

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~ten & 00/100~~ Dollars ~~(\$10.00)~~ and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **MELANIE BURNS MARTIN NELSON**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

IN WITNESS WHEREOF, the said GRANTOR hereunto set her hand and seal on this the ~~21<sup>st</sup>~~ <sup>24<sup>th</sup></sup> day of April, 2012.

GRANTOR

*Melanie Burns Martin Nelson*

MELANIE BURNS MARTIN NELSON

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **MELANIE BURNS MARTIN NELSON**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ~~21<sup>st</sup>~~ <sup>24<sup>th</sup></sup> day of April, 2012.

*Michael Wayne Osburn*  
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 2012



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

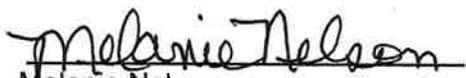
**SECTION 33:** East ½ of NE ¼

Township 20 South, Range 8 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
Melanie Nelson

DATE: 4-24-12

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of **ten & 00/100** Dollars **(\$10.00)** and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **NANCY ATKINS**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

**IN WITNESS WHEREOF**, the said GRANTOR hereunto set her hand and seal on this the 18 day of April, 2012.

GRANTOR

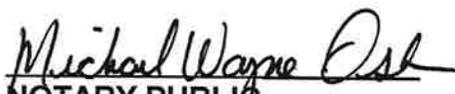


NANCY ATKINS

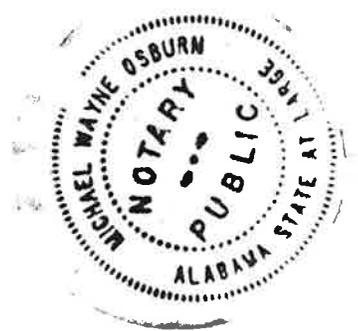
STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **NANCY ATKINS**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18<sup>th</sup> day of April, 2012.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 19, 2012



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**Parcel ID: 22-07-25-0-000-003.000**

**Parcel Address: 15534 Waterfall Drive, Brookwood, AL 35444**

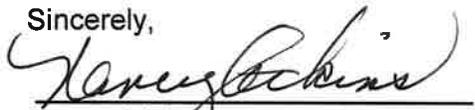
**SECTION 25:** Part of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , approximately the SW  $\frac{1}{2}$  of said parcel;

Township 20 South, Range 8 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
\_\_\_\_\_  
Nancy Atkins

DATE: 4/18/12

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~ten & 00/100~~ Dollars ~~(510.00)~~ and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **ROBERTY BARRY DAY and wife CAROL DAY**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**Parcel Address: 15490 Waterfall Drive, Brookwood, AL 35444**

**SECTION 35: Part of NE ¼ of NE ¼**

Township 20 South, Range 8 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

Robert Barry Day  
Robert Barry Day

Carol Day  
Carol Day

DATE: APRIL 18, 2012

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of [REDACTED] Dollars [REDACTED] and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **WARRIOR PROPERTIES, LLC.**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A" and Exhibit "B".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**SECTION 34:** NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; North  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

Township 20 South, Range 8 West

**SECTION 27:** South  $\frac{1}{2}$  of SW  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$

Township 20 South, Range 8 West

**SECTION 36:** West  $\frac{1}{2}$  of NW  $\frac{1}{4}$

Township 20 South, Range 8 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
Michael Stanley

DATE: MAY 2, 2012

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~ten & 00/100 Dollars (\$10.00)~~, and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **JERRY R. FIELDS**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

IN WITNESS WHEREOF, the said GRANTOR hereunto set his hand and seal on this the 2<sup>nd</sup> day of May, 2012.

GRANTOR

Jerry R. Fields

JERRY R. FIELDS

STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON        )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **JERRY R. FIELDS**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of May, 2012.

Michael Wayne Osburn  
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 19, 2012



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

A portion of the SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , Section 22, Township 20 South, Range 7 West  
**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
Jerry R. Fields

DATE: 5-2-2012

STATE OF ALABAMA     )  
  )  
TUSCALOOSA COUNTY    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, William H. Linebarger and wife, F. Diann Linebarger, (hereinafter referred to as "Grantor") for and in consideration of the sums of money set forth below, paid by Marigold Land Company, Inc., (hereinafter referred to as "Marigold"), its successors and assigns, the sufficiency whereof is hereby acknowledged and the promises hereinafter set forth, do hereby grant, bargain, sell and convey to Marigold, its successors and assigns, a temporary private right-of-way over and across the lands of Grantor described and located as follows:

A right-of-way three hundred feet (300') in width across the SE¼ of SE¼ of Section 27, Township 20 South, Range 8 West as shown on the attached map, Exhibit "A".

The above right-of-way easement is granted subject to a right-of-way agreement granted to Taurus Exploration, Inc. dated July 8, 1992.

(1) Marigold shall have the right to move equipment and machinery in connection with the relocation of a large dragline across Grantor's property and to disturb and prepare said property to the extent necessary to move said equipment. However, Marigold shall not have the right to use the right-of-way for purposes of hauling coal. In consideration of granting this right-of-way to Marigold, Marigold agrees to pay to Grantor the sum of ~~fifteen thousand and 00/100 Dollars (\$15,000.00)~~

(2) That said right-of-way shall only be temporary in nature and shall be for a period of thirty (30) months from the date of execution. Marigold shall reclaim all disturbed areas, redistribute topsoil and plant grasses on the full right-of-way and shall also grade and smooth said right-of-way to eliminate any holes, ditches, debris or ruts.

(3) Marigold agrees to clear any blockages along the normal drainage paths that may occur during construction of said temporary right-of-way across the SE¼ of SE¼, Section 27, Township 20 South, Range 8 West.

(4) Marigold agrees to indemnify Grantor against any claims or losses of Marigold or others in connection with Marigold's usage of the right-of-way.

(5) ASSIGNMENT. Marigold may assign this Right-of-Way Easement in whole or in part without the prior written consent of Grantor provided Marigold remains liable under the terms and conditions of this Right-of-Way Easement.

TO HAVE AND TO HOLD the same to Marigold Land Company, Inc., its successors and assigns.

IN WITNESS WHEREOF, the undersigned has/have hereunto set his/their hand(s) and seal(s) on this the 2<sup>nd</sup> day of FEBRUARY 2012.

William H. Linebarger  
William H. Linebarger

F. Diann Linebarger  
F. Diann Linebarger

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that William H. Linebarger and wife F. Diann Linebarger whose name(s) are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 2<sup>nd</sup> day of FEBRUARY, 2012.



Michael Wayne  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 19, 2012

Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine  
Proposed Revision #\_\_\_\_

To Whom It May Concern:

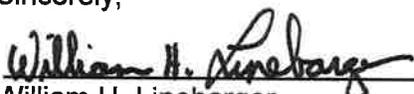
I am the legal owner of record of the following described property:

**SECTION 27: SE ¼ of SE ¼**  
Township 20 South, Range 8 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Undeveloped or Industrial/Commercial.

Sincerely,

  
William H. Linebarger

  
F. Diann Linebarger

DATE: FEBRUARY 2, 2012

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~ten & 00/100 Dollars (\$10.00)~~, and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **ALTON HYCHE**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

- (1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.
- (2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.
- (3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property damage resulting from or arising out of the construction, maintenance or use of the

easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

IN WITNESS WHEREOF, the said GRANTOR hereunto set her hand and seal on this the 24<sup>th</sup> day of April, 2012.

GRANTOR

Alton Hycbe  
ALTON HYPHE

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **ALTON HYPHE**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 24<sup>th</sup> day of April, 2012.

Michael Wayne Osburn  
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 2012



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

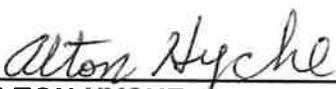
**SECTION 32:** South ½ of NW 1/4

Township 20 South, Range 7 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
\_\_\_\_\_  
ALTON HYCHE

DATE: 4-24-12

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~Five (\$ 00/100 Dollars \$50.00)~~, and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **ALICE G. HELMS, a single woman**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

**IN WITNESS WHEREOF**, the said GRANTOR hereunto set her hand and seal on this the 15 day of May, 2012.

**GRANTOR**

*Alice G. Helms*

**ALICE G. HELMS**

**STATE OF ALABAMA**            )  
  )  
**COUNTY OF TUSCALOOSA**    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **ALICE G. HELMS**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 15<sup>th</sup> day of May, 2012.

*Michael Wayne Osburn*  
**NOTARY PUBLIC**

MY COMMISSION EXPIRES AUGUST 10, 2012



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P - 3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

Section 18: E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; E  $\frac{1}{2}$  of E  $\frac{1}{2}$  of NE  $\frac{1}{4}$

Section 17: NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$

Township 20 South, Range 7 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

  
\_\_\_\_\_  
Alice G. Helms

DATE: 5/15/12

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of ~~Ten & 00/100 Dollars (\$10.00)~~ and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **TOWN & COUNTRY FARMS, LLC**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

**IN WITNESS WHEREOF**, the said GRANTOR hereunto set his hand and seal on this the \_\_\_ day of May, 2012.

GRANTOR  
William E Sain  
TOWN & COUNTRY FARMS, LLC

STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON    )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **WILLIAM E. SAIN, JR.**, whose name is signed as **MEMBER** of **TOWN & COUNTRY FARMS, LLC.**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8 day of May, 2012.

Raymond D. ...  
NOTARY PUBLIC  
8/21/12

**EXHIBIT "B"**

Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine  
Proposed Revision #\_\_\_

To Whom It May Concern:

I am the legal owner of record of the following described property:

**SECTION 23: SE 1/4**

Township 20 South, Range 7 West

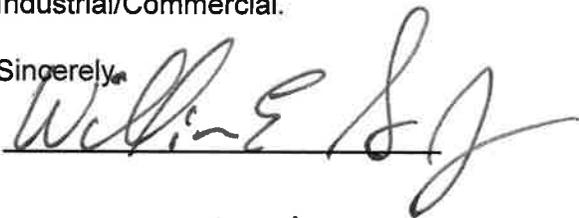
**SECTION 24: NW ¼ of SW ¼; E ½ of NW ¼**

Township 20 South, Range 7 West

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Undeveloped or Industrial/Commercial.

Sincerely,

  
\_\_\_\_\_

DATE: \_\_\_\_\_

*1/11/2012*

*MB*

STATE OF ALABAMA )

COUNTY OF WALKER )

**AMENDMENT OF LEASE AGREEMENT**

THIS AMENDMENT OF LEASE AGREEMENT entered into on this 16th day of JUNE, 2011, by and between THE WESTERVELT COMPANY, INC, a Delaware Corporation, hereinafter called the Lessor, and MARIGOLD LAND COMPANY, an Alabama Corporation, hereinafter called the Lessee.

**WITNESSETH:**

**WHEREAS**, the parties heretofore entered into a Lease Agreement dated June 18, 2009, and,

**WHEREAS**, the parties are desirous of amending said Lease Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements on the part of each of the parties in that certain Lease Agreement dated June 18, 2009 the parties do hereby agree to amend said Lease Agreement as follows:

1. The parties agree to extend the term of the lease for a period of One (1) year or until June 18, 2015.
2. The parties agree to defer the commencement of payment of monthly minimum royalties for one year or until Lessee receives an ASMC Mining Permit, whichever should first occur.
3. The parties further agree that all covenants, terms and conditions of the said Lease Agreement dated June 18, 2009, not modified or amended by this agreement, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment of Lease Agreement the day and year first above written.

**ATTEST:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**LESSOR:**

BY: James J. King, Jr.

ITS: Vice President

**ATTEST:**

BY: Stev Humphreys

ITS: DIRECTOR - LAND SERVICES

**LESSEE:**

**MARIGOLD LAND COMPANY**

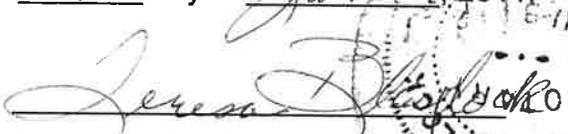
BY: Mickal A. Bell

ITS: VICE PRESIDENT

STATE OF ALABAMA )  
COUNTY OF Luscaloosa )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that James J. King Jr. whose name as Vice President of Westervelt Company, Inc., is signed to the foregoing Amendment of Lease Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the Amendment, he, as such officer with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 16<sup>th</sup> day of June, 2011.

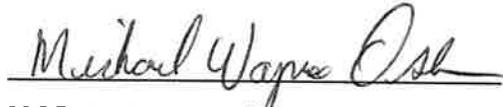
  
NOTARY PUBLIC  
  
MY COMMISSION EXPIRES FEB. 16, 2014

STATE OF ALABAMA )  
COUNTY OF WALKER )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **MICHAEL A. BUTTS**, whose name as **VICE PRESIDENT** of **MARIGOLD LAND COMPANY**, a corporation, is signed to the foregoing Amendment of Lease Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of the Amendment, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 16<sup>th</sup> day of JUNE, 2011.



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 19, 2012

### **13. RECLAMATION**

Lessee shall reclaim the Premises in accordance with all applicable federal, state and local laws, whether now existing or hereinafter enacted. In addition thereto, Lessee shall reclaim the Premises in accordance with Lessor's reclamation specifications as set out in Exhibit "C" which is attached hereto and made a part hereof the same as if fully set out herein. It is understood and agreed that Lessee's liability under such laws and regulations for the full reclamation of said lands may exist and continue beyond the termination or expiration of the Primary Term of this Lease and any renewals thereof. Should Lessee be required to periodically enter into and upon the Premises after the termination or expiration of the Primary Term of this Lease or any renewals thereof in order to achieve full reclamation, Lessee agrees to notify Lessor of its need to enter the Premises and Lessee further agrees that the Indemnification and Insurance requirements in paragraph 6 herein shall remain in effect during any such required access. Subject to compliance with such notice and the Indemnification and Insurance requirements set out above, Lessor hereby gives its express consent for Lessee to enter into and upon the Premises as required to achieve full reclamation.

### **14. FORCE MAJEURE**

Lessee shall not be deemed in default for failure to perform or comply with any of the covenants or conditions hereof when such failure is caused by strikes, acts of God, war, civil commotion, or act of the public enemy, floods, or any other similar circumstances or conditions, beyond the reasonable control of Lessee, any such cause being, for the purposes hereof, known as "Force Majeure". Additionally, if Lessee's mining operations upon the Premises are prevented or suspended for any full calendar month during the Term of this Lease as a result of any of the above-enumerated causes, such prevention or suspension of mining shall be excused for that month and such suspension or prevention shall serve to extend the Primary Term of this Lease for a period of time equal to the period of time of any such suspension or prevention as defined in this paragraph. However, in no event shall this Lease be extended pursuant to the provisions of this paragraph for more than a total of six (6) months during the Term of this Lease. Lessor agrees to immediately notify Lessor, in writing, upon the occurrence of any such event of "Force Majeure".

### **15. RECORDS**

(a) Lessee shall keep books and records showing the quantities of coal mined and sold from the Premises and shall provide to Lessor on or before the 25th day of each month a report specifying the volume of coal mined and sold for any preceding month, the sales price for Said Coal, the purchaser and/or purchasers for same and the location by ¼-¼ Section from where Said Coal was mined. Upon the request of the Lessor, Lessee shall also provide purchase orders, sales receipts, truck weight tickets, railroad weight tickets, barge weight tickets, washing and handling charges, and any other such information requested by the Lessor to verify the amount of coal mined and sold and the royalty payment made to the Lessor. Lessee shall further, at all reasonable times, allow Lessor, its agents and auditors, access to any of its mining operations, and access to any records of coal mined, stockpiled, removed or sold from the Premises in order that Lessor may further verify the amount of coal mined, stockpiled or sold and the royalty payments made to the Lessor. Lessor, by its agents, foresters, engineers or other persons in its behalf, will, at all reasonable times during the Primary Term of this Lease, have the right to enter the Premises and any mine, opening or working therein, and any and all parts of the Premises from which coal is being removed, in order to inspect, examine, survey or measure the same or any part thereof and for any other lawful purpose and to this end use freely the means of access to said mines and workings without hindrance or molestation.

(b) Notwithstanding anything to the contrary contained hereinabove, Lessee shall only be required to keep the books and records set forth hereinabove for a period up to three (3) years from the date of production.

### **16. DEFAULT**

(a) Upon the occurrence of any event of default as hereinafter defined, the Lessor may at its option terminate this Lease and the rights granted to Lessee herein will thereupon immediately cease and terminate.

## EXHIBIT "C"

### RECLAMATION SPECIFICATIONS THE WESTERVELT COMPANY, INC.

#### GENERAL

The Premises will be reclaimed in compliance with all federal and state reclamation laws in effect at the time of mining or the provisions as contained herein, whichever is more stringent.

#### ACCESS ROADS

Certain roads on the Premises will be returned to usable form for designated access. Any roads cut by highwalls will be blocked at the highwall by an earth barricade at least four (4) feet in height, located no closer than one hundred (100) feet from the highwall. A barrier and sign will be placed in front of each earth barricade. New roads will be constructed into any such area made inaccessible by highwalls, and will be at least twelve (12) feet in width. Temporary access will be maintained through the Premises at such times as existing roads may be made unserviceable by mining activities.

#### LAKES AND DEPRESSIONS

No lakes or water impoundments except those required by Government Agencies will be constructed without prior consent from The Westervelt Company, Inc. All drainage areas will be graded to allow proper drainage without causing undue erosion.

#### STREAMS AND RIVERS

All mining in the vicinity of streams and rivers will be done in a manner as to minimize erosion and siltation and will be in compliance with rules and regulations set forth by the Alabama Department of Environmental Management and the United States Environmental Protection Agency.

#### GRADING OF MINED AREA

All spoil areas will be reduced to a rolling topography, or as near as possible to the present contour of the land. Highwalls must comply with federal and state requirements and all exposed coal will be covered with at least five (5) feet of overburden or other appropriate cover.

#### VEGETATION AND REFORESTATION

Lessee agrees to revegetate and reforest the Premises in a manner that will meet the minimum acceptable requirements of the most current Federal and State of Alabama rules and regulations for land where forest is to be the post-mining land use. Notwithstanding the preceding, where Lessee has disturbed the surface for construction or mining ("Disturbed Area"), Lessor requires the establishment of grasses, legumes or other suitable surface stabilization vegetation, which will not inhibit the establishment of pine trees, during the first normal period for favorable planting conditions as final preparation. Eroded areas that develop prior to planting will be regraded and other acceptable stabilization practices employed before seeding and planting are attempted. Reforestation will be accomplished according to recommended practices in combination with or following the establishment of surface stabilization vegetation. Lessee will establish a minimum of four hundred fifty (450) Loblolly or Longleaf pine seedlings per acre or other such seedlings as Lessor may designate. Should such seedlings designated by Lessor be a genetically improved variety that exceeds in cost those that are typically used in reclamation efforts by the Lessee, then Lessor agrees to pay the difference in cost of those typically used and those requested by Lessor or, at its discretion, Lessor agrees to provide said seedlings. "Establish" is defined as vegetation and seedlings in accordance with the minimum stated hereinabove that are living two (2) years after planting. The revegetated and reforested area should cover a minimum of ninety percent (90%) of the Disturbed Area.

#### EQUIPMENT REMOVAL

At the completion of the mining operation all buildings, machinery and other facilities, equipment, and junk will be removed in accordance with the terms of this Lease, unless specifically directed otherwise in writing by The Westervelt Company, Inc. personnel. Such items may be left on the Premises only with the consent of The Westervelt Company, Inc.

#### PERFORMANCE BOND

In the event the Alabama Surface Mining Commission releases Lessee's reclamation bonds (which Lessee is required by law to post), prior to Lessee completing the reclamation of the Premises as described above, then Lessee shall provide Lessor with security protection as hereinafter set forth which will guarantee to Lessor that all of Lessee's reclamation obligations to Lessor, as described above, shall be expeditiously kept and performed to the reasonable satisfaction of Lessor. Lessee shall provide Lessor with a performance bond in the amount of Two Hundred and Fifty Dollars (\$250.00) per acre. The performance bond, must reasonably be acceptable to Lessor, must be irrevocable as long as Lessee has any reclamation obligation under this Lease, and must be immediately payable to Lessor upon demand by Lessor in the event Lessee should default on any reclamation obligation to Lessor: however in the event Lessee disagrees with Lessor's determination of default the parties agree to appoint a mutually agreed third party to have final determination as to whether Lessee has reasonably satisfied the Lessor's reclamation requirements.

State of Alabama            )  
  :  
County of Tuscaloosa        )

### SURFACE MINING AGREEMENT

This Surface Mining Agreement (hereinafter referred to as "Lease" and/or "Lease Agreement") is hereby entered into on the 24th day of May, 2010 by and between Monnie W. Harris (hereafter referred to as "Lessors"), and Twin Pines Coal Company, Inc., an Alabama corporation (hereafter referred to as "Lessee").

#### WITNESSETH:

#### 1. LEASED PREMISES

(a) Lessors do hereby lease and demise unto Lessee and Lessee hereby leases from Lessors, for the term hereinafter specified, the exclusive rights and privileges of mining, removing and marketing by the surface mining process all coal contained in and under the real property described in the attached Exhibit A, which is incorporated herein by reference and made a part hereof the same as if fully set out herein, which real property is hereinafter referred to as the "Leased Premises."

(b) Notwithstanding any rights and privileges of the Lessee contained herein, Lessor shall have the right to harvest, remove and sell any timber currently available on the Leased Premises prior to Lessee entering the property for any purpose. It is understood that time is of the essence and Lessor shall proceed with urgency to have the timber removed in an expeditious manner so as not to impede the surface mining process. At Lessee's option, Lessee may purchase the timber from Lessor at fair market value, at which time, Lessee shall have the right to enter the property for purposes of initiating mining operations.

(c) Lessors hereby grants unto Lessee during the term of this Lease and any renewals thereof the exclusive rights and privileges of mining, removing and marketing by the surface mining process any and all coal contained in and under the Leased Premises including, but not limited to, the following rights and privileges:

i. The right to enter into, upon, under, over, across and through the coal and the surface and subsurface overlying same, at such points and in such manner as may be necessary or convenient for the purpose of mining the coal contained in and under the lands described in Exhibit A by the surface mining process, and the right to strip said surface, subsurface and other strata overlying all of said coal;

ii. The right to have and use the free and uninterrupted right-of-way into, over, under, across and upon said coal and the surface and subsurface overlying the same, at such points and in such manner as may be necessary or convenient for the purpose of the construction, repair and maintenance of such roads and other transportation facilities as may be necessary or convenient to the removal, processing and marketing of said coal together with the right to change the location of any and all roads now existing or hereafter constructed upon the Leased Premises;

iii. The right to change, increase, diminish or destroy both surface and underground waters, whether percolating waters or subterranean streams, and to discharge upon said lands waters found therein, and to construct, maintain and operate such ponds, drains and drainage ways as may be necessary or convenient to the mining, production and marketing of said coal;

iv. The right to construct, maintain and operate such pipelines, telephone lines, power lines, tanks, buildings, shops, crushing, washing and other machinery, tools, equipment, facilities and supplies upon the Leased Premises as may be necessary or convenient for the mining, production and marketing of said coal;

v. The right to temporarily deposit anywhere upon said surface, subsurface and/or in the space remaining after the removal of any of said coal such earth, rock, stones, slate and other "gob" material as may be produced in connection with the operations hereunder, and also such products as may be derived from operations of Lessee conducted upon adjacent, coterminous, neighboring or other lands, and also the right to take and use off the Leased Premises any such materials produced from the operations hereunder, for the purposes of utilizing the same in building such roads, ramps or other facilities as may be necessary or convenient to the operations of Lessee hereunder or to its operations upon adjacent, coterminous,

neighboring or other lands; These temporarily deposits must be removed before end of mining operation.

vi. The right to transport over, under, across and through the coal hereby leased or the surface or subsurface overlying the same, any coal now, leased or otherwise acquired by Lessee and located upon adjacent, coterminous, neighboring or other lands, and the right to process and market such coal upon and from the Leased Premises to the same extent as if such adjacent, coterminous, neighboring or other coal was included within the terms of this Lease. It is specifically understood and agreed that this Lease Agreement is or may be taken, held or operated in conjunction with the right to mine adjacent, coterminous, neighboring or other lands owned by Lessee or third parties, and if this Lease be so taken, held or operated, it may be worked in conjunction with such other lands and leases, and the mining operations on all such lands shall be conducted by Lessee in such manner as Lessee may deem most efficient and effective;

vii. The right to use, free of charge, so much of the water from springs, percolating waters or subterranean streams found upon the Leased Premises as may be necessary or convenient to the operations of Lessee hereunder;

viii. Each and all of the foregoing mining rights and privileges may be exercised without any liability to Lessors, their heirs, executors, administrators, successors and assigns, unless and to the extent said liability is due to the action or inaction of Lessors, employee(s) or agent(s), for damages arising out of the exercise of such rights, whether to said surface or subsurface, or to any building, chattel, animal, person or other thing or to the springs and water courses in, under or upon the Leased Premises;

ix. To do and perform in, over, under, across and upon the Leased Premises any and all things that may be necessary or convenient in order for Lessee to conduct its mining operations upon the Leased Premises and upon other lands as described hereinabove.

## **2. TERM**

The term of this Lease shall be for five (5) years from the 24th day of May, 2010 until midnight on the 24th day of May, 2015. In addition to the initial five (5) year term, Lessors grant Lessee an option to renew this Lease for one (1) additional five (5) year period under the same terms and conditions as contained within this Lease Agreement. In order to exercise either of the remaining option period, Lessee must provide written notice to Lessor at least sixty (60) days in advance of the expiration of the five (5) year option period then in effect.

## **3. LESSORS' WARRANTIES**

Lessors warrant that they have good and merchantable title in and to the Leased Premises, said Leased Premises found within that property described as "Surface Property" within the attached Exhibit A; that the Leased Premises is free and clear from all encumbrances; that Lessors have the good right and authority to lease the Leased Premises to Lessee; and that Lessors will warrant and defend the title to said Leased Premises and the good right to lease same unto Lessee against the lawful claims of all persons. Lessee shall have the right to pay or discharge any taxes, mortgages, encumbrances, or other liens upon the Leased Premises, either in whole or in part, and if it does so, it shall be subrogated to all right, title and interest of the obligee against Lessors or the premises or both and any amount so paid by Lessee shall be applied towards and deducted by Lessee from the next royalty payment due Lessors under the terms of this Lease. Lessee shall give an accounting to Lessor of any sums so expended upon request in writing to do so by Lessors. It is understood and agreed that if Lessors own less than the full interest in the Leased Premises and/or if Lessors do not have good right to lease unto Lessee the full interest in and to the Leased Premises, then the amount of royalty to be paid hereunder shall be proportionally adjusted in order to reflect the correct ownership interest of Lessors in the Leased Premises.

## **4. RIGHT TO MINE**

In the event Lessee commences mining operations upon the Leased Premises, Lessee shall mine and remove all economically recoverable coal that can be mined from the Leased Premises or any part thereof during the term of this Lease and any renewals thereof. "Economically recoverable coal" as used herein shall mean such coal as is practically and customarily recoverable in accordance with usual and safe mining practices in this district and shall not be construed as requiring the removal of coal which is not ordinarily and customarily

removed, whether by reason of thinness of the seam, the price of the coal or other physical conditions, characteristics or qualities of the coal and/or the surface or subsurface overlying the same. In the event of a disagreement as to whether or not all economically recoverable coal has been recovered from the Leased Premises, Lessors and Lessee shall negotiate and exercise their best good faith efforts in an attempt to resolve any such disagreement. If any such disagreement cannot be resolved through negotiations between Lessors and Lessee, then it shall be submitted to arbitration as hereinafter provided.

## 5. MINING LICENSES AND PERMITS

Lessee agrees that prior to conducting any operations on the Leased Premises it will obtain all necessary permits and licenses as are necessary to conduct the operations set out herein.

## 6. MEDIATION

If a dispute or disagreement arises between Lessors and Lessee which cannot be resolved by the parties exercising their best good faith efforts to negotiate and settle same, then in that event the parties do hereby agree to mediate said disagreement as follows:

(a) If said disagreement or dispute cannot be satisfactorily adjusted between the parties within thirty (30) days, then either party may give notice in writing to the other requesting that the matter in dispute be mediated, in which event said disagreement shall be submitted to a single mediator located in Tuscaloosa County, Alabama, agreed upon by both parties, and said mediator shall be selected by the parties within ten (10) days following the written request for mediation.

(b) The mediator selected under the provisions of this Lease shall be a competent, reputable mining engineer, reputable mining geologist, or reputable certified public accountant, depending on whether the matter or matters in dispute relate to mining, engineering or financial matters and records. Any mediator selected under the provisions of this Lease shall not be an officer or employee of or an independent contractor with either party hereto or of any legal entity related to or affiliated with either party hereto. Each party shall bear the cost and expenses of any mediator selected by such party and the parties shall divide equally the expenses of any mediator which they may both agree upon and any other costs of the mediation.

(c) Except as may otherwise be provided herein, any mediation conducted hereunder shall be conducted in accordance with Title 9 of the United States Code and the Arbitration Rules for Commercial Arbitration of the American Arbitration Association. Further information about arbitration can be obtained directly from the American Arbitration Association, Atlanta, Georgia, by calling (404) 325-0101 or from a review of the Commercial Dispute Resolution Procedures, a copy of which is available for review on the internet at [www.adr.org](http://www.adr.org). The parties acknowledge and agree that the matters which may be mediated hereunder constitute transactions involving commerce among the several states or with foreign nations and further agree that the provisions of the Federal Arbitration Act (9 U.S. Code Section 1, et seq.) shall govern the enforceability of these arbitration provisions.

## 7. ARBITRATION

If a dispute or disagreement arises between Lessors and Lessee which cannot be resolved by the parties exercising their best good faith efforts to negotiate and settle same or through mediation, then in that event the parties do hereby agree to arbitrate said disagreement as follows:

(a) If said disagreement or dispute cannot be satisfactorily adjusted between the parties within thirty (30) days, then either party may give notice in writing to the other requesting that the matter in dispute be arbitrated, in which event said disagreement shall be submitted to a single arbitrator, if the parties hereto can agree upon one, and said arbitrator shall be selected by the parties within ten (10) days following the written request for arbitration. If the parties cannot agree upon a single arbitrator, then the disagreement shall be submitted to a board of three (3) arbitrators, one of whom shall be selected by each party within ten (10) days after the parties have failed to agree upon a single arbitrator, and a third which shall be selected by the two arbitrators chosen by the parties hereto. If either Lessors or Lessee fails to appoint said arbitrator within ten (10) days after written request of the other party to do so or if said arbitrators fail to

hereunder during the primary term of this Lease and any extended or renewal term hereof until such time as any and all such advance royalty and minimum royalty have been recovered in full by Lessee. In no event shall Lessee be entitled, by reason of termination of this Lease, to any refund of all or any part of any production royalty, advance royalty or minimum royalty paid to Lessor under the Lease.

### 13. RECLAMATION

(a) Lessee shall have the exclusive right to enter into and upon the Leased Premises for the purpose of establishing and maintaining vegetation as required by state and federal mining laws, regulations or orders. All the salvageable topsoil must be replaced for the Leased Premises in connection with the reclamation of the Leased Premises in addition to requirements of state and federal mining laws, regulations or orders. Lessee shall retain the top soil in such a manner as to reclaim the land to as close as possible to the original contour and that the reclamation shall be acceptable to the soil and water standards of the state of Alabama and that a soil test be taken and a fertility program followed which includes, but not limited too, liming and proper fertilization in reclaiming the land to a grass cover as provided by law.

Lessors also hereby agree to give its consent to land use changes for the Leased Premises in connection with the reclamation of same so long as such land use changes are permitted by state and federal mining laws, regulations or orders. Lessors agree that the Leased Premises will be reclaimed to the "undeveloped or no current land use" as specified by state and federal mining laws. (ie pasture/grassland) Lessors agree to promptly execute and deliver to Lessee upon request any documents which may be necessary in connection with any top soil waivers and/or land use changes for the Leased Premises in connection with the reclamation of same so long as such waivers and/or land use changes are permitted by state and federal mining laws, regulations or orders. Lessor also agrees to leave all sediment basins as "Permanent Water Impoundment, Fish and Wildlife Habitat" as provided within the Alabama Surface Mining Regulations. The Lessor agrees that they will be responsible for the sound and future maintenance of the permanent water impoundments after a Phase III bond release is granted by the Alabama Surface Mining Commission.

In lieu of Lessee re-establishing pine trees upon the Premises, the Lessor agrees to accept a pine tree replanting fee of [REDACTED] per acre to be applied upon all acres of the leases premises disturbed by the Lessee's operations. Lessor agrees to refrain from planting the trees until the Lessee has obtained a Phase III Bond Release from the Alabama Surface Mining Commission for the potential replanting area.

(b) It is understood and agreed that Lessee's liability under state and federal mining laws, regulations or orders for the full reclamation of the Leased Premises may exist and continue beyond the termination or expiration of the term of this Lease and any renewals thereof. Should Lessee be required to periodically enter into and upon the Leased Premises after the termination or expiration of the initial term of this Lease or any renewals thereof in order to achieve full reclamation and/or to obtain full and final release of all bonds or other performance guarantees placed upon the Leased Premises, all in accordance with the rules and regulations of the Alabama Surface Mining Commission, Lessors hereby give their express consent for Lessee to do so. Lessors shall not engage in any activities or practices upon the Leased Premises or any contiguous or adjacent lands of Lessors that would in any way hinder or prevent Lessee from obtaining full reclamation as required by state and federal mining laws, regulations or orders and the full and final release of all applicable bonds or other performance guarantees without the express written consent of Lessee and any appropriate regulatory authority.

### 14. REMOVAL OF EQUIPMENT

(a) In the event of the termination of this Lease Agreement for any cause whatsoever, Lessee shall have the right to remove from the Leased Premises, within ninety (90) days after such termination, all structures, machinery, equipment and other property which it has placed upon said land, and which are not considered as having become attached to or a part of the real property described herein, under this Lease Agreement, and which may be owned by it, provided, however, that all sums of money due Lessors by Lessee have been paid, and Lessee is not otherwise in default of its obligations hereunder. Should Lessee fail to remove such

**22. BENEFIT**

This agreement and all of the covenants and conditions contained herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

**23. GENERAL**

(a) If any provision herein is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way whatsoever. The termination of this Lease for any cause, or no cause, will not release either of the parties hereto from any unfulfilled or undischarged obligations or responsibilities which may have accrued prior to the effective date of such termination.

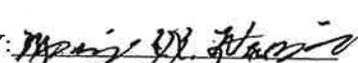
(b) This Lease states the entire agreement between the parties hereto in regard to the subject matter contained herein. This Lease sets aside and replaces any prior agreement between Lessee and Lessors in regard to the subject matter contained herein. This Lease may be amended or modified only by execution of a written instrument signed by an authorized representative of both Lessee and Lessors.

(c) Lessors and Lessee agree that this Lease Agreement has been drafted jointly by both.

(d) Neither failure or failures to exercise any right of Lessors' or Lessee's under this Lease nor any delay in exercising any such right, nor any delay in giving, nor any failure to give, any notice to either party hereunder shall be deemed by the other party to be a waiver of any right or any bar to the subsequent exercise or enforcement of any such right. Furthermore, no waiver or forgiving by Lessors or Lessee, for any reason whatsoever, of any default of either party under this Lease shall be construed by the other party to operate as a waiver of the same default of either party on a future occasion.

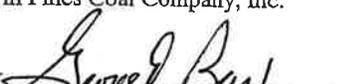
**IN WITNESS WHEREOF** the parties hereto have caused this lease to be executed on the day or dates hereafter set forth.

WITNESS:   
G. Patrick Harris

BY:   
Monnie W. Harris

WITNESS:   
Steven R. Ingle

Twin Pines Coal Company, Inc.

BY:   
George E. Barber, Its President

STATE OF ALABAMA )  
:  
COUNTY OF WALKER )

I, the undersigned authority, a Notary Public in and for the State of Alabama at large, hereby certify that George E. Barber whose name is signed to the foregoing Surface Mining Agreement on behalf of Twin Pines Coal Company, Inc., and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.



Given under my hand and official seal this the 24<sup>th</sup> day of May, 2010.

Melissa B. Brown  
Notary Public, State at Large  
My Commission Expires: 8/7/2012

STATE OF ALABAMA )  
:  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in the State of Alabama, hereby certify that Monnie W. Harris whose names are signed to the foregoing Surface Mining Agreement, and who are known to me, acknowledged before me on this day, that being informed of the contents of said document, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27<sup>th</sup> day of May, 2010.

A handwritten signature in cursive script, appearing to read "Audrey Blue".

Notary Public, State at Large  
My Commission Expires: \_\_\_\_\_

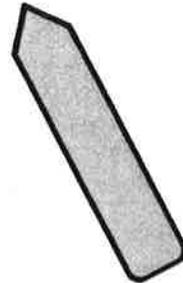
MY COMMISSION EXPIRES MARCH 13, 2011

**EXHIBIT A**

**LEASED PREMISES**

The real property made subject of this Surface Lease Agreement is more particularly described as follows:

- 1) Surface Property: The S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, Township 20 South, Range 6 West, Tuscaloosa County, Alabama.



This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA        )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum **[REDACTED]**, and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **CANTERBURY TRUST COMPANY, A DIVISION OF SYNOVUS TRUST COMPANY N.A. AS TRUSTEE OF THE S. E. BELCHER, JR. PRIVATE FOUNDATION NO. 2**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

- (1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.
- (2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.
- (3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and

Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

IN WITNESS WHEREOF, the said GRANTOR hereunto set her hand and seal on this the 4 day of <sup>May</sup> April, 2012.

ATTEST:

BY: Lauri Purcell

GRANTOR

BY: J Wellborn

~~ITS:~~ \_\_\_\_\_

ITS: JENNIFER G. WELLBORN  
VICE PRESIDENT, RELATIONSHIP MANAGER  
FOUNDATION & ENDOWMENT SERVICES  
D/b/a CANTERBURY TRUST, TRUSTEE OF  
S. E. BELCHER, JR. PRIVATE FOUNDATION  
NO. 2

STATE OF Georgia  
COUNTY OF Wichita

I, the undersigned authority, a Notary Public in and for said County, hereby certify that JENNIFER G. WELLBORN, whose name as VICE PRESIDENT, RELATIONSHIP MANAGER FOUNDATION & ENDOWMENT SERVICES d/b/a CANTERBURY TRUST, TRUSTEE OF S. E. BELCHER, JR. PRIVATE FOUNDATION NO. 2 VICE PRESIDENT of SYNOVUS TRUST COMPANY, N. A., is signed to the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, she executed the same voluntarily on the day the same bears date.

Given under my hand, this the 4 day of <sup>May</sup> April, 2012.

J McElreath

NOTARY PUBLIC

My commission expires 10/12/13

Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**SECTION 8:** S  $\frac{1}{2}$  of SE  $\frac{1}{4}$  and NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$

**SECTION 9:** N  $\frac{1}{2}$  of SW  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

**SECTION 17:** Part of E  $\frac{1}{2}$  of NW  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$

**Township 20 South, Range 6 West**

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for this property be left as Industrial/Access.

Sincerely, S.E. BELCHER, JR. PRIVATE FOUNDATION NO. 2

  
S.E. BELCHER, JR.

DATE: 05 10 12

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of [REDACTED], and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **CANTERBURY TRUST COMPANY, A DIVISION OF SYNOVUS TRUST COMPANY N.A. AS TRUSTEE OF THE S. E. BELCHER, JR. PRIVATE FOUNDATION NO. 3**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

- (1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.
- (2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.
- (3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and

Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

IN WITNESS WHEREOF, the said GRANTOR hereunto set her hand and seal on this the 4 day of ~~April~~<sup>May</sup>, 2012.

ATTEST:

BY: [Signature]

ITS: \_\_\_\_\_

GRANTOR

BY: [Signature]

ITS: JENNIFER G. WELLBORN  
VICE PRESIDENT, RELATIONSHIP MANAGER  
FOUNDATION & ENDOWMENT SERVICES  
D/b/a CANTERBURY TRUST, TRUSTEE OF  
S. E. BELCHER, JR. PRIVATE FOUNDATION  
NO. 3

STATE OF Georgia  
~~MISSISSIPPI~~  
COUNTY OF MISSISSIPPI

I, the undersigned authority, a Notary Public in and for said County, hereby certify that **JENNIFER G. WELLBORN**, whose name as **VICE PRESIDENT, RELATIONSHIP MANAGER FOUNDATION & ENDOWMENT SERVICES d/b/a CANTERBURY TRUST, TRUSTEE OF S. E. BELCHER, JR. PRIVATE FOUNDATION NO. 3 VICE PRESIDENT of SYNOVUS TRUST COMPANY, N. A.**, is signed to the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, she executed the same voluntarily on the day the same bears date.

Given under my hand, this the 4 day of ~~April~~<sup>May</sup>, 2012.

[Signature]

My Commission expires 10/12/13

Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**SECTION 17:** Part of N  $\frac{1}{2}$  of NW  $\frac{1}{4}$

**SECTION 18:** SW  $\frac{1}{4}$ ; Part of W  $\frac{1}{2}$  of SE  $\frac{1}{4}$  and W  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$   
**Township 20 South, Range 6 West**

**SECTION 13:** S  $\frac{1}{2}$  of SE  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$

**SECTION 24:** N  $\frac{1}{2}$  of N  $\frac{1}{2}$  and part of S  $\frac{1}{2}$  of NW  $\frac{1}{4}$   
**Township 20 South, Range 7 West**

**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for this property be left as Industrial/Access.

Sincerely, *S.E. BELCITER, JR. PRIVATE FOUNDATION NO. 3*

  
AGENT

DATE: 05-10-12

RIGHT-OF-WAY EASEMENT

STATE OF ALABAMA        )  
TUSCALOOSA COUNTY     )

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **WALTER MINERALS, INC., AND/OR ANY OF ITS AFFILIATES**, (hereinafter referred to as "**WALTER**") for and in consideration of [REDACTED] in hand paid by **DRUMMOND COMPANY, INC.**, an Alabama corporation (hereinafter referred to as "**DRUMMOND**"), the receipt and sufficiency whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey to **DRUMMOND**, a temporary private right-of-way 300 feet in width over and across the lands of **WALTER** described below to be used solely for the purpose of relocating **DRUMMOND's** dragline and activities associated therewith.

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF.

The above right-of-way easement is granted upon the following terms and conditions:

1. That said right-of-way shall only be temporary in nature and shall be for a period of three years, or until **DRUMMOND** has completed its use of said right-of-way, whichever should occur first, at which time said right-of-way shall terminate.
2. That **DRUMMOND** shall have the right to enter upon the lands of the undersigned to construct and maintain said right-of-way.
3. **DRUMMOND** agrees, in its operations on the premises to adhere to and comply with all rules, regulations and laws of the County, State, and Federal Government or any agencies of such governments having jurisdiction, now in effect or subsequently passed or adopted during the term of this right-of-way easement.
4. **DRUMMOND** understands that **WALTER** will clear cut and remove marketable timber, if any, along the right-of-way prior to **DRUMMOND's** use of the right-of-way. **WALTER's** timber removal will not disrupt or delay **DRUMMOND's** use of the right-of-way.
5. **DRUMMOND** agrees to reclaim said right of way by grading, contouring and planting loblolly pines with a minimum density of 8 by 10 foot. Such planting to take place during the months of January or February immediately following completion of the dragline move.
6. **DRUMMOND** agrees to defend and save harmless Walter, its employees, agents, affiliates, successors, assigns, against all damages, claims or demands and all suits at law or in equity arising out of the death or injury of any in or damage to any property resulting from **DRUMMOND's** acts or omissions in its use of the right-of-way. Upon

MB

- notification of any such suit or claim to **DRUMMOND, DRUMMOND** shall defend the same at **DRUMMOND's** expense as to all costs, fees, and damages.
7. **WALTER** agrees to defend and save harmless Drummond, its employees, agents, affiliates, successors, assigns, against all damages, claims or demands and all suits at law or in equity arising out of the death or injury of any in or damage to any property resulting from **WALTER's** acts or omissions related to Drummond's use of the right-of-way. Upon notification of any such suit or claim to **WALTER, WALTER** shall defend the same at **WALTER's** expense as to all costs, fees, and damages.
  8. **DRUMMOND** shall, at its own cost and expense, procure and keep in force the minimum insurance coverage set forth below. The required limits of insurance are minimum limits and will not be construed to limit either party's liability.
    - a. Workers' compensation covering all employees, workers, agents, and servants, whether required by statute or available under a voluntary basis. In addition, **DRUMMOND** shall carry employer's liability insurance covering all work hereunder in an amount not less than \$1,000,000 each accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.
    - b. Commercial general liability insurance on an occurrence coverage form to include broad form contractual liability coverage. Such insurance shall be in an amount not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
    - c. Business automobile liability insurance to cover owned, non-owned, and hired vehicles used by **DRUMMOND** with combined single limits in an amount not less than \$1,000,000 each accident covering liability for bodily injury and property damage.
    - d. Excess liability insurance to be in an amount not less than \$5,000,000 for personal injuries and property damage arising out of any one occurrence. This insurance shall be in excess of the foregoing employer's liability insurance, commercial general liability insurance, and business automobile liability insurance.
    - e. Compliance with a. through d. may be achieved with evidence of self-insurance, if provided in writing upon execution hereof.
  9. **WALTER** shall be an additional insured on all policies except workers' compensation, as respects claims or liabilities arising from, or connected with **DRUMMOND's** use of right-of-way.
  10. **DRUMMOND** agrees that the right-of-way will exclude completely Black Warrior Methane's compressor site No. 9 located in Sec 21, Township 20 South, Range 9 West.
  11. When crossing Black Warrior Methane (BWM) transmission lines **DRUMMOND** agrees to
    - a. Have an on-site BWM representative when near to or crossing transmission lines or facilities;

- b. Provide to **WALTER** a 30 day notice prior to initiating the move;
  - c. Provide 10 feet of cover when crossing high pressure pipelines;
  - d. Provide 5 feet of cover when crossing low pressure pipelines;
  - e. Prior to crossing pipelines, provide to BWM the psi rating of the dragline feet when walking;
  - f. Repair all damage to BWM lines and facilities, if any;
  - g. Re-open drainage after grade changes are no longer necessary;
  - h. Provide Pre and Post move elevation survey of entire route.
12. Upon the expiration or termination of this right-of-way, **DRUMMOND** is herein granted the right-of-entry to do all things necessary to obtain a 100% bond release from the Alabama Surface Mining Commission. **DRUMMOND** shall be responsible for all costs and expenses associated with any required bonding or reclamation work resulting from its use of the right-of-way.
13. **WALTER** agrees, and shall cause its affiliates, to cooperate and use their reasonable best efforts to facilitate **DRUMMOND'S** use of the right-of-way, and not to interfere with **DRUMMOND'S** use of the right-of-way. Both parties agree to cooperate and use their reasonable best efforts to facilitate the relocation of the dragline, including modifications to the route described herein should conditions encountered during the design and construction of the route warrant such modifications.
14. This instrument shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this the 9<sup>th</sup> day of February, 2012.

Remainder of page left intentionally blank

Signatures on following pages.

MB

DRUMMOND COMPANY, INC.

BY: Michael A. Butts

ITS: Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, hereby certify that Michael A. Butts, whose name as Vice President of **DRUMMOND COMPANY, INC.**, a corporation, is signed to the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 9<sup>th</sup> day of February, 2012.

Cindy H. James  
NOTARY PUBLIC

**MY COMMISSION EXPIRES OCTOBER 1, 2014**

WALTER MINERALS, INC

BY: Kathy H. Love

ITS: Vice President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, hereby certify that Kathy H. Love, whose name as Vice President of **WALTER MINERALS, INC**, a Delaware corporation, is signed to the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, she executed the same voluntarily on the day the same bears date.

Given under my hand, this the 9<sup>th</sup> day of February, 2012.

Lisa R. Lane  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov 24, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

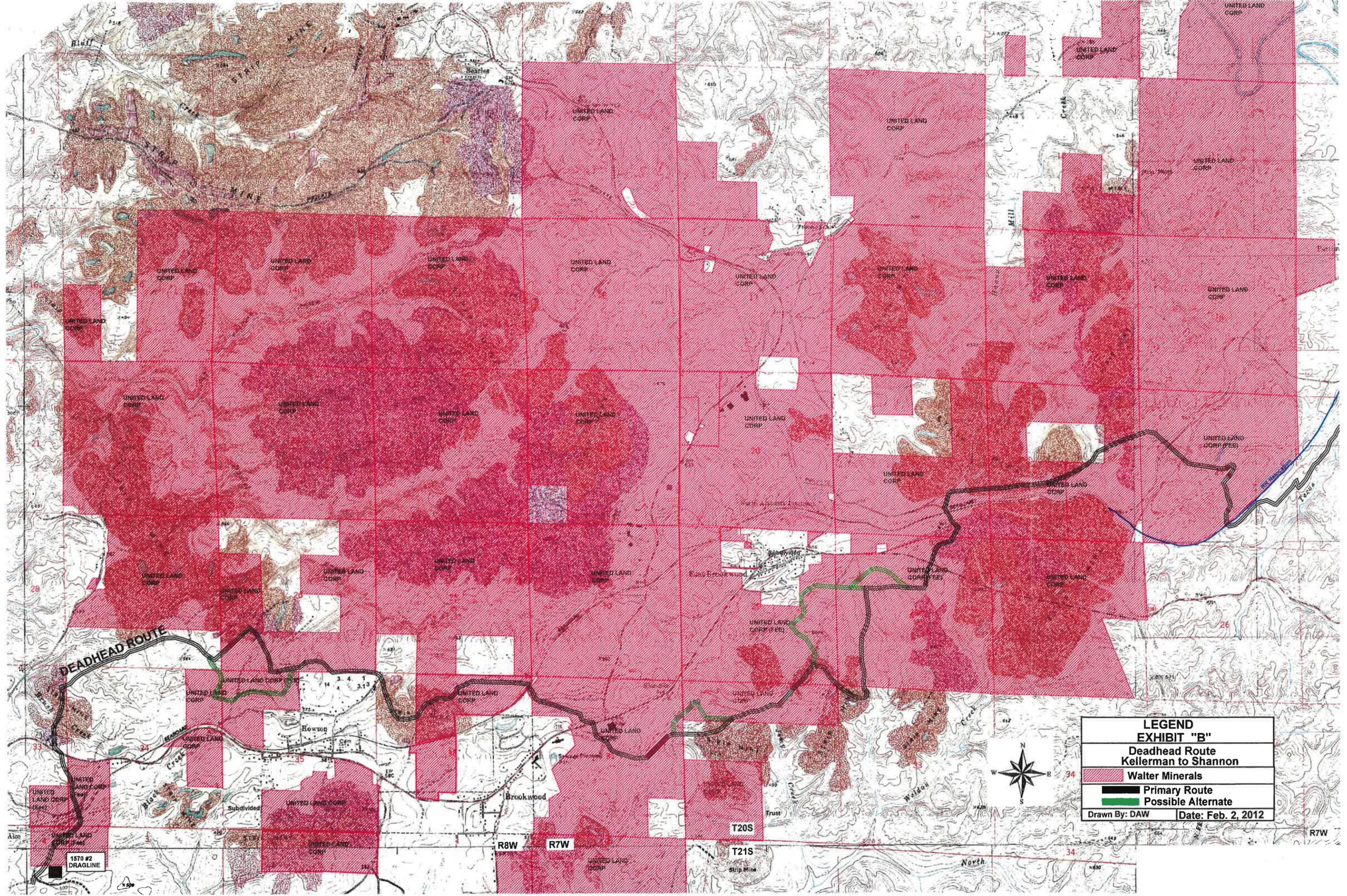
EXHIBIT "A"

DRAGLINE EASEMENT CROSSING WALTER MINERAL'S PROPERTY

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>AREA CROSSING ON WALTER PROPERTY</u>
4	21S	8W	NE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>
3	21S	8W	NW <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub>
34	20S	8W	W <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub>
26	20S	8W	S <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> , S <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>
35	20S	8W	N <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub>
36	20S	8W	NE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub> , N <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>
31	20S	7W	N <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> of NW <sup>1</sup> / <sub>4</sub> , S <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub> , NE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>
32	20S	7W	N <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub> , NW <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>
29	20S	7W	E <sup>1</sup> / <sub>2</sub> OF SE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>
28	20S	7W	S <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub> , W <sup>1</sup> / <sub>2</sub> of NE <sup>1</sup> / <sub>4</sub>
21	20S	7W	SE <sup>1</sup> / <sub>4</sub>
22	20S	7W	N <sup>1</sup> / <sub>2</sub> of SW <sup>1</sup> / <sub>4</sub> , NW <sup>1</sup> / <sub>4</sub> of SE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub>
23	20S	7W	S <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub> , SW <sup>1</sup> / <sub>4</sub> of NE <sup>1</sup> / <sub>4</sub> , W <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub>

NB





**LEGEND**  
**EXHIBIT "B"**  
**Deadhead Route**  
**Kellerman to Shannon**

	Walter Minerals
	Primary Route
	Possible Alternate

Drawn By: DAW      Date: Feb. 2, 2012

DEADHEAD ROUTE

1570 #2 DRAGLINE

R8W R7W

T20S

T21S

R7W

North

State of Alabama        )  
  :  
County of Tuscaloosa    )

**SURFACE MINING AGREEMENT**

This Surface Mining Agreement (hereinafter referred to as "Lease" and/or "Lease Agreement") is hereby entered into on the 4<sup>th</sup> day of JANUARY, 2011 by and between Joyce Elizabeth Emery Self and husband Larry Self (hereafter referred to as "Lessors"), and Twin Pines Coal Company, Inc., an Alabama corporation (hereafter referred to as "Lessee").

**WITNESSETH:**

**1. LEASED PREMISES**

(a) Lessors do hereby lease and demise unto Lessee and Lessee hereby leases from Lessors, for the term hereinafter specified, the exclusive rights and privileges of mining, removing and marketing by the surface mining process all coal contained in and under the real property described in the attached Exhibit A, which is incorporated herein by reference and made a part hereof the same as if fully set out herein, which real property is hereinafter referred to as the "Leased Premises."

(b) Notwithstanding any rights and privileges of the Lessee contained herein, Lessor shall have the right to harvest, remove and sell any timber currently available on the Leased Premises prior to Lessee entering the property for any purpose. It is understood that time is of the essence and Lessor shall proceed with urgency to have the timber removed in an expeditious manner so as not to impede the surface mining process. At Lessee's option, Lessee may purchase the timber from Lessor at fair market value, at which time, Lessee shall have the right to enter the property for purposes of initiating mining operations.

(c) Lessors hereby grants unto Lessee during the term of this Lease and any renewals thereof the exclusive rights and privileges of mining, removing and marketing by the surface mining process any and all coal contained in and under the Leased Premises including, but not limited to, the following rights and privileges:

i. The right to enter into, upon, under, over, across and through the coal and the surface and subsurface overlying same, at such points and in such manner as may be necessary or convenient for the purpose of mining the coal contained in and under the lands described in Exhibit A by the surface mining process, and the right to strip said surface, subsurface and other strata overlying all of said coal;

ii. The right to have and use the free and uninterrupted right-of-way into, over, under, across and upon said coal and the surface and subsurface overlying the same, at such points and in such manner as may be necessary or convenient for the purpose of the construction, repair and maintenance of such roads and other transportation facilities as may be necessary or convenient to the removal, processing and marketing of said coal together with the right to change the location of any and all roads now existing or hereafter constructed upon the Leased Premises;

iii. The right to change, increase, diminish or destroy both surface and underground waters, whether percolating waters or subterranean streams, and to discharge upon said lands waters found therein, and to construct, maintain and operate such ponds, drains and drainage ways as may be necessary or convenient to the mining, production and marketing of said coal;

iv. The right to construct, maintain and operate such pipelines, telephone lines, power lines, tanks, buildings, shops, crushing, washing and other machinery, tools, equipment, facilities and supplies upon the Leased Premises as may be necessary or convenient for the mining, production and marketing of said coal;

v. The right to temporarily deposit anywhere upon said surface, subsurface and/or in the space remaining after the removal of any of said coal such earth, rock, stones, slate and other "gob" material as may be produced in connection with the operations hereunder, and also such products as may be derived from operations of Lessee conducted upon adjacent, coterminous, neighboring or other lands, and also the right to take and use off the Leased Premises any such materials produced from the operations hereunder, for the purposes of utilizing the same in building such roads, ramps or other facilities as may be necessary or convenient to the operations of Lessee hereunder or to its operations upon adjacent, coterminous,

### 13. RECLAMATION

(a) Lessee shall have the exclusive right to enter into and upon the Leased Premises for the purpose of establishing and maintaining vegetation as required by state and federal mining laws, regulations or orders. All the salvageable topsoil must be replaced for the Leased Premises in connection with the reclamation of the Leased Premises in addition to requirements of state and federal mining laws, regulations or orders. Lessee shall retain the top soil in such a manner as to reclaim the land to as close as possible to the original contour and that the reclamation shall be acceptable to the soil and water standards of the state of Alabama and that a soil test be taken and a fertility program followed which includes, but not limited too, liming and proper fertilization in reclaiming the land to a grass cover as provided by law.

Lessors also hereby agree to give its consent to land use changes for the Leased Premises in connection with the reclamation of same so long as such land use changes are permitted by state and federal mining laws, regulations or orders. Lessors agree that the Leased Premises will be reclaimed to the "undeveloped or no current land use" as specified by state and federal mining laws. (ie pasture/grassland) Lessors agree to promptly execute and deliver to Lessee upon request any documents which may be necessary in connection with any top soil waivers and/or land use changes for the Leased Premises in connection with the reclamation of same so long as such waivers and/or land use changes are permitted by state and federal mining laws, regulations or orders. Lessor also agrees to leave all sediment basins as "Permanent Water Impoundment, Fish and Wildlife Habitat" as provided within the Alabama Surface Mining Regulations. The Lessor agrees that they will be responsible for the sound and future maintenance of the permanent water impoundments after a Phase III bond release is granted by the Alabama Surface Mining Commission.

In lieu of Lessee re-establishing pine trees upon the Premises, the Lessor agrees to accept a pine tree replanting fee of [REDACTED] per acre to be applied upon all acres of the leases premises disturbed by the Lessee's operations. Lessor agrees to refrain from planting the trees until the Lessee has obtained a Phase III Bond Release from the Alabama Surface Mining Commission for the potential replanting area.

(b) It is understood and agreed that Lessee's liability under state and federal mining laws, regulations or orders for the full reclamation of the Leased Premises may exist and continue beyond the termination or expiration of the term of this Lease and any renewals thereof. Should Lessee be required to periodically enter into and upon the Leased Premises after the termination or expiration of the initial term of this Lease or any renewals thereof in order to achieve full reclamation and/or to obtain full and final release of all bonds or other performance guarantees placed upon the Leased Premises, all in accordance with the rules and regulations of the Alabama Surface Mining Commission, Lessors hereby give their express consent for Lessee to do so. Lessors shall not engage in any activities or practices upon the Leased Premises or any contiguous or adjacent lands of Lessors that would in any way hinder or prevent Lessee from obtaining full reclamation as required by state and federal mining laws, regulations or orders and the full and final release of all applicable bonds or other performance guarantees without the express written consent of Lessee and any appropriate regulatory authority.

### 14. REMOVAL OF EQUIPMENT

(a) In the event of the termination of this Lease Agreement for any cause whatsoever, Lessee shall have the right to remove from the Leased Premises, within ninety (90) days after such termination, all structures, machinery, equipment and other property which it has placed upon said land, and which are not considered as having become attached to or a part of the real property described herein, under this Lease Agreement, and which may be owned by it, provided, however, that all sums of money due Lessors by Lessee have been paid, and Lessee is not otherwise in default of its obligations hereunder. Should Lessee fail to remove such structures, machinery, equipment and other property within said ninety (90) day period, Lessors may remove and dispose of such property, and Lessee agrees to pay Lessors for all reasonable costs associated therewith.

(b) If at the expiration or termination of this Lease, Lessee is in default in the payment of any sum of money due Lessors under this Lease, Lessee agrees that Lessors shall have the right, and may at their sole option, sell such of Lessee's structures, machinery, equipment or other

**23. GENERAL**

(a) If any provision herein is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way whatsoever. The termination of this Lease for any cause, or no cause, will not release either of the parties hereto from any unfulfilled or undischarged obligations or responsibilities which may have accrued prior to the effective date of such termination.

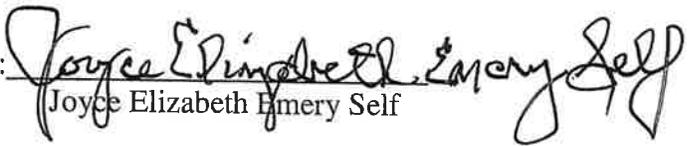
(b) This Lease states the entire agreement between the parties hereto in regard to the subject matter contained herein. This Lease sets aside and replaces any prior agreement between Lessee and Lessors in regard to the subject matter contained herein. This Lease may be amended or modified only by execution of a written instrument signed by an authorized representative of both Lessee and Lessors.

(c) Lessors and Lessee agree that this Lease Agreement has been drafted jointly by both.

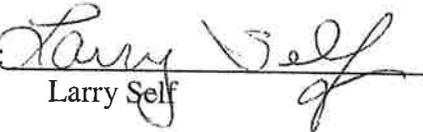
(d) Neither failure or failures to exercise any right of Lessors' or Lessee's under this Lease nor any delay in exercising any such right, nor any delay in giving, nor any failure to give, any notice to either party hereunder shall be deemed by the other party to be a waiver of any right or any bar to the subsequent exercise or enforcement of any such right. Furthermore, no waiver or forgiving by Lessors or Lessee, for any reason whatsoever, of any default of either party under this Lease shall be construed by the other party to operate as a waiver of the same default of either party on a future occasion.

**IN WITNESS WHEREOF** the parties hereto have caused this lease to be executed on the day or dates hereafter set forth.

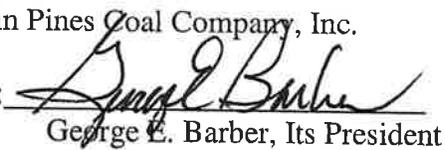
WITNESS: 

BY:   
Joyce Elizabeth Emery Self

WITNESS: 

BY:   
Larry Self

WITNESS:   
Steve R. Ingle

Twin Pines Coal Company, Inc.  
BY:   
George E. Barber, Its President

## **EXHIBIT A**

### **LEASED PREMISES**

The real property made subject of this Surface Lease Agreement is more particularly described as follows:

1) Surface Property: A parcel of property located within the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9, Township 20 South, Range 6 West, Tuscaloosa County, Alabama, as recorded in Deed Book 0901 at Page 00424 in the office of the Judge of Probate of Tuscaloosa County, Alabama and as shown as parcel 3.006 on Map No. 63-24-02-09-0-000 in the office of the Tax Assessor of Tuscaloosa County, Alabama.

This Instrument Prepared By:  
Blake Andrews  
Drummond Company, Inc.  
P.O. Box 1549  
Jasper, Al 35502-1549

STATE OF ALABAMA            )  
  )  
COUNTY OF TUSCALOOSA    )

**RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and In consideration of the sum of [REDACTED] Dollars [REDACTED], and other good and valuable consideration, in hand paid by **MARIGOLD LAND COMPANY, INC.**, Grantee herein, to the undersigned, **ALAWEST-AL, LLC.**, Grantor herein, the receipt whereof is hereby acknowledged, to the extent of its rights and ownership and insofar as its title enables it to do so, and subject to the terms and conditions hereinafter set forth, does hereby grant unto the said **MARIGOLD LAND COMPANY, INC.**, its heirs and assigns, a non-exclusive Right-of-Way Easement for the purpose of relocating a 1570 dragline and support equipment. Property described in attached Exhibit "A".

Grantee will maintain liability insurance covering obligations or liabilities arising from its use of this Right-of-Way Easement.

**TO HAVE AND TO HOLD** the same to the Grantee, its heirs and assigns; subject however, to the following terms and conditions.

(1) The easement hereby granted is nonexclusive and Grantor reserves for itself, successors and assigns the right to use said easement.

(2) The easement or right-of-way hereby granted is subject to any and all existing easements or rights of way for county roads.

(3) All work to be performed by or for Grantee in construction, maintenance and use of the easement or right-of-way herein granted is at the sole risk and expense of Grantee without any liability or responsibility whatsoever on the part of Grantor, and Grantee does hereby, by acceptance of this easement or right-of-way, indemnify and hold Grantor free and harmless from any claims for personal injury including death or property

damage resulting from or arising out of the construction, maintenance or use of the easement herein granted.

(4) Grantee may assign this right-of-way easement in whole or in part provided Grantee remains liable under the terms and conditions of this agreement. This agreement shall inure and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves.

(5) Said right-of-way easement shall only be temporary in nature and shall be for a period of two years, or until Grantee has completed its use of said right-of-way, whichever should occur first, at which time said right-of-way shall terminate, subject to the continued access for use in connection with bond release.

IN WITNESS WHEREOF, the said GRANTOR hereunto set his hand and seal on this the 20 day of June, 2012.

GRANTOR

Gene R Taylor

GENE R. TAYLOR

ITS: Manager

ALAWEST-AL, LLC

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **GENE R. TAYLOR**, whose name as Manager of **ALAWEST-AL, LLC.**, 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 executed the same voluntarily on the day the same bears date.

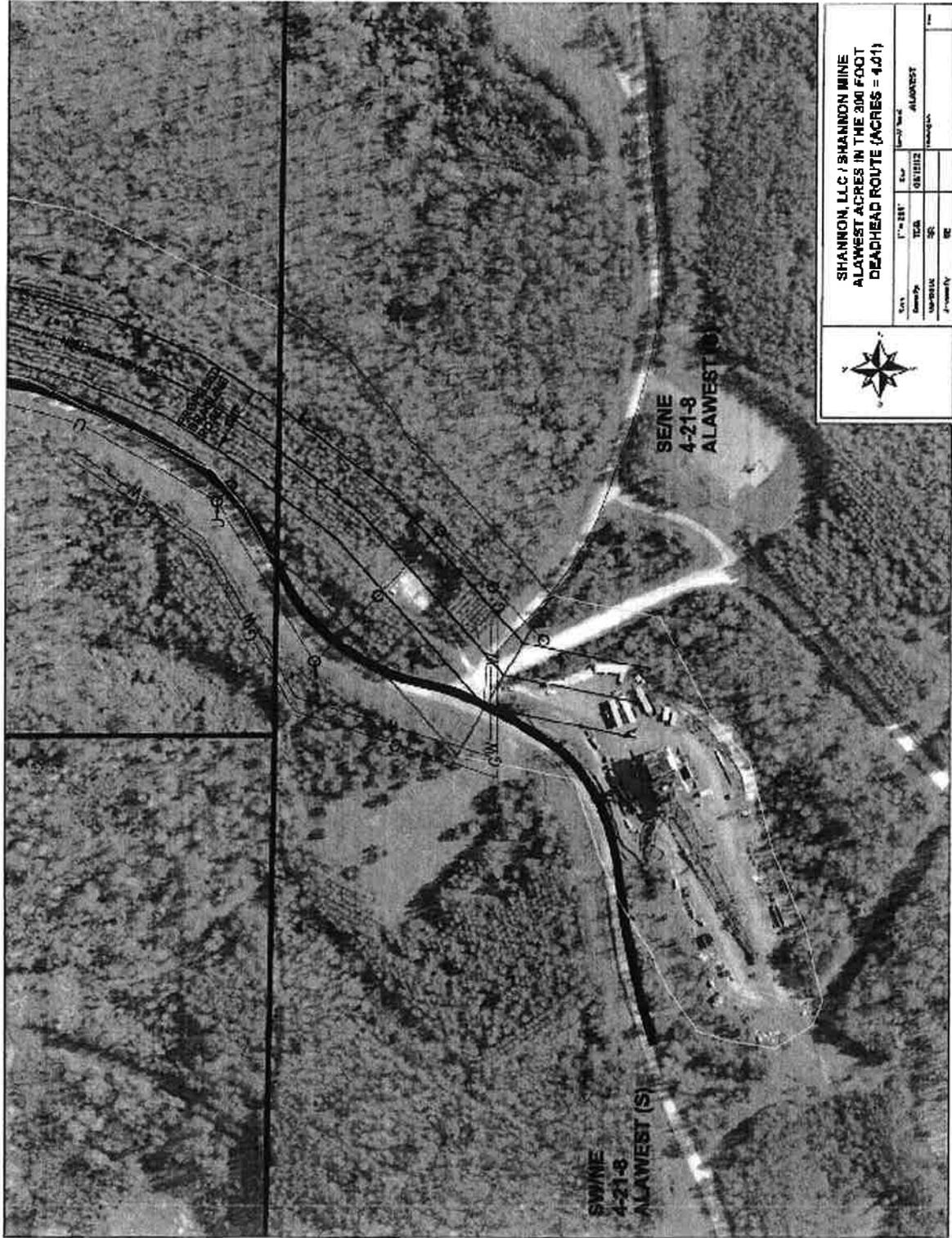
Given under my hand and seal this the 20 day of June, 2012.

Daniel W. Clark  
NOTARY PUBLIC

MY COMMISSION EXPIRES 3-5-2018



EXHIBIT "A"



Alabama Surface Mining Commission  
P. O. Box 2390  
Jasper, AL 35502-2390

RE: Shannon, LLC  
Shannon Mine P-3859  
Proposed Revision # 18

To Whom It May Concern:

I am the legal owner of record of the following described property:

**SECTION 4: SW ¼ of NE ¼ and SE ¼ of NE ¼**  
Township 21 South, Range 8 West  
**ALL LOCATED IN TUSCALOOSA COUNTY, ALABAMA**

I prefer that the post mining land use for my property be left as Industrial/Access.

Sincerely,

BY: 

TITLE: Manager - Alawest - AL, LLC

DATE: 6/20/2012