LEASE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that this agreement made and entered into on this the 18th day of January, 1923, by and between J. D. Ruffin and C. A. Ruffin, his wife, hereinafter called the Lessors, and Buck Coal Company, Inc. of Helena hereinafter called the Lessee, WITNESSETH:

That the lessors agree to lease and by these presents do lease unto the Lessee; and the Lessee agrees to rent, and by these presents does rent the hereinafter described property upon the terms and conditions hereinafter set out:

northwest quarter (NW\frac{1}{4}) of the northwest quarter (NW\frac{1}{4}) of Section fifteen (15) nship twenty (20) range three (3) west, situated in Shelby County, Alabama, for urpose of opening up mines, mining and selling coal therefrom and exercising al mining rights and privileges on said property, and the Lessors covenant the lessee in possession of the property for the term of this lease unless terminated in any manner hereinafter set out, and the Lessors warrant and it hat they have a good title in fee simple to said property and that the free from all incumbrances and that they have a good right to make and lease.

1923, or until January 1928, with right of renewal as hereinafter set Lessee shall not sublease the rights or property herein leased or is lease without the written consent of the Lessors.

right to open mines and to mine and sell coal from said property and to exercise all coal mining rights and privileges on said property shall be restricted to those seams known and designated as "The Buck Seam", "The Black Shale Seam", and the seam known and designated as "The Thompson Seam" or "Conglomerate Seam" or "Underwood Seam", and none other, and nothing herein contained shall be construed as a restriction against the Lessors leasing the mining rights in and to any seams of coal on the within described premises other than those expressly set out in this paragraph to any other persons, firms or corporations.

FOURTH: The Lessors agree that during the term of this lease, or any extension or extensions thereof, the Lessee shall, without extra or additional charge, have the use of such timber, water, surface land and any natural elements on the property hereby leased as may be necessary to conduct coal mining operations under this agreement, and to use such timber for and in the construction or repairing of any structures of whatsoever kind that may be needed in and about the exercise of the rights acquired by virtue of this lease, such use being restricted to the use of such timber and natural elements on the property hereby leased except that the Lessee shall have the right to cut and use all timber necessary in and about the construction of a tipple and tramway thereto, even though said tipple and tramway thereto be not situated on the property hereby released.

of lessee, the property hereby leased is in any way or manner damaged or rendered of less value by reason of the building of roads, railroads, tramways or the exercise of the right of the eminent domain, the Lessors reserve to themselves the right to

16 (Day That a Lease on Octuin Oval Laude Fruited by Druffind to Buch Coal Co" Signed Jan, 18723 Med Corded on Gages! 110° 1, 2, V3 an Val 76 Record of Deeds - Has this day bern Caucelles by mitual Conagree that in the event any interest, right or rights of the Lessee are thereby damaged or impaired, the Lessee shall have the right to enforce a claim for damages and to collect for such loss as it may sustain as a result thereof.

The Lessors do further agree in consideration of the stipulated royalties SIXTH: hereinafter set out that the Lessee shall have the use, for the period of this lease extensions thereof, of such mining equipment as is set out in the list hereto attached, including machinery, tramways, tram cars, tracks, rails, ties, cut timber, houses, buildings, storerooms and all other fixtures and personal property in, on or upon the property hereby leased, as set out in attached Schedule "A" without extra or additional charge, and do agree that at the termination of this lease or any extension thereof the "essee shall have the right to remove from the property hereby leased all personal property, fixtures, tools and mining equipment which they may own, provided all royalties and all debts for money, supplies or goods sold to them has been paid by the Lessee to Lessors, but in the event the "essors desire to purchase such personal property, fixtures, tools and mining equipment from Lessee, they shall have the right to do so, the price of same to be determined, if not otherwise agreed upon, by three arbitrators of whom one shall be chosen by Lessors, one by Lessee, and the third by the two already chosen, and the decision of these arbitrators shall be binding upon the parties hereto.

The Lessee agrees at its own cost and expense to make the proper opening or openings and to mine coal in the usual and customary workmanlike manner from the property hereby leased, and the Lessee agrees to pay the Lessors on or before the 15th day of each calendar month a royalty of twenty cents (20¢) for each and every ton (2000 pounds) of coal mined during the preceeding calendar month and lessee agrees to keep a true and correct account of all coal mined and sold, said hooks and records to be at all times subject to the inspection of the Lessors, their agents or assigns. In the event the $^{
m L}$ essee fails to mine any coal during any month or months and such failure to mine coal is the result of any cause other than an unavoidable cause over which lessee has no control, strike or strikes, accident or accidents in mine or mines causing a discontinuance of operations, car shortage or the inability to obtain cars, the Lessee shall pay to the Lessors a minimum royalty of Fifty Lollars (\$50.00) per month. payment to be made on the 15th day of each calendar month, but in the event that any of the enumerated causes exist, then in that event no minimum royalty shall be payable for the first month. And the Lessors hereby agree that in the event the Lessee shall, under the terms hereof, pay to the Lessors the minimum royalty herein specified for one or more months, that a sum equal to the total of minimum royalties so paid shall be deducted by the Lessee from the royalties or royalty for the first month or months, which shall exceed the minimum royalty or royalties, provided, however, that such deduction shall not reduce the royalty for any such month or months to a sum less than Fifty Dollars (\$50.00)

NINTH: The Lessee agrees to conduct said mining operations on said property in such manner only as is usual and customary in the skillful and proper mining operations of similar character, so as not to do or cause any inconvenience or hinderance in the subsequent operations of said mine or mines and said property; to keep all parts and entrances and openings and tunnels well and substantially timbered and pillared, so that, at the termination of this agreement, whether by the acts of either party or by limitation or otherwise, said mine and premises and property shall be left

in good order and workable and workmanlike condition, and in working said mine or mines, to remove and deposit all earth and rubbish at such places and in such manner as will not obstruct or hinder the future operation of said mine or mines; to install and maintain such supports and timbers, frame works or slopes as shall be necessary and proper for the use and maintenance of such mine and the approaches thereto, and to leave and keep the same so as not to interfere with the future operations of said mine or mines; to observe and strictly comply with all the requirements of the laws of the State of Alabama and of the United States as pertain to mining operations; to allow the Lessors, their agents or assigns, full access to said mine or mines and property for the purpose of inspection in order to determine whether the Lessee is carrying on and conducting such mining operations in the manner herein required.

TENTH: This lease shall be binding upon the Lessors, their heirs, successors or assigns, and upon the Lessee, its successors or assigns.

ELEVENTH: The Lessors shall have the right to work or lease any of the seams of coal on the lands hereby leased other than those seams set out in Paragraph "Third" hereof, and to cut necessary timber for such mining operations on said lands, and to use stone or gravel thereon and to use roadways and build roads or tramways on said lands, providing that the exercise of any of the rights herein specified and set out shall not interfere with or prejudice the rights of the Lessee acquired by virtue of this lease. And the exercise of any right hereby reserved the Eessors shall be in no wayshall be in no way construed as a trespass.

EIGHTH: The term of this lease may be extended for an additional term of five years at the option of the Lessee, or its assigns.

IN WITNESS WHEREOF, the Lessors J. D. Ruffin and C. A. Ruffin, his wife, have hereunto set their hands and seals, and Buck Coal Company, Inc. of Helena has caused its name to be hereto affixed by G. E. Warrick, as its President, and to be attested by H. L. Elliott as its Secretary, this 18th day of January A.D. 1923.

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J. D. Ruffin (L.S.)

LESSORS

C, A, Ruffin (L.S.)
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BUCK COAL COMPANY, INC. OF HELENA

ATTEST:

By G. E. Warrick--as its President

H. L. Elliott
As its Secretary

Witness: S. M. Thompson

as to J. D. Ruffin

Witness: C. H. G. Alexander

) and C. A. Ruffin

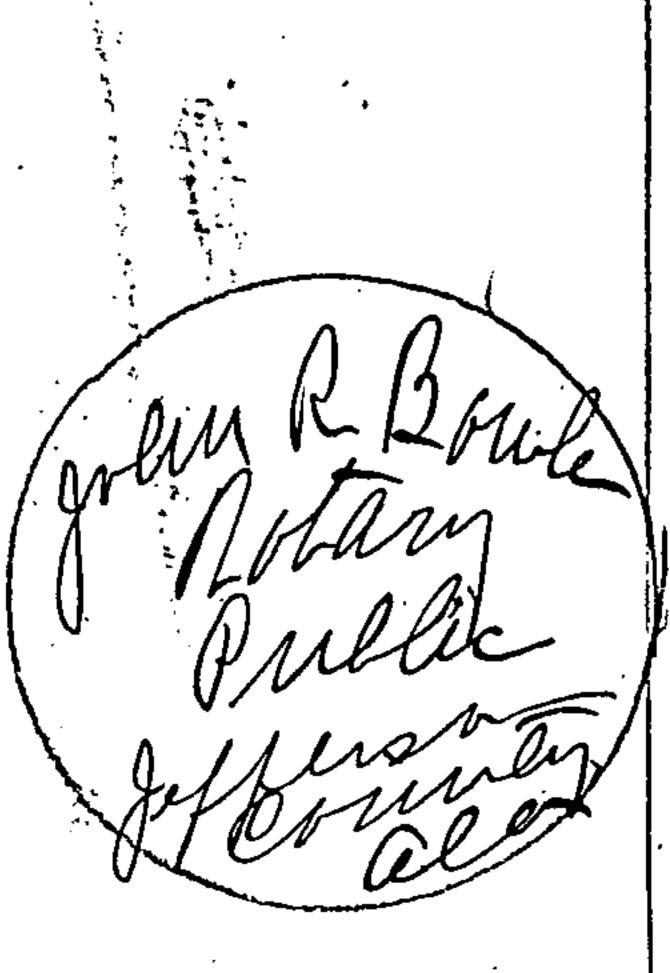
THE STATE OF ALABAMA)

JEFFERSON COUNTY

I, John R. Boyle, a Notary Public in and for said County, in said State, hereby certify that C. H. G. Alexander, a subscribing witness to the foregoing lease, known to me, appeared before me this day and, being sworn, stated that J. D. Ruffin and C. A. Ruffin, the Lessors, voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date; that he attested the same in the presence of the Lessors and of the witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand and seal of office this 20th day of January A.D. 1923.

John R. Boyle-Notary Public



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STATE OF ALABAMA,	•
SHELBY COUNTY.	1
I, L. B. Riddle, Judge 95 Probate,	hereby certify
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Judge	of Probate.
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