State of Alabama } This agreement, made on the 10th day of March, 1921,
Tuscaloosa County } by and between Montevallo-Dogwood Mining Company, a Corporation, hereinafter called the lessor, and W. A. Sprull, hereinafter called the lessee, Witnesseth:
That the lessor, for a consideration hereinafter named, has demised and let, and by these presents does demise and let to the said lessee, his successors and assigns, the right and privilege of mining coal on the lands described hereinbelow, which are held by the lessor under lease from the Montevallo Hard Coal Company, dated February 14th, 1919, from those certain seams of coal in said lands and only from said seams which are believed to be and are commonly called the Egypt Seam of Coal and the Maylene seams of coal, the said lands being described as follows, to-wit:
Parcel 1: The West half of the Northeast Quarter (W½ of N.E¼), and the West half of the Northeast Quarter of the Northeast (W½ of N.E¼ of N.E¼) of Section 5, Township 22, Range 3 West, in Shelby County, Alabama. The lessor owns a lease on the mineral rights only in the above described land and no privilege or rights for use of timber are herein granted to the lessee in the same.
Parcel 2: The Southeast Quarter (S.E¼) and the East half of the Southwest Quarter (E½ of S.W¼) and the Southwest Quarter of the Southwest Quarter (S.W¼ of S.W¼) and the South half of the Northwest Quarter (S½ of N.W¼) and the South half of the Northeast Quarter (S½ of N.E¼) and the Northwest Quarter of the Northeast Quarter (N.W¼ of N.E¼) and the East half of the Northeast Quarter of the Northeast Quarter (E½ of N.E¼ of N.E¼) of Section 32, and the Southeast Quarter of the Southwest Quarter (S.E¼ of S.W¼) of Section 29, and the Southwest Quarter of the Southeast Quarter (S.W¼ of S.E¼) of Section 29, and the Southeast Quarter of the Southeast Quarter (S.E¼ of S.E¼) of Section 29, less and except eight (8) acres, more or less in the Southwest corner thereof, all in Township 21, Range 3 West, all lying and being in Shelby County, State of Alabama. Also the houses now located on said property.
To have and to hold to the said lessee, its successors and assigns, for a term of twenty (20) years from the first day of March, 1919, with the right of removal for an additional term of ten (10) years if no provision of the original contract has been violated upon the terms and conditions hereinafter set forth, to-wit:

1. The lessee shall have the right to open or sink such shafts, slopes or drifts as may be necessary or proper for mining Coal from the said Export and Maybee seams of Coal and shall have the right to build over said lands for the convenient transportation of Coal from said lands and the carrying and transportation to and fro from said lands of all materials, instruments and implements that may be of use in mining said Coal or preparing said Coal for market and shall have the right to use the surface of said lands for the erection of Coke ovens, tipples, houses for employees and such stores and offices buildings as may be used in the prosecution of the lessee's business of mining Coal from said seam of Coal herein leased and for no other purpose whatsoever; provided, however, that the said rights and privileges herein granted shall not be exercised in such manner as to interfere with the lessor in the operation of Mines on said lands in mining from the other seams of Coal imbedded in said lands which are not herein leased to the lessee but are expressly reserved unto the lessor. And provided further that said rights and privileges are limited by and are subject to the rights heretofore granted by lessor to Little Sow Coal Company, by lease, dated May 4 1920.

2. The lessee shall be authorized as hereinafter limited to take possession of the lands embraced in this lease upon the execution and delivery of the same, but only to the extent as may be necessary or convenient for the mining of the Coal from the said seams of Coal herein leased. For all other purposes, the possession of said lands is retained by the lessor.

3. The lessee shall pay the lessor a royalty or rent of fifteen (15) cents per ton of two thousand (2000) pounds on all Coal mined from said seam of Coal of any quality and description.

4. The lessee is to pay to the lessor the said royalty in monthly installments, the first payment to be made on the 15th day of June, 1921, and the lessee shall pay at that time royalty at fifteen (15) cents per ton on all coal mined to that date, which payment shall not be less than a minimum of fifty Dollars ($50.00) Dollars, and subsequent payments must be made on the 15th day of each month after that date for all Coal mined during the preceding month and for the

payments due July 15th August 15th September 15th October 15th November 15th and December 15th, 1921, and January 15th 1922 shall not be less than a minimum of Fifty ($50.00) Dollars each, and for the payments due on and after February 15th, 1922, to and including January 15th 1923, the lessee shall pay not less than a minimum of One Hundred ($100.00) Dollars each, and for the payments due on and after February 15th, 1923, to and including January 15th 1924, the lessee shall pay not less than a minimum of Two Hundred ($200.00) Dollars each, and for the payment on and after February 15th, 1924, to and including January 15th, 1925, the lessee shall pay not less than a minimum of Three Hundred ($300.00) Dollars each, and for the payments on and after February 15th, 1925, the lessee shall pay not less than a minimum of Four Hundred ($400.00) Dollars each, and said minimum payments shall be made irrespective of the quality of Coal mined from said seams of Coal and when the royalty amounts to more than said minimum in any one month, the royalty must be paid at the rate of fifteen (15) cents per Ton as above provided: but should the amount of royalty paid during any month of any Calendar year on this basis exceed the said minimum and should the lessee during any month or months of said Calendar year fail to mine sufficient Coal to amount to said minimum at said rate per ton, then such excess royalty above said minimum paid during any month or months of said Calendar year shall be applied to the satisfaction of said minimum for any such month or months during said Calendar year in which lessee failed to mine sufficient Coal to amount to said minimum, it being expressly understood that on the 31st day of each December, full and final Computation and settlement shall be had for the purpose of determining whether or not more than the minimum royalty is then due for the Calendar year then closing. In no event, however, shall less royalty be paid than a sufficient amount to cover the minimum royalty for each month and any month in which this lease has been in force during the Calendar year closing on the said 31st day of December; nor shall lessee be allowed any credit during the succeeding year for any excess over the minimum royalty paid during the Calendar year, then closing nor shall

lessee be required on any such computation and settlement or at any other time to repay any royalty previously paid to it by lessee. Statements verified by affidavit from the lessee shall accompany each remittance, stating and showing the amount of coal mined during such preceding month or months and payments herein provided for are to be made to lessor or its assigns.

5. The said lessor shall have the right to determine this lease after thirty days (30) written notice to the lessee, if royalty or rent be not paid for two consecutive installments when & where due, or if, in any way, the covenants of this contract be violated or any injury or damage be inflicted upon the property or interests of the lessor other than is unavoidable and incident to the provisions herein contained, or for the purpose herein proposed, and failure by the lessor to forfeit this lease on account of any breach by the lessee or assigns of any of the covenants of this lease or for any other grounds of forfeiture committed by the lessee, shall not constitute a waiver on the part of the lessor to forfeit this lease on any other or future breach of covenant by the lessee or his assigns or other or like grounds of forfeiture.

6. The lessee agrees to mine the coal taken from the said seams of coal in a proper and workmanlike manner in all respects 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 the same for the future purposes of the lessor in the case of reversion to it.

7. All machinery, coke ovens, mines and tram tracks placed in, under or upon said lands shall remain the property of the party placing the same thereupon and therein, nevertheless it is agreed that the lessor shall have a lien on all such machinery, fixtures and other property of every kind whatsoever for any thing due or to become due to the lessor under this contract, and the lessor shall have the right and option of purchasing any and all improvements, fixtures, machinery or other property at the termination of this lease, either by forfeiture, expiration or from any other cause and if the parties hereto shall not be able to agree upon the value or price thereof, or should fail to agree upon any other question at any other time arising out of this contract, such price or question shall be determined by arbitration

as provided by the Statues of Alabama, than in force. If the lessor declines to nominate a referee, it must pay the value put upon said machinery, fixtures or other property by the lessee in case it has determined to exercise the right to purchase and if the lessee, after an appointment of a referee by the lessee, refuses or fails to appoint a referee, the lessee shall forfeit all claim to compensation for such improvements, fixtures and property and at the expiration of this lease whether by forfeiture or otherwise, if the lessor should not purchase or become the owner of such machinery, fixtures or other property named but upon the said lands by said lessee, then the lessee, within two months after notice in writing must remove all such property from said premises not including the buildings, or failing therein shall forfeit to said lessor all such property of every kind and be liable to lessee for such other damages as it may sustain by reason of such failure to remove such property. But it is agreed that all buildings upon said lands shall become the property of the lessor upon the termination of this lease.

8. The lessor shall have the right by agent, agents or attorneys, at any and all times, to enter upon and survey and examine said mines or said seams of Coal in said lands and to inspect, examine and verify all books, accounts, statements, sales, maps, plans, diagrams, etc., of said lessee so far as pertains ascertaining the amounting of Coal taken from said seam of Coal on said lands. The lessee agrees to pay all taxes or charges in the nature of taxes upon the improvements placed on said lands by it and upon the failure to pay the same when due, the lessor may pay the same and the amount shall become a part of the rent due the lessor hereunder and shall be a lien on all property of the lessee on said lands.

10. The lessee shall have the right to use the timber on said lands to the extent that it may be needed in the mining of Coal on said lands, and in building houses thereon for employees. And it is distinctly understood that the said timber is not to be used by the said lessee in mining Coal on any other land, nor for any other purpose whatsoever. This privilege is subject to rights granted Little Gem Coal Company.

11. At any time during the continuance of this contract should it become necessary to suspend mining operations in said mine or mines on said seam of coal in said lands caused by labor troubles or strikes among the miners, and by reason of which labor troubles or strikes it become necessary to suspend operating said mine to the extent of a ceasing to mine coal therefrom, if such labor troubles or strikes are not superinduced or brought about by the fault of the lessee or the lessee's agents or officers, or should, from any labor trouble or strikes not produced or brought about by the lessee, the lessee's agents or officers, it may become impossible for said lessee either to procure cars or railroad facilities for the marketing of the coal taken from said mines or sell the same at the mines, then in said event during the actual continuance of such unprecedentive trouble, the said lessee shall not be bound or required to pay royalty beyond the number of tons of coal actually mined and the right of the lessor to forfeit this lease by reason of the failure to pay royalty shall be suspended during the time that the mine or the shipment of coal is impossible by reason of the cause above stated, but it is understood that no strike shall be considered as included in this provision which is of short duration than fifteen (15) days.

12. In the event that the seams of coal herein leased upon said lands shall entirely fail to be worked out, this contract shall cease and determine and in case of a continued squeeze out of said seams or should said seams of coal run into a positive fault, the minimum royalty shall not be claimed or required to be paid to the lessor during such time as may be necessary to drive through such squeeze or fault, provided the question as to whether such fault is of so serious a nature as to prevent the working of coal shall be a subject of arbitration if the lessor so required by mining engineers appointed as provided in clause 13 of this contract and lease.

13 Should there be any difference of opinion or controversy between the parties hereto as to whether said mining is conducted on mining principles or regarding any other matter in this lease, each party shall appoint a mining engineer or other qualified person who shall arbitrate

said matter of difference, and if the two shall not be able to agree, then they shall name and call a third and the decision of a majority shall be final.

14. The Lessee does hereby covenant and agree that he will continually and diligently mine coal from said seams of coal in the lands herein described under the terms and conditions to this lease to the end that the coal may be mined as rapidly as is practicable.

15. The lessee further covenants and agrees that he will construct or cause to be constructed a standard gauged railroad from the main line of the Southern Railroad to the old Huckelberry mine of said property and complete the same on or before September 1st, 1921. Failure to keep and perform this covenant will operate to cancel and annul this lease at the option of the lessor.

16. This lease shall not be assigned nor the property sub-let without the consent of lessor in writing, but the lessee may substitute for himself as lessee in this contract a corporation with a capital of $25-000.00 paid up in cash.

17. Should lessee desire to mine coal from other lands and transport same through or over the land herein leased, he may do so by paying lessor a royalty or rent of five cents per ton for all such coal so transported through or over said lands, which shall be paid in the same manner as the other royalties under this contract which shall be secured by the lien of this contract.

18. As a further consideration of this lease lessor agrees at his own expense to procure the cancellation and surrender to lessor of lease now held by Monteralto Hard Coal Company and a part of the coal herein leased, said lease being dated November 15th, 1920.

In Testimony Whereof, the said lessor and the said lessee have hereunto set their hands and affixed their seals in duplicate this 15th day of March, 1921.

Monteralto-Dogwood Mining Co.

Approved:
James Rice
Secretary.

By Fleetwood Rice (L.S.)
Its President

Witnessed:
Gladys Moffatt

W. A. Sprunell (L.S.)

State of Alabama } I, Annie Belle Whitson, a Notary Public in
Tuscaloosa County } and for said County in said State, hereby
Certify that Fleetwood Rice, whose name as President of the Mon-
terallo-Dogwood Mining Company, a Corporation, 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 the
instrument he, as such officer and with full authority, ex-
ecuted the same voluntarily for and as the act of said
Corporation.

Given under my hand and seal of office, this the
15th day of March, 1921.

Annie Belle Whitson
Notary Public.

State of Alabama } I Gladys Moffatt, a Notary Public in
Jefferson County } and for said County in said State,
Hereby Certify that W. A. Sprull whose name is signed
to the foregoing Conveyance and who is known to me, ac-
knowledged before me on this day that being informed of
the contents of the Conveyance, he executed the same volun-
tarily on the day the same bears date.

Given under my hand and seal of Office, this the 15th
day of March 1921.

Gladys Moffatt
Seal
Notary Public.

State of Alabama }
Tuscaloosa County } This Paper Witnesseth; That Whereas,
the undersigned, Monterallo Dogwood Mining Company,
a Corporation, executed a lease contract to W. A. Sprull
on March 15, 1921, on certain Coal rights located near
Dogwood, in Shelby County, Alabama;

And, Whereas, in Section 15 of said lease contract the said
W. A. Sprull did obligate himself to construct or cause
to be constructed a standard gauge railroad from the
main line of the Southern Railroad to the old Huckleberry
mine on the property leased, and to have the same completed
on or before September 1st, 1921;

And, Whereas, it has been determined by the said lessee that
said Coal can be more economically transported to the
main line of the Southern Railroad by the use of a tram
track instead of a standard gauge railroad, and has
applied to the undersigned for a modification of its

said contract so as to permit the construction of a tram road in lieu of the standard gauge railroad;
And, Whereas, it is deemed beneficial to so modify said Section 15 of said lease contract;
Therefore, in consideration of the premises, and of the sum of Five Dollars in hand paid to the undersigned by the said W. A. Aprusch, as lessee, the receipt whereof is hereby acknowledged, the undersigned does hereby agree with the said W. A. Aprusch that said Section 15 of said lease contract shall be modified so as to read as follows:
"Section 15. The lessee further covenants and agrees that he will construct or cause to be constructed a steel rail tram road from the main line of the Southern Railroad to the old Huckleberry Mine on said property, and to complete the same on or before the 1st day of September, 1921, and that he will also construct or cause to be constructed a proper railroad siding or switch and a tipple for dumping coal from the tram road into railroad cars on the said siding, and have the same completed on or before September 1st, 1921. Failure to keep and performs this covenant will operate to annul this lease at the option of the lessor."
The undersigned agrees that if the said lessor shall construct a tram road and tipple and railroad siding in conformity with Section 15, as above set out, that the same shall be accepted as in full compliance with the terms of said Section 15 of said original lease contract.
In Witness Whereof, the undersigned has caused its name and seal to be hereto affixed on this the 6th day of April, 1921.

Montevallo-Dogwood Mining Company,
a Corporation,
By Fleetwood Rice,
Its President.

Witness:
Annie Belle Whitson

State of Alabama } I, G. W. Graves, Judge of Probate, hereby
Shelby County. } certify that the within Lease was filed in this office for record 23 day of June, 1921, at 10 o'clock A. M. and recorded in Deed Record 68 Pages 405-413 and examined.

G. W. Graves
Judge of Probate