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Description of Property,
In Shelby County, Alabama
All of Section 5, Township 22, Range, 4, West.

In Bibb County, Alabama,
Section 7, Township 22, Range 4, West,
North 1/2,
South West 1/4,
Southwest 1/4 of Southeast 1/4

Consideration

Royalty 7¢ per ton
Payable quarterly, commencing June 1st 1901. if any coal has been mined by that date, but from and after September 1st 1901, the minimum royalty must amount to $750.00 per quarter, $3000.00 per annum).

Statements showing amount of coal mined during preceding quarter, are to be mailed with remittances to the office of the Company in Anniston, Alabama,
5/24/1901,

Memoranda to be attached to lease dated April 1st 1901, from Alabama, Mineral Land Company to Galloway Coal Company, for land in Bibb and Shelby Counties, Alabama,

Lease from Alabama Mineral Land Company dated September 1st 1900, to Jones. G. Moore and Jasper. N. Campbell, acquired by Galloway Coal Company by purchase November 28th 1900, was surrended to Wm. A. Davis, General Agent, Alabama Mineral Land Company by Cyrus Garnsey Jr. General Manager, at Anniston, Alabama, on May 6th 1901, the attached lease having been executed in place thereof,

(Continued on next page).

This agreement, made at Anniston, Alabama this 1st day of April 1901 by and between the Alabama Mineral Land Company a corporation hereinafter called the lessor and the Galloway Coal Company a corporation hereinafter called the lessee, the said lessee having acquired the interest of Jones & Moore, and Jasper N. Campbell the lessees under a lease made Sept 1st 1900 for the same premises,) Witnesseth:

That the said lessor for the consideration hereinafter named has demised and let, and does, by these presents, demise and let to the said lessee the right and privilege of mining coal on all of section Five (5) Township Twenty two (22) South range four west in Shelby County; and the north half, the south west quarter and the southwest quarter of the southeast quarter of section Seven (7) Township twenty two (22) South Range four (4) west in Bibb County Alabama. To have and to hold unto the said lessee for a term of twenty years from this date upon the conditions and terms hereinafter set forth, to wit: 1st The lessee shall have the right to sink or open such shafts slopes or drifts as may be necessary or proper for mining coal and shall have the right to build railroads and roads of any other discription over the said lands for the convenient transportation of said coal from said lands and the carrying and transportation to and from said lands of all materials and implements that may be of use in mining said coal or preparing same for market; and shall also have the right to use the neighboring surface of said lands for the erection of Coke Ovens, trestles, tipples, houses for employees, and such store and office buildings as may be needed in the prosecution of the lessee's business of mining coal and for no other purpose whatsoever and all other proper uses in and about the mining of said coal and the preperation of same for market. 2d The lessee shall take possession of said land upon the execution of this contract and shall begin mining coal from said lands from July 1st 1901.

3rd The lessee shall pay the lessor a rent or royalty of seven (7) ~~six~~ cents per ton of two Thousand (2000) pounds on all coal mined of every quality and discription. 4th The lessee must pay to the lessor said royalty in quarterly payments the first payment to be made on the 1st day of June, 1901, if any coal has been mined by that date, and subsequent

payments each three months thereafter, dating from and after the first day of September 1901, the lessee must pay to the lessor not less than the sum of Three Thousand Dollars ($3000.00) per annum rental, irrespective of the amount of Coal mined from said land, in quarterly payments of seven hundred and fifty ($750.00) which is the minimum royalty to be paid beginning December first, 1901; and when the royalty amounts to more than said minimum in any one quarter, the royalty must be paid at the rate per ton as above provided and any such excess of Coal mined in any one quarter shall be applied in satisfaction of minimum royalty of any preceding or succeeding quarter in the current year, it being understood that in adjusting the royalty under this lease computation shall be made and adjudgment had annually, the first year beginning on the 1st day of September, 1900, to determine whether or not more than the minimum royalty is due, Statements from the lessee shall accompany each remittance stating the amount of Coal mined during the preceding quarter and payment herein provided for or to be made at the office of the lessor in Anniston Alabama or wherever it may be located.

5th: The said lessor shall have the right to terminate this lease after thirty days' written notice to the lessee if royalty or rent be not paid for two consecutive installments there of when due, or if the said lessee shall fail to work said mines with reasonable diligence or for their best development, or if in any way the covenants of this contract be violated or any injury or damage be inflicted upon the property or interest of the lessor other than unavoidably incident to the provisions herein contained or for the purposes herein proposed. 6. There shall not be any subletting or underletting or assignment of this lease or change of the parties thereto without the written consent and concurrence before hand of the lessor. 7. The lessees agree that they will mine its Coal in a proper and workmanlike manner at all points and in such way as at no time to obstruct the advantageous working of the property or to impair the availability or value of same for the further purposes of the lessor in case of reversion to it. 8. All machinery, buildings pictures Coke-ovens, railroads tram tracks and property of any kind

and all kinds placed in or upon said lands shall remain the property of the parties placing the same thereupon or therein nevertheless, it is agreed that the lessor shall have a lein upon all machinery, fixtures, and property of every kind for any thing due or to become due, to the said lessor under this contract and said lessor shall have the right and option of purchasing any such improvements, fixtures, machinery or property at the termination of this lease either by expiration or forfeiture or any other cause and if the parties hereto shall not be able to agree upon the price thereof, or upon any other question at any other time arising out of this contract, such ~~contract~~ price or such question shall be determined by arbitration as provided by the Statutes of Alabama, If the lessor declines to nominate a referee it must pay the value put upon said Machinery fixtures and other property by the lessee and if the lessee, after the appointment of a referee by the lessor refuses to make such appointment or referee they shall forfeit all their claim to compensation for such improvements, fixtures, or property. And at the expiration of this lease whether by forfeiture or other wise, if the lessor shall desire not to purchase or own the said buildings machinery fixtures and other property put upon said land by the lessee; then the said lessee shall within three (3) months after notice in writing remove all of said property from off said premises, or failing therein shall forfeit to said lessor all of such property, and be liable to said lessor for such other damages as it may sustain by reason of such failure to remove said property. 9th Said lessor shall have the right by agents or agents at any and all times to enter upon examine and survey said lands and mines and to inspect and verify all books accounts, rolls, scales, maps, plans, diagrams etc., of said lessee so far as pertains to ascertaining the amount of Coal taken from said lands. 10th The lessee agrees to pay all taxes or charges in the nature of taxes or licenses assessing upon said property during the pendency of this lease, and upon their failure to pay same when due the lessor may pay and the amount so paid shall become a part of the rent due thereunder and shall be a lein on any property of lessee on said land.

11th The lessor reserves the right to make and use slopes, headings entries and passage ways through over, or across any portion of the said property that may be worked out and abandoned by the lessee for the purpose of reaching, giving access to, or mining in any other lands of the lessor not included in this lease, and all other rights in upon and over said lands other than those specifically conveyed or granted herein are reserved to & remain vested in the lessor which covenants however to so carefully use the same as not to inflict damage or injury upon the rights of the lessee or in any way to interfere with any of its interests connected with the mining of Coal. It is distinctly understood and agreed that the lessor reserves the right of way over said lands described in this ~~lease~~ lease, for itself or its assigns for railroads tramroads or other roads as may be necessary or convenient for the development of any other lands belonging to the lessor which it may hereafter lease, or sell for the mining or other purposes when such right of way will not inflict damage upon the lessee, and the lessor reserves the right to use for itself or its successors or assigns in the event of such development of other lands for a fair consideration jointly with the lessee, any railroad constructed on the lands herein mentioned. Said lessee may use during the life of this lease any slopes headings entries and passage ways through over or across the lands included herein for the purpose of reaching, giving access to, or mining on any other lands which they may lease or buy, provided such lands are within one half mile of the lands embraced in this lease. 12. The lessee shall be entitled to use the timber on said lands only to the extent that it may be needed in mining said Coal; that is for shoring and supporting the mines on said land and for making timber for building houses on said land and for the construction of Cars, trestles chutes and tools used in mining; but it is also understood that said timber is not to be used in mining Coal on any other land, nor for any other purpose whatsoever. 13th Should there be at any time during the continuance of this contract any labor troubles or strikes among Miners participated in by the miners employed at the proposed mine herein agreed

to be opened and operated by reason of which it becomes necessary to suspend operations of said Mine or should any labor troubles or strikes or any other cause arise by which it becomes impossible to secure railroad facilities for marketing said Coal then and in such event during the continuance of such trouble or strikes the said lessee shall be required to pay only for coal actually mined and the forfeiture of said lease shall not operate during such time, but no strike shall be considered which is of shorter duration than 15 working days. 14th In the event the seam of Coal opened on said lands shall fail or be worked out this contract shall cease and determine and in case of a continued squeeze or shaned the ~~same~~ seam of Coal run into a fault the minimum royalty is not to be claimed during the continuance of such squeeze or fault and royalty is to be paid only on coal mined provided that the question as to whether or not such fault is of so serious a nature as to materially interfere with the working of the Coal shall be a subject of arbitration if the lessor so requires, by mining engineers appointed as provided in Clause 15,

15th Should there at any time be any difference of opinion or controversy between the parties hereto as to whether said mine is conducted on mining principles or regarding any other matter in this lease, each party shall appoint an engineer or other qualified person who shall arbitrate said matter of difference and if these shall not be able to agree they shall call in a third, and the decision of the majority shall be final.

In testimony whereof the said lessor and lessee have hereunto set their names and affixed their seals in duplicate this the day and year first above written

Ada Mineral Land Co,
by Charles H Marshall
President

Yellowboy Coal Co,
By R Yellowboy
President

DOCUMENTARY STAMP
AMT 100
Cts.

State County & City of New York,
I A N Simpson a notary Public in and for said State & County hereby certify Charles N Morshace President of the Alabama Mineral Land Company whose name is signed to the foregoing ~~Conveyance~~ Lease and who is known to me, acknowledged before me on this day that being informed of the contents of the said lease he executed the same for and in the behalf of the said corporation and affixed the Corporate seal thereto voluntorily on the day the same bears date.
Witness my hand & seal at office in the City of New York on this — day of — 1901

A N Simpson (Seal)

A.N. Simpson
Notary Public New York Co. N.Y.

State of Tennessee } I C W Mitcalf Jr. a notary
Shelby County } Public in and for said State & County hereby certify that Robert Galloway President of the Galloway Coal Company whose name is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that being informed of the contents of said Lease, he executed the same for and in the behalf of the said Corporation and affixed the Corporate seal thereto voluntorily on the day the same bears date.
Witness my hand and seal at office in the City of Memphis this 23rd day of April 1901

C W Mitcalf Jr.
Notary Public

C W Mitcalf Notary Public Memphis Shelby Co. Tenn

I Cyrus Garney Jr. secretary of the Galloway Coal Company do hereby certify that the Galloway Coal Company is a Corporation, chartered and doing business under the General incorporation laws of the state of Alabama, & has paid up Capital Stock of Three Hundred Thousand Dollars; and that at a meeting of the board of Directors of said Company held at Memphis Tenn. on the 22d day of April 1901 there were present a majority of said Board being a quorum thereof and at such meeting a resolution was adopted in these words:
"Resolved, that the action of R Galloway in executing on April 1st 1901, in the name

of this Company as lessee a lease with the Alabama Mineral Land Company as lessor for the privilege of mining Coal on section (5) in Township twenty two South Range four (4) West, in Shelby County Alabama and on part of section 7, in the same Township & Range in Bibb County Alabama, lee and the same is hereby fully ratified and confirmed as the act of the said Galloway Coal Company."

Witness my hand & seal of the Company on this 23rd day of April 1901

Cyrus Gurney Jr.
Secretary of Galloway Coal Co.

Filed for record August 14th 1901 & recorded

A. O. Langshore
Judge of Probate