

=====

This agreement, made at Anniston, Calhoun County, Alabama, on October 28, 1901, by and between the Alabama Mineral Land Company, a corporation, hereinafter called the lessor and the Birmingham and Montevallo coal Company a corporation, hereinafter called the lessee, Witnesseth:

That the said lessor for the consideration ^{he} hereafter named, has demised and let, and does by these presents demise and let to the said lessee the right and privilege of minning coal on the north half of south west quarter, south east quarter of southwest quarter, west half of northeast quarter and north east quarter of ~~xxxx~~ Southeast quarter in section seven (7) Township twenty-one (21), south range three (3) west in Shelby County, Alabama. The said Lessor however reserves the right to cancel this lease as to the said Northeast quarter of Southeast quarter if said lessee shall not by September first, 1903, acquire from the owner thereof by purchase or lease the right to mine coal on the northwest quarter of Southeast quarter of said Section.

To have and to hold unto ^{said} ~~the~~ lessee for a term of Twenty years from September 1, 1901 upon the condition and terms hereinafter set forth, to-wit:

1. The lessee shall have the right to sink ^{or} ~~open~~ such shafts, slopes or drifts as may be necessary or proper for minning coal, and shall have the right to build railroads and roads of any other description over the said lands for the convenient transportation of said coal from said lands and of all materials and implements that may be of use in minning said coal or preparing same for market, and shall also have the right to use the surface of ~~said~~ said lands for the erection of coke ovens, trestles, tipples, ~~xxx~~ 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 whatever, and all proper uses in and about the mining of said Coal and the preperation of the same for market.

2. The said lessee shall take possession of said land upon the execution of this contract, and begin mining coal therefrom by December 1, 1901.

3. The lessee shall pay the lessor a rent or royalty of twelve (12) cents per ton of ~~of~~ two thousand ~~pounds~~ (2000) pounds on all coal mined of every quality and description

4. The lessee shall pay to the lessor, or its assigns, the said royalty in quarterly payments, the first payment to be made on December 1, 1901, if any coal has been ~~xx~~ mined by that date, and subsequent payments shall be made every three months thereafter; provided, however that irrespective of the amount of coal mined from said land, or whether any coal has been mined ~~xxxxxx~~ from said land, the lessee shall pay ~~amount~~ to the lessor or its assigns, for the period beginning March 1st 1902, and ending June 1st 1902, not less than one hundred and fifty Dollars (\$150) quarterly rental, which is the minimum payment to be made on June 1 1902; and ~~for~~ the quarterly period beginning June 1 1902 and ending September 1 ~~xxxxxx~~ 1902, not less than one hundred and fifty dollars (\$150) quarterly rental which is the minimum payment to be made on September 1 1902; and ~~for~~ each quarterly ~~xxxxxxx~~ period thereafter beginning September 1 1902, not less than the sum of eight hundred dollars (\$800) per annum rental said amount to be paid in quarterly payments of two hundred dollars ~~xxx~~ (\$200) each which is the minimum royalty or rent to be paid thereafter for each period of three months, and the first date for such minimum quarterly payment of two hundred (200) is to be December 1 1902. When the royalty on the coal actually mined amounts to more than said minimum in any one quarter then the royalty shall be paid at the rate per ton above specified and any such excess of coal mined in any one quarter shall be applied in satisfaction of the minimum royalty due for any ~~xxxxxxxxxxxx~~ 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 to begin September first, 1901, and said computation is ~~xxxx~~ 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 the payments of royalty and of minimum royalty herein provided for ~~are~~ to be made to the Alabama Mineral Land Company at its Office in Anniston Alabama, or wherever it may be located.

5. 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 quarterly installments thereof 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 inflicted upon the property or interest of the lessor other than unavoidably incident to the provisions herein contained or for the purpose as herein proposed. Any failure by the lessor, or its ~~xxx~~ assigns, to forfeit this lease on account of any breach by the lessees, or its assigns, of any covenant in this lease, or for any other ground of forfeiture permitted by this lease, shall not constitute a waiver of the right of the lessor, or its assigns, to

106
to forfeit ~~the~~ this lease for any further other or future breach of covenant by the lessee, or its assigns, or other grounds of forfeiture.

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 beforehand of the said lessor.

7. The lessee agrees to mine the 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 purpose of the lessor in case of reversion to it.

8. All machinery buildings, fixtures, coke ovens, railroads, tram tracks and property of any ~~and~~ all kinds placed in or upon said lands ~~and~~ shall remain the property of the parties placing the same thereupon or therein; nevertheless it is agreed that the lessor shall have ~~an~~ a lien upon all such 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 price or such question shall be ~~and~~ 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 property by the lessee, and if the lessee, after the appointment of a referee by the lessor, refuse to make such appointment of referee said lessee shall forfeit all claim to compensation for such improvements, fixtures or property. At the expiration of this ~~Lease~~ whether by forfeiture or otherwise, if the lessor should not desire to purchase or own said buildings, machinery, fixtures and other property put upon said lands by said lessee, then the said lessee shall within three (3) months after notice in writing remove all of such property from off said premises or failing therein shall forfeit to said lessor all of said property, and be liable to said lessor for such other damages as it may sustain by reason of such failure to remove said property.

9. Said lessor shall have the right, by agent~~s~~ or agents at any and all times to enter upon and examine and survey said lands and mines, and to inspect and verify all books accounts, sales scales, maps, plans, diagrams etc. of said lessee as far as pertains to ascertaining the amount of coal taken from said lands.

10. The lessee agrees to pay all taxes or charges in the nature of taxes or license accruing upon said ~~property~~ property during the pendency of this lease, and upon 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 upon any property of lessee on said land, or the lessor may cancel this lease.

11. The lessor ~~may~~ reserves the right to make and use such slopes, headings, entries and passage-ways through, over or across any portion of ~~and~~ the ~~property~~ said property as may have been worked out and abandoned by the lessee, for the purpose

107

of reaching, giving access to, or mining in any other lands of the said lessor not included in ~~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 remain vested in the said 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 the lessee's interests connected with the mining of coal; and said lessor reserves the right of way over said lands described in this lease for itself or its assigns for railroads tram-roads or other roads as may be necessary or convenient for the development of any other lands belonging to the said lessor which it may hereafter lease or sell for mining or other purposes, when such right of way will not inflict damage upon its lessee; together with the right to use for itself, or its successors or assigns for a fair consideration jointly with said ~~xxxxx~~ lessee any railroad constructed on the lands herein mentioned. Said lessee may haul over, through or across said land any coal mined on adjacent land during the life of 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 lands and for making lumber for building houses on said lands and for the construction of cars, ~~xxxxxxx~~ 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 whatever.

13. Should there be at any time during the continuance of this lease any labor trouble or strike 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 ~~xxxxx~~ suspend operations at said mines, or should any labor trouble, or strike or any other cause, arise by which it becomes impossible to secure railroad facilities for marketing said coal, said lessee, during the continuance of such labor trouble or strike, shall be required to pay only for coal actually mined, and the forfeiture of this lease by reason of suspension of operations for such cause shall not operate during such period; but no strike shall be considered which is of shorter duration than fifteen (15) working days.

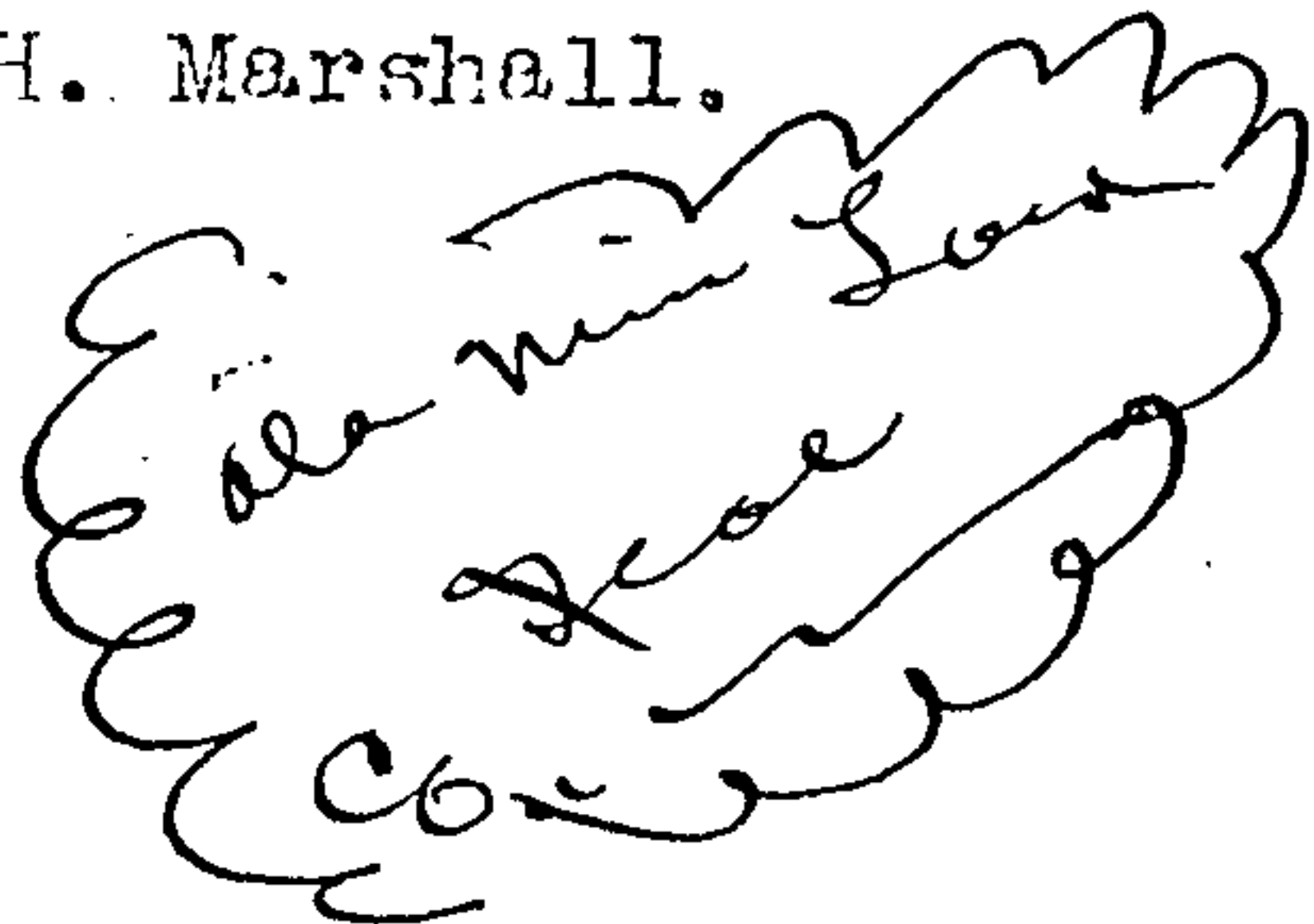
14. ^{In event} ~~In the event~~ that the ~~xxxx~~ seam of coal opened on said lands shall fail or be worked out, this contract shall cease and ~~xxx~~ determine; and in case of a continued squeeze or should the seam of coal run into a fault the minimum royalty is not to be claimed during the continuance of such squeeze or fault, and the 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 herein elsewhere provided.

15. Should there at any time be any difference of opinion or controversy between the parties hereto as to whether the mining ~~principles~~ on said lands 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~~ 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.

Arch A. Campbell,
as to Chas. H. Marshall.



ALABAMA MINERAL LAND COMPANY,

By Charles H. Marshall,

President.

Birmingham and Montevallo Coal Company.

By John K. Smith.

State and County and City of New York.

I Arch'd A. Campbell a notary Public in and for said State and County hereby certify that Charles H. Marshall President of the Alabama Mineral Land Company, whose name is signed to the foregoing ~~lease~~ lease, and who is known to me, acknowledged before me on this day that being informed of the contents of the said lease, he as President of the said Alabama Mineral Land Company, executed the same in the name and in ~~the~~ behalf of said corporation and affixed the corporate seal thereto voluntarily on the day the same bears date.

Given under my hand and official ~~signature~~ signature this 28th day of October 1901.

~~Arch A. Campbell~~

Arch A. Campbell

Notary Public Kings Co.

Certif. filed in NY CO.

State of Alabama)

Jefferson County) I Orleana Lamar a Notary Public in and for said ~~State~~ State, and County, hereby certify that John K. Smith of the Birmingham and Montevallo 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 the said lease, he as President of the said Birmingham and Montevallo coal Company ~~executed~~ executed the same in the name and in behalf of said corporation and affixed the corporate seal thereto voluntarily, on the day the same bears date.

Given under my hand ~~and~~ and official signature at its office in the city of Birmingham Ala. on this 7th day of November 1901.

Orleana Lamar, Notary Public.

STATE OF ALABAMA)

JEFFERSON COUNTY) Know all men by these presents, That this contract entered into this 25 day of June 1903, between Mrs. Catherine E. Dunlap party of the first part and the Birmingham and Montevallo Coal Company, party of the second part.

Witnesseth:

—:FIRST:—

That Mrs. C. E. Dunlap party of the first part, agrees to loan to ~~the~~ ^{C.} the Birmingham and Montevallo Coal; the party of the second part \$1000. to be used in paying off all royalty that may be due to lessor under and by virtue of the above lease to November 1st. 1903.

:- SECOND:-

The Birmingham and Montevallo Coal Company party of the second part, in consideration of the ~~xxxx~~ above loan hereby transfers to Mrs. C. E. Dunlap party of the first part, the above lease, but on condition that if the Birmingham and Montevallo Coal Co. party of the sEcond part, pays to Mrs. C. E. Dunlap party of the ~~xxxxxx~~ first part (\$1000.00) the amount of said loan on or befor Nov. 1st 1903, then and in that case, the said transfer shall be null and void, and Mrs. C. E. Dunlap party of the first part, hereby agrees to return said lease to the Birming- ham an d Montevallo Coal Co.,party of the second part.

Mrs. C. E. Dunlap (Seal)

Witness.

Birmingham and Montevallo Coal Co., (Seal)
L. B. Dunlap Pres.

E. A. Wilson Secty. (Seal)

Harry Preiss to D. & W.

Ros e Duff to Mrs. C. E. D.

FILED FOR RECORD ON THE 23rd. DAY OF MARCH 1904, AND RECORDED,

A. P. LONGSHORE,
Judge OF Probate.

