Robert H Mudd Executor to James G Moore & J N Campbell Transferred to Galloway Coal Co.

Memoranda to be attached to lease dated September 1st 1900. From Robert H. Mudd Executor and Testamentary trustee under the Will of Henry H Mudd. to Jones G. Moore and Jasper N Campbell which lease was transferred to the Galloway Coal Company on November 28th 1900.

Description of Land.

In Bibb County Alabama, Section 7 Township 22 Range 4 West. North 1/2 of South East 1/4 Section 18. Township 22 Range 4 West. W 1/2 of Northeast 1/4, E 1/2 of Northwest 1/4

✓ In Shelby County Alabama. Section 8 Township 22. Range 4 West. Northwest 1/4 Southwest 1/4.

Royalty 7¢ per ton.

Payable quarterly commencing June 1st 1901 Annual rental $280.00 commencing June 1st 1901 Payable quarterly. First payment ~~June 1st~~ September 1st 1901, $70.00 Payment to be made within ten days after expiration of the quarter to Robert H Mudd Trustee, St Louis, Mo.

State of Alabama } Know all men by these
Jefferson County } Presents: that we the undersigned Jones G Moore, and Jasper N Campbell of Bibb County Alabama

in consideration of the sum of One Thousand Dollars ($1000 00/100) to us in hand paid by the Galloway Coal Co., a corporation organized under the laws of the state of Alabama, the receipt whereof of which is hereby acknowledged by us do hereby grant, bargain sell ~~and~~ convey transfer and assign to said Galloway Coal Company its successors or assigns all our hand right title and interest in and to a lease-hold estate granted to the said Jones G Moore and Jasper N. Campbell by Robert H Mudd as executor and testamentary Trustee under the will of Henry H Mudd deceased as of date September 1st 1900, granting the rights and privilege of mining coal for the term of twenty years from the date thereof and upon the terms and conditions as therein set forth in the following described lands in Bibb Co., Alabama Viz: The north half of southeast quarter of section 7, Township 22, Range 4 west, and in Shelby County Alabama the north west 1/4 of south west 1/4 of section 8, Township 22, Range 4 West, the interest in said lands conveyed by said lease being the undivided interest in said lands owned by the said Robert H Mudd as Trustee and Executor of said Henry H Mudd deceased; also the west half of the north east 1/4 and east half of the north west 1/4 section 18, Township 22, Range 4 west, in Bibb County Alabama a copy of the lease covering said lease hold estate is attached hereto as Exhibit "A" and made a part of this agreement and the said Jones G Moore and Jasper N Campbell do hereby transfer and assign to said Galloway Coal Company its successors or assigns the said lease and any further lease hereafter to be executed by the said Robert H Mudd as such executor Trustee to the said Jones G. Moore and Jasper N Campbell for the said mining rights & privileges in aforesaid lands. And the said Jones G Moore and Jasper N Campbell do hereby covenant with the said Galloway Coal Company its successors and assigns that they have a good right to transfer convey and assign the said lease hold Estate in: that they will keep the said Galloway Coal Company in quiet & peaceable possession of said premises during the term of said lease and that they will warrant and defend to the

said Gallaway Coal Company its successors and assigns, the title to the said Lease hold estate against the lawful claims of all persons whatsoever, and will execute or cause to be executed to the said Gallaway Coal Company its successors or assigns all such additional instruments or assurances of title as may be necessary to vest in the said Gallaway Coal Company a perfect title to the said Lease Hold estate in said lands for the term and upon the conditions herein before mentioned. Given under our hands and seals this the 28th day of November A D 1900

J. G. Moore
J A Campbell

Witnesses:
W. F Webb
A L Campbell

The State of Alabama } I W. J. Grubb a notary
Shelby County } Public in and for said County in said State hereby certify that James G Moore and Jasper N Campbell whose names are signed to the foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date. Given under my hand this 28th day of November A D 1900 — W J Grubb
Notary Public

This agreement made this 1st day of September 1900, by and between Robert H Mudd as Executor and Testamentary Trustee of Henry H Mudd deceased hereinafter called the lessor and James G Moore and Jasper N Campbell herein often called the lessees, witnesseth: That the said lessor for the consideration here in after named has demised granted and let & does by these presents demise grant and let to the said lessees the right and privilege of mining coal on the north half of the south east quarter of section 7, and in Bibb County Alabama and the north west quarter of the southwest quarter of section 8, in Township twenty two (22) Range four 4, west and in Shelby County Alabama, in which property above described the lessor as trustee of Henry H Mudd owns an undivided interest which interest and the rights incident there to are alone understood to be affected by this lease; also the west half of the north east quarter and the east half

of the north west quarter of section (18,) eighteen township 22, Range 4, west, and in Bibb County Alabama. To have and to hold the same unto the said lessees for a term of twenty years from this date, upon the conditions and terms hereinafter set forth, and it is hereby agreed between the parties hereto, as follows;

First, The lessees shall have the righte to sink or open such shafts or slopes or drifts as may be necessary or proper for mining coal and shall have the righte to build roads of any description 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, machinery and implements that may be of use in mining said coal, or in preparing same for market and shall also have the righte to use the neighboring surface of said lands for the erection of Coke Ovens troughs, tipples, houses for employees, and such stores and office buildings as may be needed in the prosecution of the lessees' business of mining coal but for no other purposes whatsoever, except such uses as may be proper in and about the mining of said coal, and preparation of same for market.

Second:- The lessees shall take possession of said lands upon the execution of this contract and shall begin mining coal upon & from the lands on or before June 1st 1901.

Third;- The lessees shall pay the lessor or his assigns a rent or royalty of seven (7) cents per ton of two Thousand pounds (2000) on all coal of every quality and description mined upon said lands.

Fourth:- The lessees will pay to the lessor or his assigns, the said royalty in quarterly payments the first to be made on the first day of June 1901 if any coal has been mined by that date, and and subsequent payments to be made every three (3) months thereafter, provided, however, that irrespective of the amount of coal mined from said lands the lessees will pay to the lessor or his assigns for the period beginning June 1st 1901 not less than the sum of two hundred & Eighty Dollars ($280.00) per annum rent at said amount to be paid in quarterly payments of seventy dollars ($70) each which is the minimum royalty ~~that~~

~~any proceeding~~ or rental to be paid and the first date for such payment is to be Sept 1st 1901. When the royalty on coal actually mined amounts to more that said minimum in any one quarter then the royalty will be paid at the rate per ton above specified only any such excess of coal mined in any one quarter, shall be applied in satisfaction of the minimum royalty due for any preceding or succeeding quarter in the then current year. It being understood that in adjusting the royalty under this lease computation shall be made and adjustment had annually, the first year being understood to begin on the date of the execution of this lease, and said computation being intended to determine whether or not more than the minimum royalty is due for the particular year in question. Statements from the lessees shall accompany each remittance, stating the amount of coal mined during the preceding quarter and statements with such remittances shall be made within ten (10) days after the expiration of the quarter for which the statement & remittance is to be sent. Payments herein provided for to be made by the lessees, shall be made to Robert S Mudd Trustee at St Louis Missouri or his assigns. Fifth :- The said lessor shall have the right to terminate this lease after thirty (30) days written notice to the lessees, if royalty or rent be not paid for two (2) consecutive installments thereof when due, or if the said lessees shall fail to work said mines continuously with reasonable diligence or for their best development or if in any way any of 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.
Sixth: There shall not be any subletting or underletting or assignment of the property hereby let nor any part thereof or change of the parties hereto without the written consent and concurrence beforehand of the lessor: but said lessees may transfer this lease within ninety (90) days from this date to a corporation with capital stock of not less than Twenty Five Thousand Dollars ($25.000) subscribed in good faith, with ten Thousand Dollars of said capital stock

paid in cash; provided however, that such transfer shall not release the Original lessees above named, from their obligations assumed by this lease.

Seventh: The lessees agree that they will mine the Coal in a proper and workmanlike manner at all points, and in such way as at not 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 him

Eighth: All machinery, buildings fixtures Coke Ovens railroad tram roads, and property of any 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 lien upon all machinery, fixtures, and property of all kinds for anything 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, machinery, fixtures 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 time rising out of this contract such price or such question shall be determined by arbitration as provided by the statutes of Ala, If the lessor declines to nominate a referee, he must pay the value put upon said machinery fixtures and other property by the lessees; and if the lessees after the appointment of a referee by the lessor refuse to make such appointment of a referee they shall forfeiture all other claim to compensation for such improvements fixtures or property. And at the Expiration of this lease whether by forfeiture or otherwise if the lessor shall desire not to purchase or own said buildings machinery fixtures and other property put upon said lands by lessees; then said Lessees shall within three (3) months after notice in writing remove all of such property from off the premises, or failing therein shall forfeiture the said lessor all of such property and be liable to said lessor for such other damage as may be sustained by reason of such failure to remove said property.

Ninth: Said lessor shall have the right by

agent or agents ~~such~~ at any and all times to enter upon, examine and survey said lands and mines, and to inspect and verify all books account sales, scales, maps plans diagrams etc. of said lessees, so far as pertains to ascertaining the amount of coal taken from said lands; or the proper performance of any covenant in this lease.

Tenth: The lessees agree to pay ~~to~~ all taxes or charges in the nature of taxes or license accruing 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 hereunder and shall be a lien on any property or leases on said lands or the lessor may forfeiture as hereinafter provided.

Eleventh: The lessor reserves the right to make and use the slopes, headings, entries and passage ways through, over and across any portion of the said property that may be worked out and abandoned by the lessees 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 and vested in the lessor who covenants however, to so carefully use the same as not to inflict damage or injury upon the rights of the lessees or in any way to interfere with any of their interests connected with the mining of coal. It is distinctly understood and agreed that the lessor reserves the right of way over ~~lands~~ said lands described in this lease for himself his heirs or assigns for railroads tram roads or other roads as may be necessary for the development of other lands belonging to the lessor which he may hereafter lease, or sell for mining or other purposes, which such right of way will not inflict damage upon the lessees; and the lessor reserves for himself his heirs and assigns the right to use for himself his heirs and assigns, in the event of such development of said lands for a fair consideration jointly with the lessees any railroad constructed by the lessees or assigns on the land herein mentioned.

Said lessees may use during the life of this lease, any slopes, headings, entries & passage ways through, over and across the lands included herein

for the purpose of reaching, giving access to, or mining on any other lands which they may lease or own provided said lands are within twenty five hundred (2500) feet of the main slope opened on the lands embraced in said lease.

Twelfth: The lessees shall be entitled to use timber ~~such~~ on said lands only to the extent that may be needed in mining said coal that is for shoring and supporting said mines on said lands and for making lumber for building houses on said lands and for construction of cars trolleys chutes and tools used in mining; but it is also understood that the timber is not to be used for mining coal on any other lands, nor for any other purpose whatever.

Thirteenth: 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 mines herein agreed to be opened and operated by reason of which it becomes necessary to suspend operations at said mines, or should any labor troubles or strikes or 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 strike the said lessees shall be required to pay only for coal actually mined, and no forfeiture of said lease caused by such strike shall operate during that time; but no strike is to be considered which is of shorter duration than fifteen working days.

Fourteenth: In the event that the seam of coal opened on said lands shall fail to be worked out this contract shall cease and determine and in case of a continued squeeze or shaved the seam of coal run into 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 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 ~~regarded in~~ provided in Clause 15.

Fifteenth: 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 a mining 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 binding and final.

Sixteenth: Any failure by the lessor or his assigns to forfeiture this lease on account of any breach by the lessees or their assigns or of any covenant in this lease, or for any other ground of forfeiture permitted by this lease, shall not constitute a waiver of the rights of the lessor or his assigns to forfeit this lease, for any further other or future breaches of covenants by the lessees or their assigns or other grounds of forfeiture.

In witness whereof the said Lessor and Lessees have hereunto set their names and affixed their seals in duplicate this the day & year first above written.

Robert H Mudd (Seal)
As. Executor, and Testamentary Trustee
under the Will of Henry H Mudd deceased
J. G. Moore (Seal)
J N Campbell (Seal)

The State of Alabama } I William I Grubb a Notary
Jefferson County } Public in and for said State
} County hereby certify that
J. G. Moore 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 voluntarily on the day the same bears date
Witness my hand at office in the City of Birmingham on this the 28th day of November 1900
W I Grubb Notary Public

The State of Alabama } I William I Grubb a
Jefferson County } Notary Public in and
} for said State & County
hereby certify that J. N. Campbell whose name is signed to the foregoing lease & who is known to me, acknowledged ~~before~~ to me on this day that being informed of the contents of said lease, he executed the same voluntarily on the day the same bears date
Witness my hand at office in the City of Birmingham on this 28th day of November 1900 W I Grubb
Notary Public

State of Missouri } I John M Hodgen a Notary
City of St Louis } Public in and for said State
} & City hereby certify that Robert
H Mudd 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
voluntarily on the day the same bears date
Witness my hand and seal at office in the
City of St Louis aforesaid on this the 1st day of
December 1900,

DOCUMENTARY STAMP AMT One CTS.

John M Hodgen
Notary Public within and for the City
of St Louis Missouri
My term Expires Dec, 4th 1900,

If said Moore Md Campbell shall not prior
by January 1st 1901 by lease or purchase the undi-
vided interest of the Tennessee Coal Iron & R.R. Co.
in said first named 120 acres of Land they
shall have the right at that date to cancel this
entire lease

Filed for record August 14th 1901 & recorded
A P Langshore
Judge of Probate