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STATE OF ALABAMA)

JEFFERSON COUNTY)

WHEREAS, Under date of February 1, 1965, Ralph B. Pfeiffer and wife, Arlene Pfeiffer, parties of the first part, and Longview Lime Corporation, a Delaware corporation, party of the second part, entered into the written agreement pertaining, among other things, to the mining and removal of limestone from certain lands in Section 8, Township 21 South, Range 2 West, Shelby County, Alabama, which said agreement is recorded in Book 234, pages 115 to 125, both inclusive, in the Probate Office, Shelby County, Alabama;

NOW, Therefore, the premises considered, it is mutually agreed between the said Ralph B. Pfeiffer and wife, Arlene Pfeiffer, referred to in said agreement as "Grantors," and the said Longview Lime Corporation, referred to in said agreement as "Grantee," that said agreement be amended as follows:

1. Section 5 of said agreement shall be and hereby is amended by adding at the end of said section the following:

"It is understood and agreed that, notwithstanding the covenants, terms, conditions, and provisions of this Section 5, the Grantors do not assume any personal liability for any injuries or damages referred to in this Section 5, and nothing contained in this Section 5 shall be considered or construed to impose upon Grantors, or either of them, or upon their heirs, personal representatives, successors, or assigns, any personal liability for any of such injuries or damages referred to in this Section 5."

2. Section 6 of said agreement shall be and hereby is amended by adding at the end of said section the following:

"It is understood and agreed that, notwithstanding the covenants, terms, conditions, and provisions of this Section 6, the Grantors do not assume any personal liability for any injuries or damages referred to in this Section 6, and

nothing contained in this Section 6 shall be considered or construed to impose upon Grantors, or either of them, or upon their heirs, personal representatives, successors, or assigns, any personal liability for any of such injuries or damages referred to in this Section 6."

Said agreement dated February 1, 1965, as herein amended shall remain in full force and effect in accordance with and subject to all of the covenants, terms, conditions and provisions thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 27 day of June, 1966.

Ralph B. Pfeiffer
Ralph B. Pfeiffer

Arlene Pfeiffer
Arlene Pfeiffer

ATTEST:

M. E. L. L. L.
Secretary

LONGVIEW LIME CORPORATION,
A Corporation,

By M. E. L. L. L.
Its PRESIDENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, George W. Walcher, a Notary Public in and for said County in said State, hereby certify that RALPH B. PFEIFFER and wife, ARLENE PFEIFFER, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of June, 1966.

George W. Walcher
NOTARY PUBLIC

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Louis J. Strach, a Notary Public in and for said County in said State, hereby certify that to R. B. Pfeiffer

whose name as President of Longview Lime 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 this 1st day of July, 1966.

Lair J. Stearns
NOTARY PUBLIC

Notary Public, Alabama State at Large
My commission expires Nov. 29, 1969
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8th

7-6 1966

RECORDED & \$ ☒ MTG. TAX

\$ ☒ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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