State of Alabama,
Jefferson County.

This lease agreement made in Birmingham, Jefferson County, Alabama on the 17th day of April, 1922 by and between The Bessemer Coal, Iron & Land Company, a Corporation, lessor, and C. H. Smith, lessee. Witnesseth:

That whereas, the said C. H. Smith has been operating a mine on the lands owned by the said Bessemer Coal, Iron & Land Company under an agreement made with T. W. Bobby on February 7th, 1920 on what is known as the Youngblood Seam located on the following lands,

All the portion of section 30 Township 21 Range 5 West, South and East of the River. That portion of the W½ of the NW¼ of section 2 Township 22 Range 3 East of the River; the NE¼ of NW¼ of section 2 Township 22 Range 5 West; That portion of the NW¼ of the SW¼ of section 2 Township 22 Range 4 West, East of the River aggregating in all some 370 acres, more or less situated in Bibb and Shelby Counties, Alabama.

And whereas, the said C. H. Smith now desires a new contract made in his own name, Now in consideration of the above and subject to the following terms and conditions, the said Bessemer Coal, Iron and Land Company does hereby lease unto the said C. H. Smith for a term of three years the right to mine coal from the Youngblood Seam under the above lands.

The said C. H. Smith is to have the use of the above houses located at our former Camp East of the River; also all of the mine cars, rails and equipment now at said mines consisting of 7600 feet of 12 pound rail and 19 mine cars.

The said C. H. Smith is to pay to the Bessemer Coal, Iron & Land Company on or before the 20th day of each month a royalty of 20¢ per ton on all coal mined, and is to furnish the said Bessemer Coal, Iron & Land Company with a list at the same time showing the date, initials, car numbers and

Wright for all Coal shipped during the previous Month, which royalty shall not be less than $80.00 per month for each and every calendar month of the year. It being understood that should there be any strike at said mine lasting more than two Consecutive weeks that the above paragraph shall not apply to the time lost on account of strike or labor trouble. All work shall be under the supervision of our General Manager, Superintendent and Engineer, and the mines shall be operated in such manner that the maximum amount of coal in the mine may be recovered. The lessee shall also operate the mine continuously except in case of strikes or other accidents beyond their control. All maps due to be made and reports to the State and Federal Government shall be made by the lessee.

Lessor shall have the right to use the timber in and upon said lands hereinbefore mentioned for the purpose of propping, shoring or timbering said mine. All timbers placed in the mine shall remain and shall not be removed for any cause except for prompt renewal.

The Lessee shall keep all dwelling houses in good repair and shall turn them over to the Lessor in as good condition as they now are at the expiration of this lease. Also all cars, rails, etc. furnished him by the Lessor shall be returned to the said Lessor in good condition less wear and tear.

Should the Lessee fail to carry out any of the provisions herein contained, or fail to pay the royalty herein provided for, or fail to carry out any other covenant of this contract, the Lessor shall have the right to cancel this contract by giving fifteen days notice in writing, or his intention so to do. Should this lease be cancelled for any cause the Lessee shall be liable to the Lessor for all royalty due or become due or also any damage the Lessor shall sustain by reason of such cancellation.

If there should be any time any difference of opinion or controversy between the parties hereto as to whether the mine on said lands is worked on proper mining principles, or for any other cause, the difference shall be settled by arbitration, each party hereto appointing one man and they selecting a third whose decision in the matter shall be final.

The said Lessee is to operate this mine as an independent contractor and hiring and discharging his own men as he may see fit; he shall also make suitable provisions for any accidents that may occur to his own employees without charge or liability whatever to the Lessor.

In testimony whereof, the Lessor and Lessee have hereunto set their names and seals in duplicate this the day and year first above written

Attest.
W. A. Reid
secretary.

Bessemer Coal, Iron & Land Co.,
By H. L. Badham
President, Lessor.
C. H. Smith Lessee

State of Alabama
Jefferson County

I, A. L. Pierce, a notary Public in and for said County in said State, hereby certify that H. L. Badham whose name as President of the Bessemer Coal, Iron & Land 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 authority executed the same voluntarily for and as the act of said Corporation

Given under my hand this the 17th day of April, 1922.

A. L. Pierce
Notary Public

(Seal)

State of Alabama
Jefferson County } I A. L. Pierce, a notary Public in and for said County, in said State, hereby certify that C. H. Smith whose name is signed to the

forgoing Conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 17th day of April 1922.

(Seal)

R. L. Pierce
Notary Public

Know all men by these presents, That C. H. Smith of Leeds, Alabama, the bona named in the forgoing lease from the Blossom Coal, Iron and Land Company to me dated April 17th, 1922, and wife, Cora Smith, for and in consideration of Fifty Dollars ($50.00) in hand paid by the Black Diamond Coal Mining Company, the receipt whereof is hereby acknowledged and for other good and valuable consideration which is hereby acknowledged, do hereby assign, transfer and set over to the said Black Diamond Coal Mining Company, a Corporation, of Birmingham, Alabama, the forgoing lease, the premises therein described and all rights, title and interest in, to and under the same.

In witness whereof, we have hereunto set our hands and seals on this 22 day of April, 1922, at Birmingham, Alabama.

C. H. Smith
Mrs. Cora Smith

The State of Alabama
Jefferson County } I, R. L. Lange a Notary Public in and for said County in said State do hereby certify that C. H. Smith and wife, Cora Smith, whose names are signed to the forgoing transfer and who are known to me acknowledged before me on this day, that being informed of the contents of the transfer, they executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of April, 1922.

(Seal)

R. L. Lange
Notary Public

The undersigned Bessemer Coal, Iron & Land Co.
the Lessor named in the foregoing lease,
hereby assents to the above written assignment
thereof by the lessee therein named to the
Black Diamond Coal Mining Company, a corporation
Birmingham, Ala, this 22 day of April 1922

Bessemer Coal, Iron & Land Co.
By H. L. Bradlee
its President

State of Alabama
Shelby County

I, G. W. Weaver, Judge of Probate hereby certify
that the within Lease was filed in this office
for record 10 day of May 1922 at 8 o'clock A.M.
and recorded in Deed Record 72 pages 63-64-65-66-67
and examined

G. W. Weaver Judge Probate
JUDGE OF PROBATE OF SHELBY COUNTY.