## LEASE

STATE OF ALABAMA )
COUNTY OF SHELBY )

THIS LEASE, made and entered into on this the 11th day of February, 1931, by and between Ida C. Woolley, the widow of R.E. Wooley and Edward Lee Woolley, a single man, Pearl Woolley Seals and husband John Wafe Seals, Mary Ida Woolley, a single woman, Reason Samuel Woolley and wife, Beatrice Woolley, Lizzie Woolley Lawley, and husband M. W. Lawley, H.C. Woolley and wife Edna Fay Woolley; Willie M. Woolley Edgs and husband Harvey A. Edge, the children of R. E. Woolley, together with their respective husbands and wives and Mrs. John T. Woolley, wife of John Thomas Woolley, deceased son of R.E. Woolley, and Mrs.John T. Woolley as Guardian of Mary Linn Woolley, and Bettie John Woolley, children of the said John Thomas Woolley, deceased, hereinafter called the lessers, and Montevallo Coal Mining Company, a corporation, of Aldrich, Alabama, hereinafter called the lessee,

WITNESSETH: the said lessors, for the consideration hereinafter named, do hereby demise and let to the said lessee the right and privilege to mine all of the coal in that seam known as the Montevallo seam, in, under and upon the following described lands, situated in Shelby County, Alabama to-wit:

The northwest quarter of the southeast quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ); the southwest quarter of the northeast quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ); the northeast quarter of southeast quarter and south half of the southeast quarter of northeast quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and S $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ). All in Section 7, Township 22, Range 3 west, also the south half of southwest quarter of northwest quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) Section 8, Township 22, Range 3 west.

It is understood that the lessee owns the undivided interest formerly owned by Milton E. Woolley and that the rights and privileges herein given by the lessors are limited to such rights as they themselves own in the property.

TO HAVE AND TO HOLD to the said lessee for a period of twenty (20) years from the date of this agreement upon the terms and conditions hereinafter set forth, tewit:

1. The lessee shall have the right to mine all the coal in said seam known as the Montevallo seam, in, under and upon the above described property, and in so doing shall have the right and privilege to drive such slopes and other tunnels as may be necessary in the mining of said coal.

2. The lessee shall pay as rent and royalty fifteen cents (15 %) per ton of 2000 kind and pounds for all coal mined of every/description analytical weights to govern, that is, said royalty shall be paid upon coal mined after the same has been prepared for market and placed in railroad cars or otherwise. In making payments of royalty as herein provided the sum of money to be paid the lessors by the lessee shall not be less than fifty (\$50.00) Pollars per month, beginning on the list, day of July, 1931; until all the coal has been exhausted or until the rights herein granted have expired; and if the total royalty paid as herein provided during any six months period beginning on the first day of July or on the first day of January of any year during the term hereof after the lst, day of July 1951, should beein excess of royalty which would be due for coal actually mined during such six months period, and if the lessee should during the next succeeding six months period mine such quantities of coal as would yield a greater royalty than would be due as a minimum for said succeeding sixmonths period, the lessee shall at the end of said succeeding six months period have credit for said excess of royalty on account of and to the extent of any excess of sums

paid for coal actually mined during said succeeding six months period over sums due as minimum royalty during said period. No minimum royalty shall be paid after the coal herein heased has been mined or the rights herein granted have been terminated.

- 3. All recoverable merchantable coal in the said Montevallo seam shall be mined after the best mining practices and as much thereof recovered as is profitably possible under said practices, during the term of this lease.
- 4. Payment of said royalty shall be made to the lessors on the 20th day of each month for coal mined during the receding month at such place as they may designate.
- 5. The lessee covenants and agrees that its operations in the mining of said coal shallbe conducted in a skillful and minerlike manner and such as would be approved of by experienced mining engineers, and further covenants and agrees to mine said coal in said seak in such manner as not to obstruct the advantageous working of the property and not to impair the availability or value of said property for the further purposes of the lessors upon reversion to them.
- 6. All machinery, buildings, fixtures, tram-tracks and other property of any and all kinds, whether real, personal or mixed, used by the lessee in the mining of said coal shallremain the property of the lessee, but it is agreed nevertheless that the lessors shall have a lien upon all property placed in, on, or upon lands of the lessors for any amount due or to become due to the lessors under this contract. Upon the termination of this lease from any cause the lessee or its assigns shall have the right within ninety days thereafter to remove from the land of the lessors any such property, first having made payment in full to the lessors of all amounts due them.
- 7. The lessors, through their agents, shall at allreasonable times have the right to enter upon and examine said lands and entries and works therein for the purpose of inspecting and checking the mining operations of the lessee, and the lessee agrees that it will furnish to the lessors or their agents at such times, maps showing the mining operations in, on or under the described lands.
- 8. The lessee shall have the right and privilege for a period of thirty years from the date of this lease to use all openings and tunnels driven by it in, on or under the above described land in process of mining the coal therefrom for the purpose of reaching and giving access to other lands owned by the lessee or leased by it with the right and privilege to transport through such openings any and all coal mined from adjacent lands owned by the lessee or leased by it, all without cost to the lessee.
- 9. The lessee shall be under no obligation to support the surface of the land above described, except insofar as its operations must be conducted in a workmanlike and minerlike manner, and shall at no time be charged with the drying up of any wells or springs on the above described land, or the opening of any cracks or crevices thereon.

  10. Should there he at any time any difference of opinion or controversy between the
- 10. Should there be at any time any difference of opinion or controversy between the parties hereto upon any questions arising under this lease, the same shall be submitted to arbitration and each of the parties hereto shall appoint an abbitrator and the two so appointed shall arbitrate the said matter of difference. Should the two arbitrators so appointed be unable to agree, they shall call in a third arbitrator and the decision of the majority shall be final upon the matter submitted for arbitration. Each party shall pay for the services and expenses of the arbitrator selected by him, and should a third arbitrator be selected, the services and expenses of such third arbitrator shall be shared equally by first party or any of them and second party.

In witness whereof, the lessors and the lessee have hereunto set their hands and seals in triplicate on this the day and year first above set forth.

```
M.W. Lawley
                     Florine Williams
                                                    Lizzie Woolley Lawley
                     Florine Williams
                                                    Ida C. Woolley
                                                    Edward Lee Woolley
                     Florine Williams
                                                    Mary Woolley
                     Florine Williams
                                                    Willie K. Woolley Edge
                     L.D.Dixon
                                                    Harvey A. Edge
                     H. A. Clingenpeel
                                                    Pearl Woolley Seals
                     W. Ketterborn
                     Y. Facinelli
                                                    Wafe Seals
                                                     H.C. Woolley
                     Y. Facinelli
                                                     "dna "ay Woolley
                     C. R. Fields
                                                    Mrs. John T. Woolley
                     C. R. Fields
                                                    Mrs.John T.Woolley Gdn
                     J. R. Loventhal
                                                    for Mary Linn Woolley Minors
                     J. R. Loventhal
                                                     Bettie John Woolley
                     Mrs. Geo. Farley
                                                     Reason Samuel Woolley
                     Mrs. Geo. Farley
                                                    Beatrice Woolley
                                                           LESSORS
                                                    Montevallo Coal Mining Company
Attest
                                                    By D.A. Thomas, President
J. M. Chapman
                                                           LESSEE
Secretary
STATE OF ALABAMA
COUNTY OF DALLAS
   I, Mrs. Fred Williams, a Notary Public in and for said County in said State hereby
certify that M. W.Lawley & wife Lizzie Woolley Lawley, Ida C. Woolley and ^{
m E}dward Lee
Woolley whose names are signed to the fore going construment, and who are known to me,
acknowledged before me on this day that being informed of the contents of this
instrument, they executed the same voluntarily on the day the same bears date.
   Given under my hand and seal th s 11th day of February, 1931.
                                                    Mrs. Fred Williams
                                               Notary Public Dallas Co. Ala.
STATE OF ALA.
COUNTY OF MOBILE
   I, L.D.Dix, a Notary Public in and for said County in said State hereby certify
that Mary Woolley whose name 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
this instrument, she executed the same voluntarily on the day the same bears date.
   Given under my hand and seal this 13th day of February, 1931.
                                                  L. D.Dix--Notary Public
                                       Notary Public State of Alabama, Mobile County
                                         My commission expires March 20, 1933
STATE OF VIRGINIA
COUNTY OF MONTGOMERY )
   I, H.A.Clingenpeel, a Notary Public in and for said County in said State, hereby
certify that Willie K. Woolley Edge whose name 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 this instrument, she executed the same voluntarily on the day the same
bears date.
   Given under my hand and seal this 16th day of February, 1931.
                                                  H.A.Clingenpeel--Notary Public
STATE OF KENTUCKY
                                       My commission expires October 17, 1934
COUNTY OF HICKMAN
   I, W. G. Utterback; a Notary Public in and for said County in said State, hereby
certify that Harvey A. Edge whose name is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that being informed of the wontents
of this instrument he executed the same voluntarily on the day the same bears date.
  Given under my hand and seal this 21 day of February, 1931.
                                                   W. G. Utterback--Notary Public
                                               My commission expires Jan. 117, 1932
STATE OF WYOMING
```

I, Y. Facinelli, a Notary Public in and for said County in said State hereby

Witnesses

COUNTY OF SWEETWATER)

certify that Pearl Wooley Seals and Wafe Seals, wife and husband whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25th day of February, 1931.

STATE OF TEXAS

COUNTY OF WINKLER

Y. Facinelli- Notary Public

I, C. R. Fields, a Notary Public in and for said County in said State hereby certify that H. C. Woolley & Edna Fay Woolley, husband and wife whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 28 day of Feby. 1931.

C. R. Fields -- Notary Public

STATE OF ARKANSAS COUNTY OF UNION

I, J.R. Loventhal, a Notary Public in and for said County in said State hereby certify that Mrs. John T. Woolley and Mrs. John T. Woolley Guardian for Mary Linn Woolley and Bettie John Woolley, minors whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date .

Given under my hand and seal this 2 day of March, 1931.

J.R.Loventhal -- Notary Public My com. exp. Jan 7, 1932

STATE OF ALABAMA COUNTY OF JEFFERSON )

I, Anna C. Judge a Notary Public in and for said County in said State hereby certify that Reason Samuel Woolley whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of March, 1931.

Anna C. Judge--Notary Public

STATE OF ALABAMA COUNTY OF JEFFERSON )

I, Anna C. Judge a Notary Public in and for said County in said State, hereby certify that Beatrice Woolley whose names areasigned to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4th day of March, 1931.

Anna C. Judge -- Notary Publid

STATE OF ALABAMA JEFFERSON COUNTY

I, Barney Chapman, a Notary Public in and for said County in said State hereby certify that D. A. Thomas and J. M. Chapman whose names as President and Secretary, respectively, of the Montevallo Coal Mining Company, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full

authority executed the same voluntarily for and as the act of said corporation Given under my hand and seal this 5 day of March, 1931.

Barney Chapman--Notary Public

THE STATE OF ALABAMA )
SHELBY COUNTY )

I hereby certify that the within lease was filed in this office for record March 14th 1931 at 9 oclock A.M. and recorded in Deed record 92 page 243 and examined.

Cage Head--Judge of Probate