State of Alabama } This Indenture ~~Witnesseth~~ on this, the 8th
Jefferson County } day of January 1916, by and between C.C. Borman of Pittsburg, Pennsylvania, hereinafter called the Lessor, as party of the first part, and Rodan Coal Company an Alabama Corporation, hereinafter called the Lessee, party of the second part,

Witnesseth:

That the Lessor, for the consideration hereinafter named does hereby demise and let to said Lessee, the sole and exclusive right and privilege of mining coal from what is locally known as the Clark seam of coal, said Clark seam being the same

seam as is now being worked on contiguous lands by the Roden Coal Company, and known as the Roden Coal Company's Lower Seam, (1), on the following described lands situate, lying and being in Shelby County Alabama, to-wit:
Northeast Quarter of Southeast Quarter (N.E¼ of S.E¼) of Section Four; South half (S½) and Southeast Quarter of Northeast Quarter (S.E¼ of N.E¼) of Section Nine (9); West half of Northwest Quarter (W½ of N.W¼); Northeast Quarter of Northwest Quarter (N.E¼ of N.W¼); and Southwest Quarter of Southwest Quarter (S.W¼ of S.W¼) of Section Ten (10), all in Township Twenty-two (22) Range Four (4) West; (2), on the following described lands situate, lying and being in Bibb County Alabama, to-wit:
Northeast Quarter (N.E¼); East half of Northwest Quarter (E½ of N.W¼); Southwest Quarter of Northwest Quarter (S.W¼ of N.W¼); East half of Southwest Quarter (E½ of S.W¼); West half of South East Quarter (W½ of S.E¼) of Section Eight (8) all in Township Twenty-two (22), Range four (4) West, together with all and singular the rights and privileges in and upon said lands which are or may be necessary or incident to the mining of Coal from said Clark Seam on said lands, including therein without in anywise limiting the generality of the foregoing grant, the right to sink or open upon said lands such shafts, ventilation shafts, slopes, bore holes and bore-holes for water discharge pipes and power conduits as may be necessary and proper for the mining of Coal from said Clark Seam on said lands, and the right to build railroads, tram-roads and roads of any other description in, over and upon said lands, for the construction transportation of Coal from said Clark Seam, and of all materials and implements that may be of use in the mining of said Coal or preparing same for market, and the right to erect and maintain upon said lands such trestles, tipples and pole and other lines as may be needed in or incident to the transaction of the business of the Lessee, its successors and assigns, of mining Coal from said Clark Seam on said lands, and the right to use the stone, sand, fire clay, and water thereon, and to use the surface thereof for the deposit of mining refuse and waste material as may be necessary in connection with or incident to the mining of Coal from said Clark Seam.

To Have and to hold unto the said Lessee for a term of twenty-five (25) years, beginning at Noon, January 1st 1916, and expiring at Noon January 1st 1941, upon the conditions and terms hereinafter set forth, subject to and with the benefits of the covenants expressly set forth and declared as running with the land contained in a deed of date December 30th 1915 from the Bituminous Coal, Iron and Land Company to the Lessor, to-wit:

II.

Lessee may take possession of the property hereby leased upon the execution and delivery of this indenture, and may commence its mining operations thereon forthwith, or as soon thereafter as it may desire.

III.

The Lessee shall pay the Lessor a rent or royalty of eighteen (18¢) per ton of two-thousand (2000) pounds for all clean coal mined by the Lessee during the term of this lease from the said Clark Seam on the property hereby leased. The term "Clean Coal" as herein used shall mean all coal mined by the Lessee from said Clark Seam on the property hereby leased, and shipped therefrom by the Lessee, sold to its employees, or used at boilers of the Lessee, and shall include all coal so mined except washery refuse.

IV.

The Lessee agrees to pay the Lessor, or his assigns, said royalty in monthly payments on the 25th day of the second month after said coal is mined, that is, the royalty for coal mined in the Calendar month of January shall be due and payable on the 25th day of March, and subsequent payments shall be made on the 25th day in each month thereafter during the term of this lease for the coal mined in the second preceding Calendar month, provided however that irrespective of the amount of coal mined from the property hereby leased, or whether any more coal has been mined from said property for the year beginning January 1st, 1916 Lessee shall pay to Lessor, or his assigns not less than One-Hundred ($100.00) Dollars per Calendar month rental: for the year beginning January 1st 1917, not less than One hundred-twenty-five ($125.00) Dollars per Calendar month rental; and for the year beginning January 1st, 1918, and thereafter for the term of this lease not

less than One-hundred-fifty $150.00 dollars per Calendar month rental, which said amounts are the minimum royalties or rents to be paid from the respective dates by the Lessee. All such royalties so paid by the Lessee shall entitle it, at any time during the life of this lease, to mine an amount of Coal, which, at the rate of 8 cents (8¢) per ton of two thousand (2.000) pounds of clean Coal, will exhaust the royalty or royalty so paid. When the royalty on the Coal actually mined amounts to more than the minimum royalty for that Calendar month, then the royalty shall be paid by the Lessee at the rate per ton as hereinbefore 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 Calendar month in the then current Calendar Year, it being understood that in adjusting the royalty under this lease computation shall be made and adjustment had annually on the 25th day of March in each year, and said computation is intended to determine whether or not more than the minimum royalty is due for the Calendar year in question. It being the intention of the parties hereto that, beginning the 25th day of March 1916, and on the 25th day of each month thereafter, the Lessee shall pay to the Lessor an amount sufficient to make the total of such payments equal the total minimum royalty for all preceding Calendar months during any Calendar year, any excess over and above such minimum for the preceding Calendar year to be paid on such adjustment dates; but nothing in this Paragraph IV, however, shall prejudice the Lessee's right as hereinabove specified to mine an amount of Coal at any time during the life of this lease, which, at the rate of eight (8) cents per ton, will exhaust all royalties previously paid by the Lessee for which no Coal has been mined. Statements from the Lessee shall accompany each remittance stating the amount of Coal mined during the second preceding Calendar month. All payments of royalties under this Lease must be made to the Lessor at Pittsburg, Pennsylvania, or at such place as the assigns of the Lessor may designate.

V.

The Lessor shall have the right to terminate this lease upon written notice to the Lessee if any installment of royalty or

rent in default shall not have not been paid within fifteen (15) days after written notice to the Lessee of such default and the Lessor shall also have the right to terminate this lease by sixty (60) days' written notice if the Lessee shall fail to work said Clark Seam with reasonable diligence and care for its best development or if in any way the Covenants of this lease 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 purposes herein provided. Any failure by the Lessor, or his assigns, to forfeit this lease on account of any breach by the Lessee of any agreement, condition therein, or for any other ground of forfeiture permitted by this lease, shall not constitute a waiver of the right of the Lessor, or his assigns, to forfeit this lease for any further, other or further breach of agreement, condition or covenant on the part of the Lessee or for other ground of forfeiture. The Lessee may abandon the mining of Coal from said Clark Seam should the same become unprofitable to mine, and, in case the Lessee should find it unprofitable to continue the mining of Coal under this lease, it may terminate and surrender the same by giving thirty (30) days' written notice of its intention to so terminate and surrender to the Lessor.

VI.

The Lessee covenants and agrees that all mines opened upon the property hereby leased shall be opened and operated in a skillful and miner-like 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 propping 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 property at all times in a proper and workmanlike manner at all points and in such a way as not to obstruct the advantageous working of the property or to impair the availa-

bility or value of same for the further purpose of the Lessor in case of reversion to him, it being understood and agreed, however, that the Lessee shall not be liable to the Lessor for any damage necessarily or inadvertently resulting to the surface of said lands, providing the provisions of this Paragraph are carried out by the Lessee.

VII.

The Lessee agrees to pay one half of all state and county taxes or charges in the nature of taxes or licenses, accruing upon said property for the Calendar year, 1916, and thereafter during the pendency of this lease, and upon the failure to pay same when due the Lessor may pay, and the amount so paid by the Lessor shall become a part of the rent due hereunder, and shall be a lien upon any property of the Lessee on said lands, or the Lessor may cancel this lease for such failure of the Lessee to pay same when due.

VIII.

All machinery, buildings, fixtures, coke-ovens, railroads, tram-tracks, coal already mined, 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 thereon or therein; nevertheless, it is agreed that the Lessor shall have a lien upon all such property or any and every kind, for anything due or to become due to the 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 by expiration, forfeiture, surrender or otherwise, if the Lessor should fail to exercise such option to purchase any or all of said property put in or upon said lands

by the Lessee, then said Lessee shall within six months after notice in writing remove all of such property not desired by the Lessor from said lands, or failing therein, shall forfeit to the Lessor all of such property not so removed and be liable to the Lessor for such other damage as he may sustain by reason of such failure to remove said property. Supporting timbers and shores placed in the mines on said lands and slopes, shafts, entries and other dead work done in said mines shall remain in said mines as a part thereof without cost to the Lessor, and said timbers and shores shall not be removed from said mines unless for prompt renewal and such slopes, shafts, entries and other dead work shall not be destroyed without the written consent of the Lessor.

IX.

The 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, scales, maps, plans diagrams etc. of said Lessee so far as pertains to ascertaining the amount of coal taken from said lands.

X.

The 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 the Lessee, for the purpose of reaching, giving access to, or mining on any other lands belonging to the Lessor; and reserves the right of way over said land described in this Lease for himself or his assigns, for railroads, tramroads or other roads as may be necessary or conducent for the development of any other lands belonging to the Lessor, which he has leased, sold, used or developed or which he may hereafter lease, sell, use or develop for mining or other purposes when such right of way will not inflict damage upon the Lessee; and reserves the right to use for himself or his 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 the Lessor, who covenants however to so carefully use the same as not to inflict damage or injury upon the right of the Lessee, or in any wise to interfere with any of its interests connected with the mining of coal.

XI.

The Lessee shall be entitled to use the timber from that portion of said land on which surface rights are granted under this lease, but said timber shall be used only to the extent that it may be needed 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, trestles, chutes, and tools used in mining said coal, and for no other purpose whatsoever.

XII.

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 any mine opened and operated under this lease by reason of which it becomes necessary to suspend operation at said mine, or should any labor trouble or strikes 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 shall not be liable for the minimum royalty hereinabove provided to be paid during the continuance of such labor trouble or strike 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 the Lessee.

XIII.

If the seam or seams of coal opened on said lands are hereby leased shall fail or be worked out, this contract shall cease and determine upon written notice to the Lessor.

XIV.

In the event of disagreement between the parties hereto as

to any question which is herein provided to be determined by Arbitration, or as to the amount of damages sustained by the Lessor by reason of any breach of Covenants hereunder by the Lessee, or as to any question of fact whatsoever arising hereunder, such question or amount shall be determined by two disinterested arbitrators, the Lessor and the Lessee each selecting one, and if the persons so selected shall not be able to agree, they shall appoint a third person as arbitrator, and the decision of the majority of said arbitrators so appointed shall be final upon the parties hereto.

XV.

The Lessee may use without charge during the life of this lease any slopes, headings, entries and passage-ways through, over or across the property hereby leased 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 three (3) miles of the lands hereby leased.

XVI.

Any Lessee hereunder shall have the right at any time during the term hereof to assign this lease and the leasehold estate and rights and privileges hereby granted to any Corporation at the time of such assignment actually engaged in the business of mining or selling Coal and upon written notice to the Lessor, its successors or assigns, that such assignment has been made the Lessee's assigns shall become the Lessee hereunder and said Lessee and its successors shall without further act be discharged from any and all liability of any sort whatsoever under this lease. Any Lessee hereunder shall have the right at any time to subject the leasehold estate, rights and privileges hereby granted to the lien of any mortgage given to secure an indebtedness of such Lessee, and if necessary to transfer this lease to any such Mortgagee.

XVII.

Any notice required or permitted to be given under the terms hereof shall be deemed to have been given if and when mailed registered mail postage prepaid, and addressed to the Lessor or Lessee, as the case may be,

at its their post office address.

XVIII.

This lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

In Testimony whereof, said Lessor has hereunto set his hand and seal, and said Lessee has caused this lease to be executed in its Corporate Name by its President, and its Corporate seal to be hereunto affixed and attested by its Secretary, all in duplicate, the day and year first above written.

C. C. Bowman (L.S.)
Elizabeth L. Bowman (L.S.)
Roden Coal Company
By B. F. Roden President

Attest:
E. C. Killian,
Secretary.

State of Pennsylvania }
County of Luzerne } I, H. N. Thompson a Notary Public in and for said County in said State, hereby certify that C. C. Bowman and Elizabeth L. Bowman, his wife, 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 said instrument, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal this 8th day of January 1916.

H. N. Thompson Notary Public,

Seal

My Commission expires March 25th 1917.

State of Pennsylvania }
County of Luzerne } I, H. N. Thompson, a Notary Public in and for said County in said State, do hereby certify that on the 8th day of January 1916, came before me the within named Elizabeth Bowman, known to me to be the wife of the within named C. C. Bowman, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereto set my hand this 8th day of January, 1916.

H. N. Thompson
Notary Public.

Seal

State of Alabama } I, J. E. Ellis a Notary Public in and for
Bibb County. } said County in said State hereby certify
that B. F. Roden whose name as President and E. C.
Kellum whose name as Secretary respectively of the Roden
Coal Company, a Corporation, are signed to the foregoing
instrument and who are known to me, acknowledged
before me on this day that being informed of the con-
tents of said instrument, they as such officers and
with full authority executed the same voluntarily
for and as the act of said Corporation.

Given under my hand this 22nd day of Jany, 1916.

Seal

J. E. Ellis
Notary Ex. Off. J. P.

The State of Alabama }
Shelby County. } I hereby certify that the within
Deed was filed in this office for record Feby 15th
1916 at 11 o'clock A. M. and recorded in Deed Record
V-8, Pages 257-267 and examined.

A P Langston
Judge of Probate