State of Alabama } This Indenture, made and entered
Jefferson County } into this ~~the~~ 5th day of January
1911.

By and between the Montevallo Dogwood Coal Company a Corporation duly Chartered, organized and doing business under and by virtue of the Laws of the State of Georgia, party of the first part, and Samuel Levy and Simon Levy of the City of Birmingham State of Alabama, parties of the second part,

Witnesseth: The said party of the first part for the consideration hereinafter named has demised and let, and has by these presents demised and let to the said parties of the second part for a term of fifteen (15) years from this date, the right and privilege of mining coal on the following tracts or parcels of lands to-wit: All of the lands owned by the party of the first part in the County of Shelby and State of Alabama, and containing Nine Hundred (960) and sixty acres, more or less, and fully described in the deeds conveying

said property to the party of the first part, one of the deeds being made by J. H. ~~Stephenson~~ Stevenson as receiver, to party of first part, conveying about ~~700~~ Seven Hundred (750) and fifty acres; another deed from H. N. Harrison and wife to the party of the first part conveying the South-East Quarter (SE) of the South west quarter, Section Twenty-nine (29) Township Twenty-one (21) Range Three (3) West, also the land conveyed from Mc E. Lonelady to party of the first part containing Twenty-nine (29) acres; also the land conveyed by contract from Miss Mary Wooten, to party of the first part containing one hundred and forty four (144) acres, more or less.

The parties of the second part shall have the right to sink or open shafts, slopes or drifts as may be necessary or proper for mining coal, and shall have the right to lined roads of any description over the said lands for the convenient transportation of said coal from said land, 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. About Seven (700) Hundred acres of this land is owned by the parties of the first part in fee simple and the remainder of said land is held under deeds for mineral rights only, with the usual mineral rights privileges, and these rights are hereby leased.

The parties of the second part to have the right to use all of the said houses upon said land together with any other tenements or improvements on said land.

To Have and To Hold to the said parties of the second part for a term of fifteen (15) years from this date, upon the condition and terms hereinabove set forth and as hereinafter set forth to-wit;—

1st: The party of the second part shall take possession of said premises upon the execution of this contract, and to begin mining coal from said land within Six (6) months from this date.

2nd: The parties of the second part shall

pay to the parties of the first part a rent or royalty of fifteen (15¢) cents per ton of two thousand (2000) pounds, on all coal mined of every quality and description. The railroad weights shall govern as to amount of all the coal actually shipped over the railroad from said property.

3rd: The parties of the second part hereby agree that they will mine and ship, commencing six (6) months from this date a minimum of three thousand (3000) tons per month for one year from that date, and not less than thirty five hundred (3500) tons per month for the second year and not less than four thousand (4000) tons per month for the third year, and not less than forty five hundred (4500) tons per month for the fourth year, and not less than five thousand (5000) tons per month for the fifth and all succeeding years.

The royalty on said monthly productions shall be paid on the 25th of the succeeding month, and shall cover all coal mined for the preceding month, but the same is not to be less than the minimum amount named herein and in the event that during any month of the year, there shall be mined less than the minimum amount provided herein, and in the event there shall be more coal mined in any month of the year than the minimum amount, a sufficient portion of that excess shall be applied to the months in which there is a deficiency to bring up such month or months to the minimum amount named herein. The royalty under this lease in so far as excess or deficiency is concerned, shall be balanced once a year. The statements from said parties of the second part shall accompany each remittance, stating amount of coal mined during the preceding month.

The parties of the second part are to take out all of the coal that is good, merchantable coal whether the same be lump or steam coal.

4th: The said party of the first part shall have the right to terminate this

lease by written notice to the parties of the second part, or their assigns, as hereinafter provided for, if royalty or rent be not paid for three consecutive installments thereof when due, or if said parties of the second part shall fail to work said mines with reasonable care, or for their proper developments, or if in any way the covenants of this contract be violated, or any unreasonable damage or injury be inflicted upon the property, or the interest of the party of the first part, other than unavoidably incident to the provisions herein contained, or purposes herein proposed.

5th: It is further agreed by the parties of the second part that they will mine the coal in ~~the~~ a proper and workmanlike manner, at all points and in such a way as at no time to obstruct their advantageous working of the property or to impair its availability or values for the further purposes of the party of the first part, in case of reversion to-wit:— Nor shall there be any sub-letting or under letting or assignment of this lease, or change of the parties hereto, without the written consent and concurrence beforehand of the parties of the first part, but the parties of the first part, hereby consent and agree that so soon as a corporation to be known as "Copper Creek Montevallo and Cahaba Coal Company" can be chartered and organized, that this lease may be assigned by party of second part to said corporation, they thereby assuming all the obligations contained in this agreement.

6th: In the event of default, as hereinabove stated, by the party of the second part, the party of the first part shall have a lien upon any and all of the property and improvements upon this property of any and all descriptions of said party of the second part or their assigns to the extent and amount in full for such default, and upon the full satisfaction of such default or the termination of this lease the remaining property, and

improvements except buildings of the said party of the second part, shall be turned over to the said party of the second part for their assigns.
7th: It is hereby agreed that if there should be any difference of opinion or controversy between the parties hereto as to whether said mine is being conducted in a proper and workmanlike manner, then each party shall appoint a mining engineer, and said engineers shall arbitrate said matter of difference, and if these shall be unable to agree, they shall call in a third engineer and the decision of the majority shall be final.
8th: Said party of the first part shall have the right by agent or agents at any and all times, to enter upon and examine said land and mine, and to inspect and verify all books, accounts, sales, scales, etc., of the party of the second part, or their assigns, so far as pertaining to, and ascertaining the amount of coal taken from said land.
9th: The parties of the second part or their assigns shall pay all taxes on improvements and machinery or other property placed by them upon the property of the parties of the first part, and all charges in the nature of license or income taxes, so that parties of the first part shall be required to pay only the taxes on its physical property.
10th: It is further agreed that the slopes, shafts or other openings made upon the lands herein described shall not be used for the purpose of taking or removing coal from other and adjacent lands, but shall only be used through which to move and take out the coal actually mined upon the property of the party of the first part, but if the parties of the first shall purchase any other lands adjacent to the lands described in this lease, the parties of the second part shall have the right to mine coal upon the same, upon the same terms and conditions as named in this lease, and as if the same was described and

conveyed in this lease.

11th: It is understood and agreed that the parties of the second part and their assigns, shall be entitled to use the timber on said lands only to the extent that may be needed by them in mining said coal, or for shoring and supporting the mines on said land and for building such houses as may be necessary, but no part of the timber on said property shall be cut and sawed at a saw-mill.

12th It is understood and agreed that in the event of a suspension of mining work caused by strikes, deficiency of railroad transportation or Providential interferences, the minimum clause shall not be operative during such suspension.

13th:— Should there be at any time default made by parties of the second part in making payment of the royalty or rents, or any other failure provided for in this contract, and the party of the first part shall for any reason not exercise the rights given them under this contract, such failure shall not operate as a waiver of the rights of the party of the first part in case of further defaults.

14th:— Should the parties of the second part desire an extension of time they shall have the right to have this lease extended for a term of fifteen (15) years from the date of the expiration as hereinbefore provided, provided they give written notice one (1) year before the expiration of this lease, and provided further, that if the price of coal shall increase by the expiration of this present lease, the rate of royalty or rent shall be increased in proportion therewith; and should the price of coal continue to increase during the time of said extension, then the royalty or rent shall likewise be increased at each period of five (5) years, but should the price of coal decrease and be less

at the expiration of this lease, or at any five (5) years period thereafter, the rental or royalty shall be decreased in proportion to the decrease in the price of coal at the said several periods.

In Witness whereof the parties of the first part by C. J. Simmons, as President and J. C. Hendrix its secretary, and the said Samuel Levy and Simon Levy have hereunto set their hands and affixed their seals this the 5th day of January A.D. 1911.

Executed in Triplicate

Montevallo Dogwood Coal Co.
By C. J. Simmons (Seal)
President

Witness:
L. E. Pugh

J. C. Hendrix - Secretary (Seal)
Samuel Levy (Seal)
Simon Levy (Seal)

State of Alabama } Personally appeared before me,
Jefferson County } L. E. Pugh, a Notary Public, the within named C. J. Simmons and J. C. Hendrix who are personally known to me and who upon oath does depose and say that they executed the within conveyance and same is their free act.

Sworn to and Subscribed before me on this the 5th day of January 1911.
Commission expires 1912 — L. E. Pugh, Notary Public

State of Alabama } Personally appeared before me,
Jefferson County } L. E. Pugh, a Notary Public, the within named Samuel and Simon Levy, who are personally known to me and who upon oath does depose and say that they executed the within conveyance and same is their free act.

Sworn to and subscribed before me on this the 5th day of January 1911.
Commission expires 1912 } L. E. Pugh
Notary Public

Filed & Recorded April 11th 1911.
C. P. Lovegrove, Judge of Probate.