111 hereof. Provided further, if the lessor should deem it necessary or desirable, in the prospecting for, mining or removal

of any coal, oil, gas or other minerals and products excepted and reserved herein, to drive any slope or shaft, or do any drilling or erect any mining structures, other than residences, on the lands described in Section 111 hereof, and in so doing any buildings theretofore erected by the lessee, under authority herein given, should become useless, or the value of same become impaired, or if it should become necessary to destroy and/or remove any such buildings, the lessor shall pay the reasonable damages thereof, but in no case in excess of the reasonable cost thereof, less depreciation. Provided further, nothing herein contained shall give the lessor the right to mine coal or other minerals through any slope or shaft, or to erect any mining or other structures upon the Southwest quarter of Northeast quarter, or that portion of the Northwest quarter of Northeast quarter described in Section 111 hereof, all in Section 18, Township 21, Range 3 West.

"And said Lessor also reserves all rights of way for railroads, wagonroads, tramroads and other roads, and telephone, telegraph and transmission lines over and across any lands here in described, which it may deem necessary or desirable for the mining and removal of said coal, oil, gas and/or other/products so excepted and reserved, the lessor agreeing that in availing itself of these reservations it will not unreasonably interfere with the mining operations of the lessee, and said lessor also reserves all the water rights herein granted, not required by the lessee for the purpose of mining and removing the coal herein lessed, and all rights of ingress and egress thereto over and from all the lands described herein. Said lessor also excepts and reserves all the surface, timber and mater on the land excepted and reserved in Section 11 hereof."

FOURTH: Peerless Company, Trustee, Bank and Peerless Corporation hereby agree that subdivision (9) of Section V of said mining lease shall be, and is hereby amended by the insertion, at the beginning of said subdivision, of the following:

"(9) On or before the 20th day of each calendar month,"

FIFTH: Peerless Company, Trustee, Bank and Peerless Corporation hereby agree that Section VI of said mining lease be and it hereby is amended so as to provided that the lessee shall furnish the lessor two (2) maps instead of one (1) on the 20th day of January and July of each year as therein now provided, said Section VI not being otherwise amended hereby.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed under seal by their duly authorized officers, in quintuplicate, the day and year first above written.

ATTEST:
Elvä G. Plümb.
Asst. Secretary.

ATCEST:
W C Scott,
Secretary.

ATTEST: Walter W. Kennedy, Asst. Trust Officer.

ATTEST:
Wm W Klutramd
Asst. Cahsier.

ATTEST: C.F.Zuloski, Jr., Secretary. THE SOUTHERN MINERAL LAND CORPORATION, By A. H. Plumb-V-President.

PEERLESS CAHABA COAL COMPANY, By C.F. Zuloski Jr., Vice-President.

THE FIRST NATIONAL BANK OF BIRMINGHAM, As Executor and Trustee under the Last Will and Testament of James C. Patterson, deceased, By C.F. Zuloski, Jr., Vice-President.

THE FIRST NATIONAL BANK OF BIRMINGHAM, By K.W.Berry, Exec. Vice President.

PEERLESS COAL CORPORATION, By W.C.Scott, President. ill ased.

STATE OF ALABAMA,
JEEFERSON, COUNTY) I, William T Cothran, a Notary Public in and for said County,
in said State, hereby certify that A. H. Plumb, whose name as Vice-President of The Southern
Mineral Land Corporation, a corporation, is signed to the foregoing conveyance, and who
is known to me, acknowledged before me on this day that, being informed of the contents
of the conveyance, 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 seal of office this the 6th day of Tanuary 1933.

Given under my hand and seal of office, this the 6th day of January, 1933. William T. Cothran, Notary Publice

STATE OF ALABAMA, JEFFERSON COUNTY)

I, Louise Thomas, a Notary Public in and for said County, in said State,

hereby certify that C. F. Zuloski, Jr., whose name as Vice President of Peerless Cahaba Coal Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal of office, this the 6th day of January, 1933.

Louise Thomas, Notary Public.

STATE OF ALABAMA, JEFFERSON COUNTY)

I, Louise Thomas, a Notary Public in and for said County in said State, hereby#certify that C. F. Zudoski Jr., whose name as Vice-President, of The First National Bank of Birmingham, as Executor and Trustee under the last will and testament of James C. Patterson, deceased, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal of office, this the 6th day of January, 1933

Louise Thomas, Notary Public

STATE OF ALABAMA, JEFFERSON COUNTY)

I, Frances Longshore, a Notary Public in and for said County, in said State, hereby certify that K.W.Berry, whose name as Exec. Vice-President of The First National Bank of Birmingham, a banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal of office, this the 6th day of January, 1933.

Frances Longshore, Notary Public.
Notary Public, State of Alahama, Jefferson County. My commission expries April 19, 1933.

THE STATE OF ALABAMA, JEFFERSON COUNTY)

I, WWallace Wilson, 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 conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, 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, this the 5th day of January, 1933.

W. Wallace Wilson, Notary Public.

Filed for record in this office January 13th 1934 at 1 o'clock PM and duly recorded in deed record 97, page 106 and examined.

Cage Head, Judge of Probate.