1. This Lease Agreement, made at Anniston, Calhoun County, Alabama, on June 24, 1907, by and between the Alabama Mineral Land Company, a corporation, lessor, and the Roden Coal Company, a corporation, lessee, witnesseth:

That said lessor for the consideration hereinafter named does hereby demise and let to said lessee, with the surface rights described in Paragraph Two (2) of this lease, the right and privilege of mining coal from the Clark and Gholson seams, (further identified as the two seams on which the Roden Coal Company has opened slopes during the year 1907), where said seams are in and under the following lands to-wit: all of Section Five (5); all of Section Six (6), except the undivided half interest in South-west Quarter of North-west Quarter (SW¼ NW¼) not owned by lessor; all of Section Seven (7), except the undivided four-fifths interest in the North half of South-east

Quarter (N½ SE¼), not owned by lessor; the North-west
Quarter of North-west Quarter (NW¼ NW¼), South-west
Quarter of South-west Quarter (SW¼ SW¼), East Half of
South-east Quarter (E½ SE¼), and one fifth undivided
interest in North-west Quarter of South-west Quarter
8 (NW¼ SW¼) of Section Eight (8); West Half of North-west
9 Quarter (W½ NW¼) of Section Nine (9); North-east Quarter
of South-west Quarter (NE¼ SW¼), South-east Quarter (SE¼)
17 and North Half (N½) of Section Seventeen (17); all being
22-4W in Township Twenty-two (22) South, Range Four (4) West,
and lie in Bibb and Shelby Counties, Alabama.
To have and to hold unto said lessee for a term of Nineteen
(19) years, Four (4) months and Twenty (20) days, expir-
ing on November 14, 1926, upon the conditions and terms
hereinafter set forth, to-wit:
2. Lessee shall have the right to sink or open such
shafts, slopes, or drifts as may be necessary and
proper for the mining of coal and shall have the right
to build railroads and roads of any other description over
that portion of said land on which surface rights are
granted under this paragraph for the convenient transpor-
tation of said coal from said land and of all materials
and implements that may be of use in the mining of
said coal or preparing same for market and shall also
have the right to use the surface of that portion of said
land which is hereinafter described for the erection
of coke ovens, trestles, tipples, houses for employes and
such store or office buildings as may be needed in
the transaction of lessee's business of mining coal and for
no other purpose whatsoever, and all proper uses in
and about the mining of said coal and the preparation
of same for market; provided, however, that the surface
rights granted to said lessee under this lease shall apply
only to that portion of the surface of the East Half (E½) of
Section One (1), of the North Half of North-east Quarter (N½
NE¼) of Section Twelve (12) in Township Twenty-two (22) South,
Range Five (5) West, and of Section Six (6), Township Twenty-two
(22) South, Range Four (4) West, which lies south and east
of the mainline of the Southern Railway as now constructed
between Lynne and Blocton, and lies west and north-west of
the creek or branch running through said Section Six (6),
substantially parallel with the outcrop of the Thompson seam

in Section Six (6) and said branch or creek is more particularly shown by the red line on the plat which is hereto attached as a part hereof; and the mining rights granted hereunder are subject to the limitations of the lease of said lessor to the Galloway Coal Company for the Thompson seam and the seams above said Thompson seam.

3. Lessee shall take possession of said land upon the execution and delivery of this contract and begin mining coal therefrom by July 1, 1908.

4. Lessee shall pay lessor a rent or royalty of eight (8) cents per ton of two thousand pounds on all coal mined of every quality and description.

5. Lessee shall pay to lessor, or its assigns, said royalty in monthly payments, the first payment to be made on February 20, 1908, for the coal mined during the preceding calendar month, and subsequent payments shall be made on a like day in each month thereafter during the term of this lease for the coal mined during the preceding calendar month, provided, however, that irrespective of the amount of coal mined from said land, or whether any coal has been mined from said land, lessee shall pay to lessor, or its assigns, not less than Two Hundred and fifty ($250) Dollars per calendar month rental, which is the minimum royalty or rent to be paid from and after January 1, 1908. When the royalty on the coal actually mined amounts to more than said minimum in any calendar month then the royalty shall be paid at the rate per ton above specified, and any such excess of coal mined during any month shall be applied in satisfaction of the minimum royalty due for any preceding or succeeding month in the then current year, it being understood that in adjusting the royalty under this lease computation shall be made and an adjustment had annually, the first year beginning July 1, 1907; and said computation is intended to determine whether or not more than the minimum royalty is due for the particular year in question. Statements from lessee shall accompany each remittance, stating the amount of coal mined during the preceding calendar month. All payments of royalty under this lease must be made to the Alabama Mineral Land Company, at its office in Anniston, Alabama, or wherever it may be located, or at the office of the assigns of said Alabama Mineral Land

Company,

6. Said lessor shall have the right to terminate this lease upon written notification to said lessee if any installment of royalty or rent in default shall not have been paid within fifteen (15) days after written notice of such defaltation; and lessor shall also have the right to terminate this lease by written notification if 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 lessor other than unavoidably incident to the provisions herein contained or for the purposes herein proposed. The act of going into bankruptcy by the lessee, voluntary or involuntary, shall be a forfeiture of this lease, if the lessor shall so elect, and shall give lessor the right immediately to enter upon and take possession of said premises. Any failure by lessor, or its assigns, to forfeit this lease on account of any breach by lessee of any agreement, condition or covenant herein, or for any other ground of forfeiture permitted by this lease, shall not constitute a waiver of the right of lessor, or its assigns, to forfeit this lease for any further, other or future breach of agreement, condition or covenant by lessee, or for other ground of forfeiture.

7. There shall not be any subletting, underletting or assignment of this lease, or change of the parties thereto, without the written consent and concurrence beforehand of said lessor.

8. Lessee covenants and agrees that all mines opened upon said land shall be opened and operated in a skillful and minerlike manner and such as would be approved by experienced mining engineers, and all entries and roofs in such mines shall be thoroughly propped so as to make them safe and convenient for present and future mining, and the timbers used in preparing and propping said entries, rooms and roofs shall be sufficient in kind and strength for the proper security of said entries, rooms and roofs; and covenants and agrees to mine the coal from said land at all times 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 lessor in case of reversion to it.

9. Lessee agrees to pay all taxes or charges in the nature of taxes or licenses accruing upon said property during the pendency of this lease after January 1, 1908, and upon failure to pay same when due lessor may pay and the amount so paid by lessor 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 for such failure of lessee to pay when due.

10. All machinery, buildings, fixtures, coke-ovens, railroads, tram tracks, coal, merchandise, and other property of any and all kinds, whether real, personal or mixed, placed in or upon said lands shall remain the property of the party placing the same thereupon or therein; nevertheless, it is agreed that the lessor shall have a lien upon all such property of any and every kind for anything due, or to become due, to lessor under this contract; and said lessor shall have the right and option of purchasing any part or all of such property at the termination of this lease whether terminated by expiry, or forfeiture, or any other cause; and if the parties hereto shall not be able to agree upon the price thereof, it shall be determined by arbitration, as provided by the statutes of Alabama. If lessor decline to nominate a referee it must pay the value upon said property by lessee; and if lessee, after the appointment of a referee by lessor, refuse to make such appointment of referee said lessee shall forfeit all claim to compensation for such property. At the expiration of this lease, whether by expiry, forfeiture, or otherwise, if lessor should desire not to purchase or own any or all of said property put in or upon said lands by lessee, then said lessee shall within one (1) month after notice in writing remove all of such property not desired by lessor from said land or failing therein shall forfeit to lessor all of such property not so removed, and be liable to lessor for such other damages as it may sustain by reason of such failure to remove said property; supporting timbers and shores placed in the mines on said land, and slopes, shafts, entries and other dead work done in said mines, shall remain in said mines as a part thereof without cost to lessor, and said timbers and shores shall not be removed

from said mines, unless for prompt renewal, and said slopes, shafts, entries and other dead work shall not be destroyed without the written consent of lessor.

11. Lessor shall have the right by agent or agents, at any and all times, to enter upon and examine said lands and mines for any purpose and to inspect and verify all books, accounts, sales, scales, maps, plans diagrams, etc., of said lessee so far as pertains to ascertaining the amount of coal taken from said land.

12. Lessor reserves the right to use any slopes, headings, entries and passage ways, through, over or across any portion of said property that may be worked out and abandoned by lessee, for the purpose of reaching, giving access to, or mining any other lands belonging to lessor; and reserves the right of way over said lands described in this 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 lessor which it has leased, sold, used or developed or which it may hereafter lease, sell, use or develop for mining or other purposes, when such rights of way will not inflict damage upon lessee; and reserves the right to use for itself, or its successors or assigns, in the event of such lease, sale, use or development of other lands, for a fair consideration, jointly with said lessee, any railroad constructed on the lands herein mentioned; 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 lessor, which covenants, however, to so carefully use the same as not to inflict damage or injury upon the right of lessee, or in anywise to interfere with any of its interests connected with the mining of coal.

13. Lessee shall be entitled to use the timber from that portion of said land on which surface rights are granted under this lease, and said timber shall be used only to the extent that it may be needed for shoring and supporting the mines on said land and for making lumber for building houses on said land and for the construction of cars, trestles, chutes and tools used in mining said coal, and for no other purpose whatsoever.

14. 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 mine herein agreed to be operated by reason of which it becomes necessary to suspend operation at said mine, 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, or while such lack of transportation facilities exists, shall be required to pay only for coal actually mined, and this lease shall not be forfeited by reason of suspension of operations for such cause; but no labor trouble, nor strike, nor lack of transportation facilities shall be considered which is of shorter duration than fifteen (15) consecutive working days, nor which has been caused or continued by lessee.

15. If the seam of coal opened on said land shall fail or be worked out, this contract shall cease and determine upon written notice to the lessor.

16. Should there be at any time any difference of opinion or controversy between the parties hereto as to whether the mining on said land is conducted on mining principles, or regarding any other matter whatever 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 final.

17. Lessee may use without charge during the life of this lease any slopes, headings, entries, and passage-ways through, over or across the said lands for the purpose of reaching, giving access to, or mining in any other lands which it may own or lease, provided such lands are within five (5) miles of the lands hereby leased.

18. Any notice herein provided for may be served on said lessee by serving on any officer of said corporation.

In Testimony Whereof, said lessor and lessee have hereunto set their names and seals, in duplicate, this the day and year above written.

Ala. Min. Corporate Seal Land Co.

A. A. Campbell as to
Chas. H. Marshall
witness as to Signature of
B. F. Roden
Ivey F. Lewis

Alabama Mineral Land Company,
By Charles H. Marshall, President.

Roden Coal Co. Corporate Seal

Roden Coal Company,
By B. F. Roden, President

State, County, and City of New York.
I, A. 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, 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 behalf of said corporation and affixed the corporate seal thereto voluntarily, on the day the same bears date. Given under my hand and official seal, at office in the City of New York, on 22nd day of January 1908.

Seal

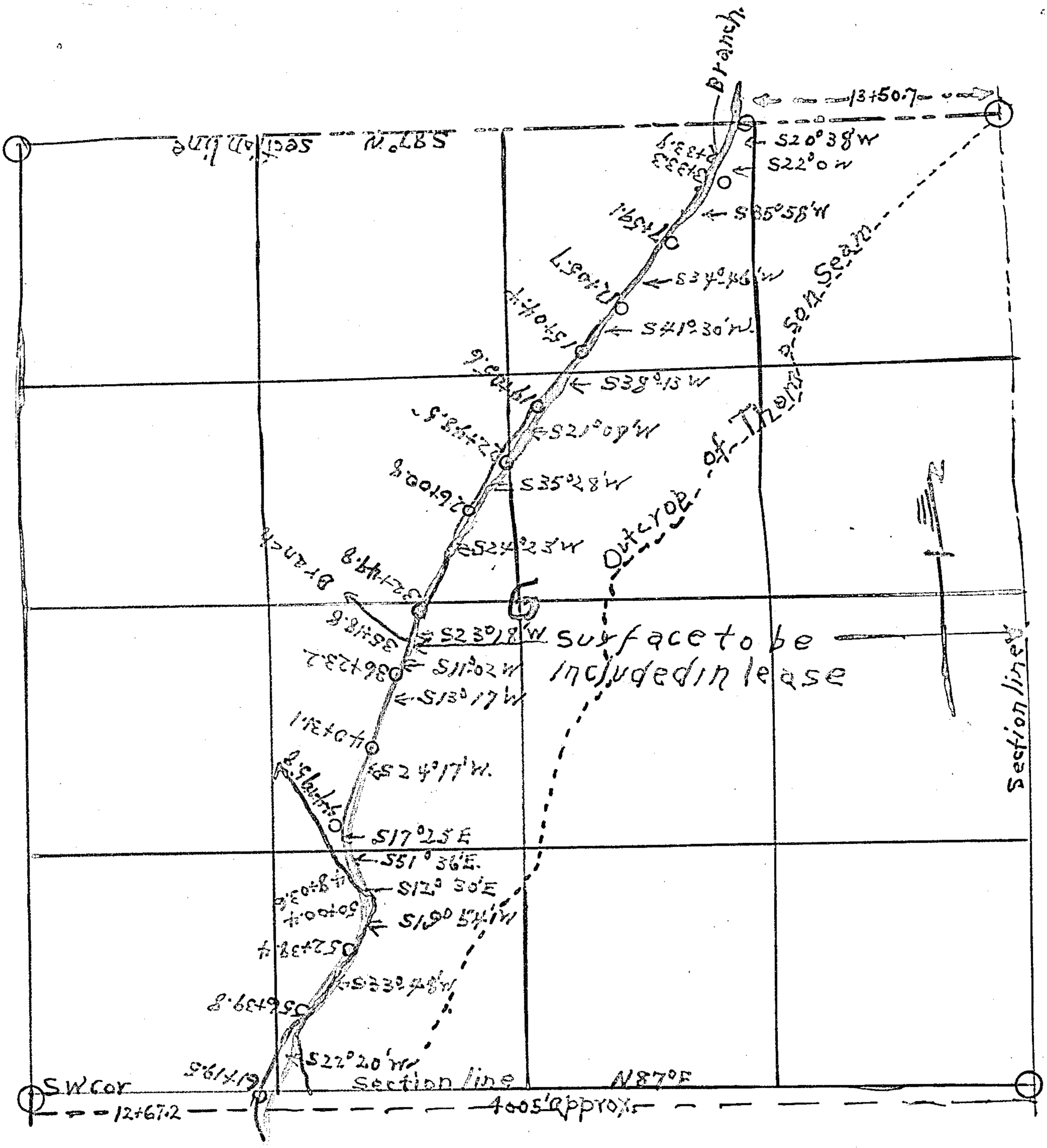
A. A. Campbell, Notary Public, Kings County, 113 Certificate filed in N. Y. Co.

State of Alabama,
Jefferson County. } I, Irey F. Lewis, a Notary Public in and for said State and County, hereby certify that B. F. Roden, President of the Roden 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 Roden Coal Company, 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 official seal, at office in the City of Birmingham, on the 7 day of January 1908.

Irey F. Lewis,
Notary Public.

Notary Seal Public.

Filed and recorded May 30th 1908.
A. P. Langphorn, Judge of Probate.




Section 6. T.22S. R4W.

July 3rd, 1906

Scale 1" = 900'