This agreement, made and entered into this 17 day of July 1920, 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
Little Stony Coal Company, a Corporation organized and existing under and by virtue of the laws of the State of Alabama, hereinafter for convenience styled the Lessee, party of the second part;

Witnesseth:

That the Railway Company, for and in consideration of the rents or sums of money herein reserved to be paid to it by the Lessee, and of the covenants of the Lessee upon its part faithfully to be kept and performed, as hereinafter expressed, hereby agrees:
1. That it will furnish and deliver unto the Lessee f.o.b. cars of the Railway Company at Dogwood, in the County of Shelby and State of Alabama, a sufficient quantity of relaying rails and fastenings to lay and construct approximately 7,246 feet of Railroad track, to spring from the main track of the Mobile Division of the Railway Company at a point thereon just south of Dogwood Station, and to extend thence in a general southerly direction on a ten (10) degree curve, for a distance of 1,100 feet, more or less; thence in a general westerly direction for a distance of 4,400 feet more or less, together with certain subsidiary spur tracks connecting therewith, aggregating a total trackage of approximately 7,246 feet: the said proposed line of railroad of the Lessee to be located and constructed entirely within the limits of Shelby County, Alabama; the estimated quantity of rails and fastenings proposed to be delivered to the Lessee hereunder being:

| | | |
|---|---|---|
| 14,500 feet 80-lb. relay rail | 172 tons | 1387 lbs. |
| 1,000 Angle Bars | 12 " | 120 " |
| Total | 184 tons | 1507 lbs |

Provided, however, and it is distinctly understood, that the Railway Company does not obligate itself under this agreement to furnish to the Lessee any

rails other than or in excess of those above described, and only such serviceable angle bars as are released with said rails and available at the time of the delivery of said rails.

2. That it will and hereby does lease the said rails and fastenings unto the Lessee for the full term of Five (5) years, next ensuing from and after the average date of delivery of said rails and fastenings to the Lessee as aforesaid (which said average date shall be ascertained from the account to be kept by the Railway Company showing the date of delivery and tonnage of each lot of rails and fastenings delivered) and thereafter until such time as either party hereto shall terminate this agreement by serving upon the other Ninety (90) days notice, in writing, of the election so to do.

And the Lessee hereby covenants and agrees:

3. That it will pay unto the Railway Company an annual rental for sum of Three Dollars $3.00 per ton for each and every ton or fractional part of a ton of rails and fastenings actually delivered to the Lessee hereunder; said rental to be payable in equal monthly installments, in advance.

4. That it will use the said rails and fastenings for the purpose of constructing and operating the said line of railroad of the Lessee hereinbefore mentioned, and will use the same for no other purpose; 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 line of the Lessee, 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 Lessee.

5. 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.

6. That it will pay all taxes which may be assessed upon the said line of Railroad of the Lessee, or against the Railway Company by reason of its ownership of said rails and fastenings.
7. That it will at all times during the life of this agreement keep a sufficient number of cross-ties under the said rails to prevent the same from bending or kinking.
8. That in the event that the Lessee 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 termination of this agreement as hereinbefore provided, the Lessee 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 Dogwood, Alabama; or, in default thereof, the Railway Company may enter upon the said line of Railroad of the Lessee, take up the said rails and fastenings, load the same upon cars and deliver at said Dogwood, Alabama, but at the cost and expense of the Lessee, and again possess and enjoy the same as of its own proper estate.
9. That it will execute and deliver unto the Railway Company, its bond, underwritten and kept in force at the cost and expense of the Lessee, by such good and sufficient corporate surety as may be approved by the Railway Company, in the sum of Nine Thousand Three Hundred Dollars ($9,300.00), conditioned upon the faithful compliance by the Lessee with its covenants contained in the foregoing paragraphs numbered three (3) and eight (8), respectively, of this agreement.
In Witness Whereof, the parties hereto have caused these presents to be executed and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and

year first above written.

L. S. Southern Railway Company
Attest: Seal By E. A. Crawford
Guy E. Moncrief Vice-President
assistant secretary

Little Gem Coal Company
L. S. By J. Malton Smith
Attest: E. J. Gratsman Seal President.
Secretary

District of Columbia } I, Pierce Horne, a Commis-
City of Washington } ss. sioner of Deeds for the State of Alabama in the District of Columbia, hereby certify that E. A. Crawford, whose name as Vice-President of Southern Railway 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.

Given under my hand and official seal, this 7th day of August, 1920.

Seal Pierce Horne - Commissioner of Deeds for the State of Alabama, in the District of Columbia.

State of Alabama }
County of Jefferson } ss. I, C. M. Cross, a Notary Public in and for said County and State, hereby certify that J. Malton Smith whose name as President of Little Gem 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.

Given under my hand this 17 day of July, 1920.

C. M. Cross
N. P.
Seal

State of Alabama } I. G. H. Weaver Judge of Probate
Shelby County } hereby certify that the within Lease was filed in this office for record 30 day of August, 1920 at 10 o'clock A.M. and recorded in Deed Record 67 Pages 505-09 and examined

G. H. Weaver
Judge of Probate