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. F. 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. Woollet, and wife Edna Fay Woolley; Willie K. Woolley Edge and husband, Harvey A. Edge, the children of R.F. Woolley, together with their respective husbands and wives, and Mrs. John T. Woolley, wife of John Thomas Woolley, deceased son of R.F. 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 Lessors, and Montevallo Coal Mining Company, a corporation, of Aldrich, Alabama, hereinafter celled 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 SF $\frac{1}{4}$ ); the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$  of NF $\frac{1}{4}$ ); the Northeast quarter of Southeast quarter and South Half of the Southeast quarter of Northeast quarter (NF $\frac{1}{4}$  of SF $\frac{1}{4}$  and S $\frac{1}{2}$  of SF $\frac{1}{4}$  of NF $\frac{1}{4}$ ). 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 F 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 Lesseefor a period of twenty (20) years from the date of the terms and conditions hereinafter set forth, to-wit:

- 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 pounds for all coal mined of every kind and description, railroad weights to govern, that is, in 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 asherein provided the sum of money to be paid the Lessors by the Lessee shall not be less than Fifty (\$50.00) Dollars per month, beginning on the 1st 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 1st day of July 1931, should be in 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 yeald a greater royalty than would be due as a minimum for said succeeding six months 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 padd after the coal herein leased has been mined or the rights herein granted have been terminated.
- 3. All recoverable merchantable coal in the said liontevallo seam shall be mined after the best mining practices and as much thereof recovered as is profitably possible under said practices, during the terms of this lease.
  - 4. Payment of said royalty shall be made to the Lessors on the AOth day of each month for coal mined during the preceding month at such place as they may designate.
  - The Lessee covenants and agrees that its operations in the mining of said coal shall be 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 seam 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 shall remain 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 Lessed or its assigns shall have the right within nimety 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 all reasonable 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 the refrom for the purpose of reaching and giving access to other lands dwned 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 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 arbitrator 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 of 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.

WITNESSES: Florice Williams
Florine Williams
Florine Williams

L D Dix

H A Clingenpeel
W G Utterback
V. Facinelli
V. Facinelli
C R Fields
C R Fields
J R Loventhal
J R Loventhal

Mrs Geo. Farley
Mrs Geo. Farley

M. W. Lawley Lizzie Woolley Lawley Ida C. Woolley Edward Lee Woolley Mary Woolley Willie K. Woolley, Edge Harvey A Edge Pearl Woolley Seals Wafe Seals H C Woolley Edna Fay Woolley Mrs John T Wodlley Mrs John T. Woolley, Gdn for Mary Linn Woolley, Minors Betty John Woolley ) Reason Samuel Woolley Beatrice Woolley

Lessors

Montevallo Coal Mining Company

By D.A. Thomas, President, Lessee

ATTEST:
J M Chapman,
Secretary.

STATE OF ALABAMA, COUNTY OF DALLAS)

I, Mrs Ered Williams, a Notary Public in and for said County, in said State, hereby certify that M.W. Lawley, & Wife, Lizzie Woolley, Lawler, Ida C. Woolley, and Edward Lee 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 11th day of February, 1931.

Mrs.Fred Williams Notary Public, Dallas Co. Ala.,

STATE OF ALABAMA, A COUNTY OF MOBILE)

I, L D Dix, a Notary Public in and for said County, in said State, hereby certify that Mary 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 13th day of Febyuary, 1931

Notary Public,
Notary Public, State of Ala.,
Mobile County,
My commission expires
March 20 1933.

STATE OF MIRGINIA COUNTY OF MONTGOMERY)

I, H A Clingenpeel, a Notary Public in and for said County, in said Statem hereby certify that Willie K. Woolley Edge whose names is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being infommed 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 Clingenfeel, Notary Public, My Commission expires Oct 17

1934

STATE OF KENTUCKY 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 contents 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 Feby 1931.

W G Utterback Notary Public.

I, V. Facinella, a Notary Public in and for said County, in said State, hereby 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

V. Facinelli, Notary Eublic.

STATE OF TEXAS, COUNTY OF WINKLER)

I, C R Fields, a Notary Public in and for said County, in Said State, hereby certify that H C Woolley and Edna Fay Woolley, gusband and wife, who se 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 July, 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 Mohn T Woolley, Guardian for Mary Linn Woolley and Bettie John 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 2 day of lich, 1931

My Commission exp Jan 7 1932.

J R Loventhal, Notary Public.

STATE OF ALABAMA. GOUNTY OF SHFFIRSON)

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 Ath 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 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 ath day of March, 1931

> Anna C. Judge Notary Public.

STATE OF ALABAMA. JEFFERSON COUNTY) I, Barnes Chapman, a Notary Public in and forms aid County, in said State,

hereby certify that D A Thomas, and J.M.Chapman, whose names as President and Secretary, respectively, of the Montevallo Goal 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 dor and as the act of said corporation.

Given under my hand and seal, this 5 day of March 1931,

Barnes Chapman, Notary Public.

Filed in office for record this

the 25th day of October 1934 at 11.30 o'clock And and duly recorded in deed record 97, page 589 and examined. Cage Head, Judge of Probate