State of Alabama } This Indenture executed on this the 30th
Jefferson County } day of December 1915 by and between Beaver Coal Iron & Land Company, an Alabama Corporation hereinafter called the Lessor, party of the first part and C. C. Bowman of Pittston Pennsylvania, hereinafter called the Lessee party of the second part,

Witnesseth,

That the Lessor for and in consideration of the sum of One Dollar, to it duly paid by the Lessee, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the royalty rentals hereby reserved, does hereby demise and let to the Lessee, the sole and exclusive rights and privilege of mining coal from any seam or seams of coal lying in under and upon

1, The following described lands situate, lying and being in Shelby County Alabama to wit,

Northeast quarter of Southeast quarter (NE¼ of SE¼) of Section four; South half (S½) and Southeast quarter of Northeast quarter (SE¼ of NE¼) of Section Nine; West half of Northwest quarter (W½ of NW¼), Northeast quarter of Northwest Quarter (NE¼ of NW¼) and Southwest Quarter of Southwest quarter (SW¼ of SW¼) of Section ten; All in Township twenty two (22) Range four (4), West,

2, The following described lands situate, lying and being in Bibb County Alabama to wit,

Northeast Quarter (NE¼): East half of Northwest quarter (E½ of NW¼); Southwest quarter of Northwest quarter (SW¼ of NW¼); East half of Southwest Quarter (E½ of SW¼) and West half of Southeast Quarter (W½ of SE¼) of Section Eight (8), All in Township twenty two (22) Range four (4) West. Except what is locally known as the Clark Seam of coal on all of said lands and except also that certain seam of coal which said seam lies in under and upon said lands and is now being mined or near by lands by the Galloway Coal Company, at or near Harvey, Alabama, which seam or seams of coal lying in, under and upon said lands, except the two seams expressly excepted above, the Lessee his heirs, executors administrators or assigns may designate to the Lessor as the seam or seams of coal hereby leased by writing mailed postage prepaid and Registered to

the Lessor at Birmingham Alabama, at any time on or before one year from the date hereof.
To have and to hold unto the said Lessee for a term of twenty (20) years beginning at noon January 1st 1916, and expiring at noon January 1st 1936, upon the conditions and terms hereinafter set forth to wit:
First: The Lessee shall have the right to sink or open upon such lands such shafts, ventilation shafts, slopes, bore holes and bore-holes for water discharge pipes and power conduits as may be necessary and proper in prospecting for coal upon said lands and in mining of coal from the seam or seams of coal hereby leased, (and the right to build railroads, tramroads and roads of any other description over and upon said lands for the convenient transportation of coal from said lands, 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 use so much of the surface of said lands as is now owned by the Lessor, for the erection of coke ovens, trestles, tipples, pole-lines, houses for employees and such store or office buildings as may be needed in the transaction of the Lessee's business of mining coal from the seam or seams of coal hereby leased, and the right to use the stone, sand 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 the seam or seams of coal hereby leased, provided however, that this lease and the leasehold estate hereby granted shall be subject to the covenants expressly set forth and declared as running with the land contained in a deed of even date herewith from the Bessemer Coal, Iron & Land Company to said C. C. Borman covering the Clark Seam of coal on said lands and that in the exercise of the rights hereby granted, the Lessee shall not unreasonably interfere with the rights and privileges granted to said C. C. Borman in and by the terms of the aforesaid deed.
And whereas the Lessor has also reserved from this lease that certain seam of coal now being worked on near by lands by the Galloway Coal Company, intending

hereafter to utilize such excepted seam by mining leasing or selling same or otherwise it is therefore understood that the surface rights hereby granted shall not preclude the use in the mining of such excepted seam of the surface of said lands in such manner as may be reasonably necessary and may not unreasonably interfere with the necessary use thereof by the Lessee. And it is understood that in the exercise of the mining rights hereby granted in connection with the coal hereby leased, Lessee shall not unreasonably interfere with any mining operations hereafter carried on or in connection with said excepted seam.

Second: The Lessee may take possession of the property hereby leased, upon the execution and delivery of this indenture, and may proceed to prospect for coal on said property in order to ascertain which of said seam or seams of coal he may desire to subject to this lease, and may commence his mining operations on said lands as soon after the designation of the seam or seams of coal to be subject hereto as he may see fit.

Third: The Lessee agrees to pay to the Lessor a rent or royalty of six cents (6¢) per ton of two-thousand pounds for all merchantable coal mined by the Lessee from the seam or seams of coal covered by this lease on said lands during the first five years of the term hereof, seven cents (7¢) per ton of two thousand pounds for all merchantable coal so mined from said seam or seams on said lands during the second five years of the term hereof, and eight cents (8¢) per ton of two thousand pounds for all merchantable coal so mined from said seam or seams on said lands during the last ten years of the term hereof.

Fourth: The Lessee agrees to pay the Lessor or its assigns said royalty in quarterly payments on the 25th day of April, July, October and January in each year for the merchantable coal so mined during the three calendar months next preceding such payment, that is the royalty for coal mined in the calendar months of January, February and March 1917 shall be due and payable on the 25th day of April 1917, and subsequent

royalty payments shall be made on the 25th day of each July, October, January and April thereafter during the term of this lease for the merchantable coal so mined during the three calendar months preceding each payment; provided however, that irrespective of the amount of coal so mined from the property hereby leased or whether any coal has been so mined from said property, for the year beginning January 1st, 1917, The Lessee shall pay to the Lessor or its assigns not less than five hundred ($500.00) Dollars per. calendar year rental, for the year beginning January 1st 1918, not less than five hundred ($500.00) Dollars per. calendar year rental, for the year beginning January 1st, 1919, not less than five hundred ($500.00) Dollars, per. calendar year rental, and for each and every calendar year thereafter during the term of this lease, not less than ($900.00) Dollars per. calendar year rental, which said amounts are the minimum, royalties or rents to be paid during each calendar year, by the Lessee, and which shall be paid for each calendar year in four equal quarterly payments on the dates above specified for royalty payments for such calendar year. The Lessee shall not be required to pay any minimum royalty or rental for the calendar year beginning January 1st 1916. All such royalties so paid by the Lessee as minimum royalties or rental shall entitle the Lessee at any time during the life of this lease to mine from the property hereby leased an amount of coal which at the rate of six, seven or eight cents per. ton of two thousand pounds of merchantable coal, as may respectively apply during the periods above specified, will exhaust the minimum royalty or royalties so paid. When the royalty on the coal actually mined from the property covered by this lease amounts to more than the minimum royalty for the three calendar months during which it is so mined then the royalty shall be paid by the Lessee at the rate per ton hereinbefore specified, and any excess royalty paid for coal mined during any royalty period of three calendar months shall be applied in satisfaction of the minimum royalty due by any preceding or succeeding royalty period of the three current calendar year, it being understood that in adjusting the min-

imum royalty under this lease computation shall be made and adjustment had annually on the 25 day of January in each year for the preceding calendar year, and upon said adjustment it shall be determined whether or not more than the minimum royalty is due and payable for the calendar year in question. True and correct statements from the Lessee shall accompany each remittance stating the amount of coal mined hereunder during the three preceding calendar months. All payments of royalties under this lease shall be made to the American Trust & Savings Bank as Trustee under a mortgage dated the first day of February, 1911, from the Bessemer Coal, Iron & Land Company to said American Trust & Savings Bank as Trustee which said mortgage is recorded in the office of the Probate Judge of Shelby County Alabama in Mortgage Book 13 page 308 to 363 and in the office of the Judge of Probate of Bibb County Alabama in Mortgage Book 15 pages 300 to 317 and in the office of the Probate Judge of Jefferson County Alabama, in Mortgage Book 622, pages 5 et seq. until such time as the Lessor shall deliver to the Lessee a written certificate signed by a duly authorized officer of said Trustee certifying that the indebtedness by said mortgage has been paid or discharged and that said mortgage has been satisfied of record wherever the same is of record, and after the delivery to the Lessee of such certificate all payments of royalties under this lease shall be made to the Lessor at its office in Birmingham Alabama, or to its successor or assigns as the Lessee may be notified in writing.

Fifth: 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 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 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 proposed. Any failure by the

Lessor or its assigns, to forfeit this lease on account of any breach by the 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 the Lessor, or its assigns, to forfeit this lease for any further other or future breach of agreement, condition or covenant, on the part of the Lessee or for other ground of forfeiture. The Lessee may surrender this lease and terminate the same at the end of the first year of the term hereof or at the end of any calendar year during the term hereof by written notice of such surrender and termination mailed to the Lessor at its office, Birmingham Alabama or to its successor or assigns and after such surrender and termination all liability of the Lessee for future rents or royalties hereunder shall cease and determine.

Sixth: 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 may be approved by experienced mining engineers and all entries and roofs in such mines as are actually being operated by the Lessee shall be thoroughly propped so as to make them safe and convenient for such mining operations and the timbers used in preparing and prohibing 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 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 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, provided the provisions of this paragraph are carried out by the Lessee.

Seventh: 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 leased property 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 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 terminated by expiration 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 hereinafter provided. If the Lessor declines to nominate a referee, it must pay the value put upon such property by the Lessee; and if the Lessee after the appointment of a referee by the Lessor refuses to make such appointment of referee, said lessee shall forfeit all claim to compensation for such property. At the termination of this lease, whether by expiration, forfeiture, surrender or otherwise, if the Lessor shall fail to exercise such option to purchase any or all of said property put in or upon said lands by the 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 it may sustain by reason of such failure to remove said property. Supporting timber 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.

Seventh: 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, sales, scales, maps, plans, diagrams, etc. of said Lessee so far as pertain to ascertaining the amount of coal taken from said leased property.

Eighth: 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 marked 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 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, which covenants, however, to so carefully use the same so 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.

Ninth: 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.

Tenth: 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.

Eleventh: 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.

Twelfth:- 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 whosoever arising hereunder, such question or amount shall be determined by two disinterested arbitrators, the Lessor and the Lessee 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.

Thirteenth: The Lessee may use without charge during the life of this lease, any slopes, headings, entries and passageways 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.

Fourteenth: 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 assignee shall become the Lessee hereunder and said Lessee its successors heirs, executors and administrators 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 to such Lessee, and if necessary to transfer this lease to any such mortgagee.

Fifteenth: 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 then post office address.
Sixteenth: This lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
In Witness Whereof, the Lessor has caused this instrument to be executed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and the Lessee has hereunto set his hand and seal all in duplicate, on the day and year first above written.

Attest. (Seal) Bessemer Coal, Iron & Land Company.
N. A. Reed Secretary, H. L. Badham, President.
C. C. Bowman (L S)

State of Alabama, } I, H. H. Jefferson a Notary Public in
Jefferson County } and for said County in said State, hereby certify that H. L. Badham whose name as President and N. A. Reed whose name as Secretary respectively of the Bessemer Coal, Iron & Land 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 contents 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 30 day of December 1915 (Seal)
H. H. Jefferson, Notary Public

State of Pennsylvania } I J. N. Anderson a Notary Public
County of Luzerne } in and for said County in said State, hereby certify that C. C. Bowman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument he executed the same voluntarily on the day the same bears date.
Given under my hand and seal this 3rd day of January 1916. (Seal) J. N. Anderson, Notary Public,
Commission expires Jan. 16, 1917

The State of Alabama } I hereby certify that the within Deed was
Shelby County } filed in this office for record Feb. 15, 1916, at 11 o'clock A. M. and recorded in Deed Record 68 page 1, and examined.
A. P. Longshore, Judge of Probate