

The State of Alabama, do now all men by these Presents,
Jefferson County, that Whereas, at a meeting of the
stockholders of Manterello Hard Coal Company, held

in the offices of Bonnyman-Nacoran Coal Company in the City of Birmingham Alabama, on the 4th day of Jan 1919, the President of the Menteralls Hard Coal Company was directed, authorized and empowered to execute in favor of W. E. Bonham and Fleetwood Rice or such person or Corporation as they may designate an option to lease and purchase the lands of the Company upon the conditions and terms hereinafter set forth:

Now, therefore, in consideration of the premises, and for the sum of Five (\$5.00) Dollars to the said Menteralls Hard Coal Company in hand paid by W. E. Bonham and Fleetwood Rice, the receipt whereof is hereby acknowledged, the said Menteralls Hard Coal Company, a Corporation under the laws of Alabama, does by these presents bargain, sell, convey and grant unto the said W. E. Bonham and Fleetwood Rice, their assigns or such person or Corporation as they may designate, the right and option to lease all the lands of the said Menteralls Hard Coal Company for the purpose of mining coal therefrom for a period of Twenty (20) years, provided said option is exercised at any time prior to March 1, 1919, upon the following terms:

If the said option is exercised, said lessee shall pay as rent or royalty for each lease ten cents per net ton of two thousand pounds for all coal mined and shipped or otherwise sold from said lands, provided that the minimum royalty for the months of June, July and August, 1919, shall be \$150.00 per month, and thereafter \$250.00 for each month during the term of said lease; said minimum royalty to be paid whether the said lessee shall mine coal or not from said lands or shall mine a smaller amount of coal than would come to said minimum amount of royalty at said ten cents per ton; and provided further that until June 1, 1919, said lessee shall pay as royalty only ten cents per net ton of two thousand pounds for all coal which up

to that date is mined and shipped or otherwise sold from said lands. Said lease shall contain the same regulations, terms and conditions as are usually inserted by the University of Alabama in leases of its coal lands, unless at the time of the execution of said lease the lessee and the Mantoloking Hard Coal Company shall agree upon different terms, regulations and conditions. And the said Mantoloking Hard Coal Company does hereby further grant, bargain, sell and convey unto the said W. E. Baitham and Fleetwood Rice, their assigns, or such person or Corporation as they may designate the right and option to purchase the said lands of the Company, described as follows:

Item 1. The following lands in fee simple: the S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ and S. E. $\frac{1}{4}$ of S. N. $\frac{1}{4}$ of Sec. 29: the E. $\frac{1}{2}$ of Section 32: the S. $\frac{1}{2}$ of N. N. $\frac{1}{4}$, the E. $\frac{1}{2}$ of S. N. $\frac{1}{4}$ and S. N. $\frac{1}{4}$ of S. N. $\frac{1}{4}$ of Sec. 32, Township 21 Range 3 West. Also the N. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ except 7 acres such to Sallie Ryan, 10 acres to Frank Cunningham, 8 acres to H. W. Harrison, and 2 acres to B. Coker and P. Lang.

Item 2. The Mineral right and title alone in and to the following lands: The N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ the N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$: S. N. $\frac{1}{4}$ of S. E. $\frac{1}{4}$: also that part of the S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ lying West of the B. B. B. Railroad known as the Mobile & Birmingham Railroad. Also 13 $\frac{1}{10}$ acres, more or less, described as follows: Beginning at the center of the Southern boundary line of Sec. 5 - Township 22, Range 3 West, thence run Northwest 15 $\frac{1}{2}$ deg. West 7.82 chains: thence South 87 deg. West 1 chain: thence North 83 deg. West 2.01 chains: thence North 77 deg. West 250 chains North 71.5 deg. West 1.72 chains: thence North 74 deg. West 1.43 chains: thence South 75.5 deg. West 2.96 chains: thence South 33.5 deg. West 5.12 chains: thence South 31.5 deg. West 95 links: thence South 19.5 deg. East 1.49 chains: thence South 20.5 deg. West 1.70 chains: thence South 65:

deg. West 190 chains; thence South $11\frac{1}{4}$ deg. East 2.37 chains. Thence North 87 deg. East 17.90 chains to the point of beginning. All of said lands situated in Section 5 Township 22 Range 3 West. Also the N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ and N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 7. Township 22 Range 3 West. Also the N. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ and the N. $\frac{1}{2}$ of S. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Sec. 8. Township 22 Range 3 West. Also the right and option to purchase all property real and personal owned by Montevallo Hard Coal Company in Shelby County Alabama, whether the same is particularly described herein or not. At any time prior to March 1, 1919 upon the payment of the sum of Thirty-five Thousand (\$35,000.00) Dollars as the purchase price thereof within the time herein stipulated.

In case the said N.E. Bonham and Fleetwood Rice exercise the option herein granted to lease said lands, then the right and option is granted to them, their assigns or such person or Corporation as they may designate to purchase said lands at any time during the first five years of the term of their lease upon the payment of the sum of Thirty-five Thousand (\$35,000.00) Dollars as the purchase price thereof. And the said Montevallo Hard Coal Company covenants and agrees with the said N.E. Bonham and Fleetwood Rice that upon the exercise of their option to lease said lands it will execute in due form a lease thereof for the period and upon the terms hereinabove stipulated, with the privilege of renewal for an additional period of ten years on the same terms; and further that, in case they exercise the option to purchase said lands within the time hereinabove stipulated, it will execute to them upon the payment of said purchase price of Thirty-five Thousand (\$35,000.00) Dollars a good and sufficient warranty deed conveying title to said lands to them or their assigns, or to such person or Corporation as they may designate.

If the said N.E. Bonham and Fleetwood Rice fail to

exercise the options within the time hereinabove stipulated then all rights herein granted are to cease and determine and the said W. F. Bonham and Fleetwood Rice shall not further have any interest in the property of the said Mauteralls Hard Coal Company under this instrument.

In Testimony Whereof the said Mauteralls Hard Coal Company has hereunto caused its Name to be subscribed by its President, Thomas L. Hendrix, and its Corporate Seal to be hereunto affixed, this 4th day of January 1919.

Mauteralls Hard Coal Company (L.S.)
By T. L. Hendrix - President

The State of Alabama }
Jefferson County. } I, J. F. Miss, a Notary Public in and for said County and State, hereby certify that Thomas L. Hendrix whose Name is President of the Mauteralls Hard Coal Company, a Corporation, is signed to the foregoing Conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said Corporation.
Gives under my hand this 4th day of January 1919.

(Seal) J. F. Miss
Notary Public.

The State of Alabama }
Shelby County. } I hereby certify that the within option was filed in this office 10-day of January 1919, at 8 o'clock A.M. and recorded in Deed Record 64 Pages 572 - 576 and examined.

B. H. Harris

Judge of Probate