

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

This instrument was prepared by
Hub Harrington
22 Inverness Center Parkway, Suite 160
Birmingham, AL 35242

VERIFIED CLAIM OF LIEN

New Philadelphia Fan Company by and through Barbara J. Beal, its Accounts Receivable Analyst, who has personal knowledge of the facts set forth herein, files this statement in writing, verified by her oath. New Philadelphia Fan Company claims a lien upon certain real property located at 8320 Highway 270, and situated in Maylene, Shelby County, Alabama, more particularly described as follows, to-wit:

[SEE ATTACHED EXHIBIT A]

This lien is claimed, separately and severally, as to the land, buildings and improvements thereon to the extent of the entire lot or parcel which is contained within a city or town. If said land is not within a city or town, this lien is claimed, separately and severally, as to the buildings and improvements located on the above-described real property, plus one (1) acre of land surrounding and contiguous thereto.

This lien is claimed on the above mentioned land, buildings and improvements to secure the indebtedness owed by Oak Mountain Energy, L.L.C. in the amount of TWELVE THOUSAND ONE HUNDRED TWENTY-SIX AND 28/100 DOLLARS (\$12,126.28), said sum being due and owing after all credits have been given, from the 19th day of October, 1998, and which sum, plus interest thereon and attorney fees, is presently due and unpaid.

This sum of money is due and owing for materials supplied by new Philadelphia Fan Company said materials being used for the construction of the buildings and improvements on

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the above-described real property.

The owner and/or proprietor of the above-described real property is Oak Mountain Energy
L.L.C.

NEW PHILADELPHIA FAN COMPANY

Barbara J. Beal

By: Barbara J. Beal
Its: Accounts Receivable Analyst

STATE OF OHIO)

TUSCARAWAS COUNTY)

Before me, the undersigned, a Notary Public, in and for the County of Tuscarawas, State of Ohio, personally appeared Barbara J. Beal who, being duly sworn, deposes and says as follows: That she has personal knowledge of the facts set forth in the foregoing statement of lien and that the same are true and correct to the best of her knowledge, information and belief.

Barbara J. Beal

Barbara J. Beal

Sworn to and Subscribed before me on this 16th day of December, 1998.

Bonnie Jean Richardson

Notary Public

My Commission Expires: 11-6-03

[NOTARIAL SEAL]



EXHIBIT A TO GENERAL WARRANTY DEED

Legal Description

Parcel I

All that part of W 1/2 of Section 14, lying south of Norfolk Southern Railroad right of way, Township 21 South, Range 4 West. Mineral and mining rights excepted.

Parcel II

A tract of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in the east half of the northeast quarter of Section 29, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 21 South, Range 4 West; thence in a westerly direction along the north boundary of said Section 180.22 feet; thence turning an angle of 50 degrees 31 minutes 33 seconds to the left in a southwesterly direction 482.08 feet to the point of beginning of tract herein described; thence turning an angle of 93 degrees 21 minutes 43 seconds to the left in a southeasterly direction 96.69 feet; thence turning an angle of 61 degrees 53 minutes 18 seconds to the right in a southwesterly direction 323.04 feet; thence turning an angle of 16 degrees 19 minutes 28 seconds to the right in a southwesterly direction 801.74 feet; thence turning an angle of 20 degrees 57 minutes 16 seconds to the right in a southwesterly direction 303.15 feet; thence turning an angle of 55 degrees 21 minutes 07 seconds to the right in a northwesterly direction 258.34 feet; thence turning an angle of 91 degrees 40 minutes 24 seconds to the right in a northeasterly direction 535.80 feet; thence turning an angle of 7 degrees 42 minutes 34 seconds to the right in a northeasterly direction 122.78 feet; thence turning an angle of 10 degrees 18 minutes 36 seconds to the right in a northeasterly direction 193.10 feet; thence turning an angle of 2 degrees 11 minutes 48 seconds to the right in a northeasterly direction 191.47 feet; thence turning an angle of 6 degrees 59 minutes 06 seconds to the right in a northeasterly direction 490.22 feet; thence turning an angle of 86 degrees 36 minutes 15 seconds to the right in a southeasterly direction 121.64 feet to the point of beginning.

MAIL TAX NOTICE TO:

Oak Mountain Energy, LLC
P. O. Box 1057
Palham, Alabama 35244

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This document was prepared by:
Peggy A. McClure, General Attorney
USX Corporation
P. O. Box 599
Fairfield, Alabama 35064

1997-18712

QUITCLAIM DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to USX CORPORATION, a Delaware corporation, hereinafter called "Grantor", by OAK MOUNTAIN ENERGY, LLC, an Alabama limited liability company, hereinafter called "Grantee", the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby remise, release, quitclaim and convey unto Grantee, its successors and assigns, SUBJECT to the reservations, restrictions, conditions, and limitations hereinafter set forth, all of its right, title, interest and claim to the following parcel of land shown on map attached hereto, which preliminary description is as follows, to wit:

Commence at the southeast corner of Section 20, Township 21 South, Range 4 West; thence run northwesterly 290 feet, more or less, along the north line of the south diagonal of the South half of the South-East quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West to the east right-of-way line of Southern Railway Company, said point being the point of beginning; thence continue northwesterly 1,201 feet, more or less, to the northwest corner of the South-West quarter of the South-East quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West; thence run southwesterly 932 feet, more or less, to the southwest corner of the South-East quarter of the South-West quarter of the South-East quarter of said Section 20, Township 21 South, Range 4 West, said point also being on the south line of said Section 20, Township 21 South, Range 4 West, and also being on the north line of Section 29, Township 21 South, Range 4 West; thence run 1,474 feet, more or less, to the southeast corner of the South-West quarter of the South-West quarter of the North-East quarter of the North-East quarter of said Section 29, Township 21 South, Range 4 West, said point also being on the south line of the North half of the North-East quarter of said Section 29, Township 21 South, Range 4 West; thence run easterly 1,459 feet, more or less, along the south line of said north half of the North-East quarter of said Section 29, Township 21 South, Range 4 West, to a point on the west line of a tract of land quitclaimed by USX Corporation to Oak Mountain Energy Corporation by deed dated August 24, 1998; thence run northeasterly along the west line of said tract 207.29 feet, more or less; thence turn a deflection angle to the right of 7 degrees 42 minutes 34 seconds and run northeasterly along the west line of said tract 122.28 feet; thence turn a deflection angle to the right of 10

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BY: [Signature]

degree 18 minutes 35 seconds and run northeasterly along the west line of said tract 191.67 feet; thence turn a deflection angle to the right of 2 degrees 11 minutes 40 seconds and run northeasterly along the west line of said tract 490.22 feet; thence turn a deflection angle to the right of 88 degrees 38 minutes 16 seconds and run southeasterly 100 feet, more or less, to the east right-of-way line of Southern Railway Company; thence run northeasterly along the east right-of-way line of Southern Railway Company to the point of beginning.

Soon after the date hereof, the property quitclaimed hereunder will be resurveyed after which Grantor will file of record a Deed of Correction with appropriate map reflecting any discrepancies from the description set forth herein which Deed of Correction description will be the final description for the conveyance herein.

RESERVING AND EXCEPTING TO GRANTOR a wheelage royalty of \$0.25 per ton on all coal transported through the property except such coal owned by Grantor.

FURTHER RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition that the Grantor, or its successors, assigns, licensees, lessees, or contractors, shall have the right to explore for, to drill for, to mine, to produce and to remove the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, contained in said land, or other lands in which the said Grantor, its successors, assigns, licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from blasting, dewatering, or the removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land

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