

STATE OF ALABAMA §  
WINSTON COUNTY §

AGREEMENT

This agreement entered into this 9 day of April, 2012, by and between Winston County, a political subdivision of the State of Alabama by and through its duly elected and serving Winston County Commission, hereinafter referred to as "County" and Birmingham Coal & Coke Co., Inc., upon information and belief, an Alabama corporation, hereinafter referred to as "BCC."

**WHEREAS**, BCC has contacted the County relative to conducting surface mining through Winston County Roads described as follows:

South end of CR385 from junction with CR3640 to 300 feet from Keith Alsup residence. CR3640 from junction with CR385 to junction with CR37 (see attached map as Exhibit "A" to this Agreement and as if fully incorporated into said Agreement), and

**WHEREAS**, BCC certifies to County that all landowners are in agreement which will be affected by said temporary closing of the above referenced roads, and

**WHEREAS**, BCC further certifies to County that traffic will be able to access either from the north end or the southern end at any given time. BCC further certifies that the road will not be entirely closed at any one time. The temporarily closed road will be restored as the mining operations progress. The restoration of the road will place the road in a much better condition than the state of the road presently, and

**WHEREAS**, BCC will restore the temporarily closed road with a stone wearing surface, and

**WHEREAS**, all operations including complete road restoration will be completed within [redacted] from the date of this contract. BCC further certifies that they will maintain the site for a period of [redacted] pursuant to Alabama Law, and

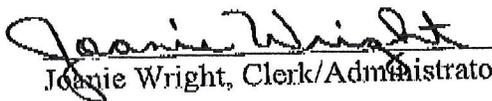
**WHEREAS**, in the event that Alabama Law requires E-verify from BCC that BCC will provide requisite affidavits and an E-verify memorandum to Winston County, and

**WHEREAS**, BCC represents to County that it will hold harmless and indemnify County from any and all loss to property, personal injury, wrongful death or any other cause of actions arising out of the mining operations in the areas impacted to any extent by the temporary road closing as above described, and

**WHEREAS**, BCC will certify to County that it is insured, the company is qualified to sell insurance in the State of Alabama, for this operation against all liability for loss of life or injury to person or property in a minium amount of [REDACTED] and shall add County as an additional insured and provide County with copies of the policies showing the amount of insurance and the County as an additional insured.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their names and seals on this the date and year first above written.

ATTEST:

  
Joanie Wright, Clerk/Administrator

WINSTON COUNTY, a Political Subdivision  
Of the State of Alabama

By:   
Roger Hayes, Chairman  
Winston County Commission

BIRMINGHAM COAL & COKE CO., INC.

By:   
Robert Lewis, President

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I, the undersigned authority, a Notary Public in and for said County, and State or State at Large, hereby certify that Roger Hayes and Joanie Wright, whose names as Chairman of the Winston County Commission, and Clerk/Administrator, respectively, of Winston County, a political subdivision of the State of Alabama, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of and being first duly authorized by resolution, they executed the same voluntarily on the day the same bears date for and as the act of said Winston County, a political subdivision of the State of Alabama.

Given under my hand and official seal, this 9 day of April, 2012.

Judy Barnett  
Notary Public  
MC Expires: 1-9-2016

[SEAL]

STATE OF ALABAMA §  
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I, the undersigned authority, a Notary Public in and for said County, and State or State at Large, hereby certify that Robert Lewis, whose name as President of Birmingham Coal & Coke Co., Inc., a corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 10<sup>th</sup> day of May, 2012.

Robert Lewis  
Notary Public  
MCE: 3-9-2016

[SEAL]