An agreement, made and entered into this 19th day of January 1909, by and between Southern Railway Company, a Corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and Lathrop-Hatten Lumber Company, a corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Lumber Company, party of the second part; Witnesseth: That, Whereas, the Railway Company heretofore leased to the Lumber Company, under and by virtue of two (2) certain indentures of lease made and entered into by and between the Lumber Company and the Railway Company, bearing dates of the 3rd day of June, 1904, and the 21st day of February, 1906, respectively, the following described relaying rails and fastenings, viz:

1,050 feet of 60-lb. rail	9 tons, 840-lbs,
51,458 feet of 56-lb. rail	428 tons, 1830-lbs.
Angle bars	25 tons, 1338-lbs.
Bolts	1 ton, 1860-lbs.
Total	465 tons, 1388 lbs.

Said rails and fastenings having been delivered to the Lumber Company f.o.b. cars of the Railway Company, at Bell City, in the County of St. Clair and State of Alabama, and used by the Lumber Company for the purpose of constructing and operating certain logging railroad tracks, in the Counties of St. Clair and Shelby, in the State of Alabama, tributary to the line of railroad of the

railroad of the Lumber Company which extends southwestwardly from said Pell City, in said County of St. Clair, to and into the said County of Shelby; and Whereas, both of the terms created by the said indentures of lease expired by limitations on the 9th day of November 1908; and Whereas, the Lumber Company desires to lease the said rails and fastenings for a further term, beginning as of the 9th day of November, 1908, and ending on the 31st day of December, 1909, which the Railway Company is willing to do upon the terms and conditions hereinafter expressed:

Now therefore, in consideration of the rents or sums of money herein reserved to be paid to it by the Lumber Company, and of the covenants of the Lumber Company upon its part faithfully to be kept and performed, as hereinafter expressed, the Railway Company hereby agrees that it will, and hereby does, lease to the Lumber Company the rails and fastenings hereinbefore recited and described.

To have and to hold the said rails and fastenings unto the Lumber Company, its successors and assigns, for a term beginning as of the 9th day of November, 1908, and ending on the 31st day of December, 1909; upon the Lumber Company's yielding and paying, however, unto the Railway Company, the annual rent or sum of six hundred and fifty one and 87/100 Dollars ($651.87); said sum being the interest at the rate of five per centum (5%) per annum upon the valuation of said rails and fastenings at the agreed rate of Twenty-eight Dollars ($28.00) per gross ton of the aggregate weight thereof, and payable in equal monthly installments of Fifty-four and 32/100 Dollars, in advance, for each and every month of the term hereby created.

And the Lumber Company hereby covenants and agrees:

1. That it will pay the rents herein reserved in the manner specified.

2. That it will use the said rails and fastenings for the purpose of maintaining and operating the said logging railroad tracks of the Lumber Company, and no other, and that it will not permit any traffic to pass over the same except such as passes over the lines of the Railway Company, or such as both originates and terminates on the lines of the Lumber Company, without the consent, in writing, of the Railway Company to such additional use, and paying therefor such additional rental as may be agreed upon between the Railway Company and the

Lumber Company.

3. That it will not assign this lease, or sublet the said rails and fastenings, or any part thereof, to any third person or persons, except upon the consent, in writing, of the Railway Company.

4. That it will pay all taxes which may be assessed upon the said logging railroad tracks of the Lumber Company, or against the Railway Company by reason of its ownership of said rails and fastenings.

5. That it will, at all times during the term hereby created keep a sufficient number of cross-ties under the said rails to prevent the same from bending or kinking.

6. That it will ship, or cause to be shipped, over the lines of the Railway Company and its connections, all freights used or produced in or about the business of the Lumber Company; Provided, however, that rates are afforded the Lumber Company by the Railway Company, which are not in excess of those of competing carriers for similar services performed under substantially similar circumstances and conditions.

7. That in the event that the Lumber Company shall be in default for thirty (30) days in the payment of any installment of the rent herein reserved, after the same shall be due, or shall violate any other of its covenants in this agreement contained, then forthwith upon such default or violation, and at all events upon the expiration of the term hereby created, the Lumber Company will return the said rails and fastenings to the Railway Company, in good condition, ordinary wear and tear excepted, loaded upon cars of the Railway Company at said Pee City; or, in default thereof, the Railway Company may itself enter upon the said logging railroad tracks of the Lumber Company, take up the said rails and fastenings, load the same upon cars and deliver at said Pee City, but at the cost and expense of the Lumber Company, and again possess and enjoy the said rails and fastenings as of its own proper estate.

In Witness whereof, its parties hereto have executed these presents the day and year first above written.

E.R. Anderson
Assistant-Secretary

L.S. Southern R.R. Co. attest

Southern Railway Company
By C.H. Ackert Vice Pres. & Gen. Man.

L.S.
Attest. John G. Mahony
Secretary

Lathrop-Hatton Lumber Company
Incorporated 1899 Nov 12
By Frank H. Lathrop
President

12-26-08 B 11734

District of Columbia, } ss:
City of Washington. }

I, Pearce Horne, a commissioner of Deeds for the State of Alabama in the District of Columbia, hereby certify that C. H. Ackert and George R. Anderson, whose names as Vice-President & General Manager and Assistant Secretary of the Southern Railway Company, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

And the said George R. Anderson, Assistant Secretary, as aforesaid being by me first duly sworn, says that he knows the corporate seal of said Southern Railway Company; that the seal affixed to the foregoing instrument is the corporate seal thereof and that he affixed said seal to said instrument by authority of the Board of Directors of said corporation, and by like authority signed his name in attestation thereof and of the execution of said instrument by the said Vice President and General Manager of said corporation.

Given under my hand and official seal at office in said District and City on this 23rd day of February 1909.

Pearce Horne (Seal)
Commissioner of Deeds for the State of Alabama in the District of Columbia
(Comm. on Deeds)

State of Alabama } ss.
St. Clair County. }

I, Chas. S. Pratt, a Notary Public in and for said County in said State, hereby certify that F. H. Lathrop and John G. Marbury, whose names as President and Secretary of the Lathrop-Hatton Lbr Co., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers with full authority, executed the same voluntarily for and as the act of said corporation. And the said John G. Marbury, Secretary, as aforesaid, being by me first duly sworn says that he knows the corporate seal of said Lathrop Hatton Lbr Co; that the seal affixed to the foregoing instrument is the corporate seal thereof and that he affixed said seal to said instrument by authority of the Board of Directors of said corporation, and by like authority signed his name in attestation thereof and of the execution of said instrument by

the said President of said corporation -
Given under my hand and official seal, at office, in said County, on this 2nd day of February 1909 -

Chas P. Pratt Seal -
Notary Public

Filed and recorded March 30th 1909 A. S. Lougphrey Judge of Probate