State of Alabama
Shelby County

This Agreement made and entered into this the 25 day of April 1922 by and between J. A. Fulton part of the first part, and Andy Smith & M. J. Dobyns, heirs, associates or assigns, parties of the second part.

Witnesseth: that the party of the first part doth sell and convey in consideration of the sum of one dollar in hand paid the receipt of which is hereby acknowledged, and other considerations and agreements hereinafter expressed, does hereby sell and bargain unto the parties of the

second part the exclusive right for a period of twenty years to enter upon and mine Barytes and any other minerals from under and upon the following described land, to wit:

E ½ of NW ¼ of NW ¼ and part of NW ¼ of NE ¼ Sec. 13. T.8.N. Range 3 west. 40 acres

And the part of the first part does hereby and hereon and give unto the party of the second part the right to the use of any and all timber and water upon the same, necessary for the development, working and mining of said Barytes or any other minerals and the preparation of same for market, and the removal of same; and also the right of way and the right to build roads, tram roads, railroads and electric transmission lines of any description over the same necessary for the economical transportation to and from said lands of all materials and implements that may be necessary in mining and removal of said Barytes or other minerals or in the preparation of same for market. Also the right to build houses and buildings thereon for employees and machinery. Also the right to mine by open cut, quarry, or stripping of the surface over any Barytes or other minerals mined, and the use of any surface necessary for the storing and housing of any Barytes or other minerals mined from said land. Also the right to dump debris or refuse from said mines on any part of the property described above. Also the right of the transportation of any Barytes or other minerals mined from adjacent property across or through said property described above.

It is agreed in consideration of said grant and lease that the said party of the second part shall pay and hereby does agree to pay unto the party of the first part the sum of 25 cents per ton as royalty on each and every ton of 2240 pounds of Barytes or other minerals mined and shipped. Railroad rights as furnished by the Railroad Company are to govern in arriving at a settlement

due under this lease.

The Royalties when due may be deposited to the Credit of the party of the first part by the party of the second part in any bank in said Shelby County and Alabama State.

Payments of the Royalties is to be made on the fifteenth of each month for ore mineral shipped from said land during the previous month.

The party of the second part agrees to pay the party of the first part a Minimum Royalty of Ten dollars per annum for each and every year in which work is done during the life of this Conveyance unless same is Cancelled as provided for in next succeeding paragraph.

It is hereby expressly agreed and understood between the parties hereto that the party of the second part shall have the right on sixty days written notice to surrender this lease for Cancellation and thereby be relieved of all obligations to the parties of the first part, and such written notice shall be, and be accepted as, full and legal surrender of this grant and the party of the first part further agrees that the party of the second part shall have the right upon such Cancellation or at the end of the period of this lease to remove all machinery, equipment, or any other material placed on said lands by said party of the second part.

In Witness Whereof the said Parties have hereunto set their hand and seals the day and year first above written.

Witness

L. C. Coates — J. A. Fulton (Seal)

W. C. Austin — Andy Smith (Seal)

M. J. Dabney Jr. (Seal)

State of Alabama

Jefferson County.

For and in consideration of the sum of Ten dollars, and other valuable consideration the receipt of which is hereby acknowledged, we the undersigned do by these presents grant, bargain, sell, transfer, assign and set over the within described lease to the said J. R. Rice

Witness our hands and seals this the 1st day of August 1922

Witness B. A. Gale M. J. Jones
Rush Chadwick Andy Smith
J. A. Gail
State of Alabama
Jefferson County
For and in Consideration of the sum of Three hundred, dollars, the receipt of which is hereby acknowledged, we the undersigned, do by these presents, grant, bargain, sell, transfer, assign and set over the within described agreement and lease to the said Alabama Barytes Company.
Witness our hands and seals this the 21 day of August 1922.
Witness N. G. Gordon J. R. Price (Seal)
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 31 day of Aug. 1922, at 10 o'clock A.M. and recorded in Lease Record 12 pages 215-218 and examined
G. W. Weaver, Judge of Probate