

20090122000020210 1/8 \$40.00  
Shelby Cnty Judge of Probate, AL  
01/22/2009 12:43:41PM FILED/CERT

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

William S. Wright (205) 251-8100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

William S. Wright  
Balch & Bingham LLP  
P. O. Box 306  
Birmingham, AL 35201-0306

wwright@balch.com

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20070222000082480 filed February 22, 2007

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed [for record] (or recorded) in the  
REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

The first sentence of item 4 contained in the Financing Statement is hereby revised by deleting \$22,000,000 and inserting \$50,598,122. Given as additional security in connection with a modification to a real estate mortgage recorded contemporaneously herewith.

All now existing or hereafter arising or acquired property and assets of the Debtor, including without limitation, all accounts, general intangibles, chattel paper, documents, instruments, letters of credit, letter-of-credit rights, investment property, supporting obligations, deposit accounts, inventory, equipment and other goods, and all products and proceeds of all of the foregoing and including all of the types and items of property described on Exhibit A hereto.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Madison Management, LLC, as Agent

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Debtor: Taco Minerals, LLC

To be filed in the Shelby County, Alabama, Probate Office



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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

20070222000082480 filed February 22, 2007

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

All other fixtures and real and personal property described in the  
Future Advance Mortgage, Assignment of Rents & Leases and  
Security Agreement from Debtor to Secured Party dated as of  
February 20, 2007, which relates to the Land and Coal Lease  
— Land defined therein, which Land and Coal Lease Land also  
are described in Exhibits B and C hereto.

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EXHIBIT A  
TO  
UCC FINANCING STATEMENT

DEBTOR: TACOA MINERALS, LLC

SECURED PARTY: MADISON MANAGEMENT, LLC, AS AGENT and  
DEL MAR ONSHORE PARTNERS, L.P., AS LENDER

The collateral consists of all now existing or hereafter arising or acquired property and assets of the Debtor and includes all of the following property and interests in property of Debtor, whether now owned or hereafter acquired or arising, and wherever located (collectively, the "Collateral"):

1. all rights of the Debtor to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper or an instrument, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a secondary obligation incurred or to be incurred, or (d) arising out of the use of a credit or charge card or information contained on or for use with the card (all of the foregoing being referred to herein collectively as the "Accounts") (except as set forth below);
2. all general intangibles, and including, without limitation, all of Debtor's now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, servicemarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Copyright Office, the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, together with all rights and privileges arising under applicable law with respect to Debtor's use of any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registration; software and contract rights relating to computer software programs, in whatever form created or maintained (all of the foregoing being referred to herein collectively as the "Intellectual Property"); and all of Debtor's now owned and hereafter acquired mineral leases and/or licenses (including without limitation the Coal Mining Lease, dated as of September 6, 2005, by and between Debtor and RGGS Land & Minerals, Ltd., L.P. ("RGGS"), and any and all amendments thereto and replacements therefore, the Coal Mining Lease, dated as of February 20, 2007, by and between Debtor and RGGS, and any and all amendments thereto and replacements therefore, the Coal Fines and GOB Recovery Lease, dated as of September 6, 2005, by and between Debtor and United States Steel Corporation ("USS"), and any and all amendments thereto and replacements therefor, and all



minerals, coal, gravel or other materials extracted pursuant to such Leases, whether or not produced or processed, and the Royalty Rights Agreement, dated as of October 25, 2005 by and between Debtor and Kodiak Mining Co., LLC), and any and all amendments thereto and replacements therefore, together with all rights and remedies thereunder and with respect thereto, including, without limitation, all royalties, fees and other income payable thereunder;

3. all goods, including, without limitation, all now owned and hereafter existing or acquired (a) goods, wherever located, which (i) are leased by Debtor as lessor; (ii) are held by Debtor for sale or lease or to be furnished under a contract of service; (iii) are furnished by Debtor under a contract of service; (iv) consist of raw materials, work in process, finished goods or materials used or consumed in its business, including, without limitation, all minerals in whatever form, which have been extracted from the real property and include, without limitation, coal, fly ash, bottom ash or other ash, methane, sulfur, sulfur dioxide, and other by-products resulting from the processing of coal mined by Debtor and other minerals and chemicals from the mining or processing of coal, or (v) cast iron fittings, paints, belts, and hoses, bolts and nuts, wire and wire products, welding supplies, tools, steel, rope, timber, railroad spikes, railroad car parts and railroad crane parts, bag house parts, pump parts, compressor parts, electrical parts, bearings, drills, bits and accessories and other parts and supplies, and (b) equipment of any kind or description, wherever located, including machinery, data processing and computer equipment and computer hardware and software, whether owned or licensed, and including embedded software, vehicles (titled or untitled), tools, dies, jigs, furniture, trade fixtures and fixtures, all attachments, components, parts, accessions and property now or hereafter affixed thereto or used in connection therewith, and substitutions and replacements thereof, all existing and fixture leasehold interests in equipment and fixtures (except as set forth below);

4. all fixtures and real property, including leasehold interests, together with all buildings, structures, and other improvements located thereon and all licenses, easements and appurtenances relating thereto, all metals and minerals which have been extracted therefrom wherever located;

5. all chattel paper (including all tangible and electronic chattel paper);

6. all instruments (including all promissory notes);

7. all documents;

8. all deposit accounts;

9. all letters of credit, banker's acceptances and similar instruments and including all letter-of-credit rights;

10. all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of other Collateral, including (a) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the other Collateral; (b) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party; (c) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, other Collateral, including returned, repossessed and



reclaimed goods; and (d) deposits by and property of account debtors or other persons securing the obligations of account debtors;

11. all investment property (including securities, whether certificated or uncertificated, securities accounts, security entitlements, commodity contracts or commodity accounts) and all monies, credit balances, deposits and other property of Debtor now or hereafter held or received by or in transit to Secured Party, its affiliates or any other party for whom Secured Party is acting as agent or at any other depository or other institution from or for the account of Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise;

12. all commercial tort claims;

13. to the extent not otherwise described above, (i) all interest, fees, late charges, penalties, collection fees and other amounts due or to become due or otherwise payable in connection with any Account; (ii) all payment intangibles of Debtor; (iii) letters of credit, indemnities, guarantees, security or other deposits and proceeds thereof issued payable to Debtor or otherwise in favor of or delivered to Debtor in connection with any Account; or (iv) all other accounts, contract rights, chattel paper, instruments, notes, general intangibles and other forms of obligations owing to Debtor, whether from the sale and lease of goods or other property, licensing of any property (including Intellectual Property or other general intangibles), rendition of services or from loans or advances by Debtor or to or for the benefit of any third person (including loans or advances to any affiliates or subsidiaries of Debtor) or otherwise associated with any Accounts, Inventory or general intangibles of Debtor (including, without limitation, choses in action, causes of action, tax refunds, tax refund claims, any funds which may become payable to Debtor in connection with the termination of any employee benefit plan and any other amounts payable to Debtor from any employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, casualty or any similar types of insurance and any proceeds thereof and proceeds of insurance covering the lives of employees on which Debtor is a beneficiary);

14. all books of account of every kind or nature, purchase and sale agreements, invoices, ledger cards, bills of lading and other shipping evidence, statements, correspondence, memoranda, credit files and other data relating to any of the Collateral or any account debtor, together with the tapes, disks, diskettes and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other person); and

15. all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral.



## EXHIBIT B

### DESCRIPTION OF FEE LAND

#### Parcel 1:

A tract of land, situated in the Northeast quarter and also in the East half of the Northwest quarter of Section 22, Township 21 South, Range 4 West more particularly described as follows:

Commence at the Northeast corner of Section 22, Township 21, South, Range 4 West; thence run Westerly along a straight line which is the North line of said Section 22, 1457.97 feet; thence turn left 90 degrees 00 minutes 19 seconds and run Southerly along a straight line 730.86 feet to the point of beginning; thence turn left 55 degrees 21 minutes 55 seconds and run Southeasterly along a straight line 199.96 feet; thence turn right 9 degrees 05 minutes 07 seconds and run Southeasterly along a straight line 190.73 feet to the centerline of a road; thence turn right 81 degrees 40 minutes 50 seconds and run Southwesterly along a straight line and along the centerline of said road 336.14 feet to the beginning of the arc of a curve tangent to straight line, said arc turning to the left, having a radius of 269.77 feet and being subtended by central angle of 43 degrees 09 minutes 15 seconds; thence in a Southwesterly direction along said arc which is the centerline of said road 203.19 feet; thence in a Southerly direction along said centerline and along a straight line tangent to said arc 94.79 feet to the beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 552.51 feet and being subtended by a central angle of 58 degrees 56 minutes 00 seconds; thence in a Southwesterly direction along said arc which is the centerline of said road 568.30 feet; thence in a Southwesterly direction along said road and along a straight line tangent to said arc 160.32 feet; thence turn right 78 degrees 15 minutes 52 seconds and run Northwesterly along a straight line 296.04 feet; thence turn left 62 degrees 53 minutes 50 seconds and run Southwesterly along a straight line 440.45 feet; thence turn right 22 degrees 46 minutes 07 seconds and run Westerly along a straight line 261.82 feet; thence turn right 46 degrees 40 minutes 01 seconds and run Northwesterly along a straight line 184.45 feet; thence turn right 28 degrees 41 minutes 00 seconds and run Northwesterly along a straight line 355.92 feet; thence turn right 0 degrees 49 minutes 02 seconds and run Northwesterly along a straight line 333.68 feet; thence turn right 40 degrees 15 minutes 31 seconds and run Northeasterly along a straight line 279.31 feet; thence turn right 14 degrees 59 minutes 29 seconds and run Northeasterly along a straight line 134.55 feet; thence turn right 25 degrees 52 minutes 33 seconds and run Northeasterly along a straight line 119.99 feet; thence turn right 12 degrees 47 minutes 52 seconds and run Northeasterly along a straight line 225.96 feet; thence turn left 5 degrees 57 minutes 24 seconds and run Northeasterly along a straight line 266.84 feet; thence turn right 60 degrees 56 minutes 19 seconds and run Southeasterly along a straight line 201.82 feet; thence turn left 20 degrees 50 minutes 53 seconds and run Southeasterly along a straight line 212.82 feet; thence turn left 67 degrees 55 minutes 36 seconds and run Northeasterly along a straight line 442.38 feet to the point of beginning.

#### Parcel 2:

A tract of land, situated In the Southwest quarter of the Southeast quarter and in the Northwest quarter of the Southeast quarter of Section 21, Township 21 South, Range 4 West, more particularly described as follows:

Commence at the Southeast corner of Section 21, Township 21 South, Range 4 West; thence run Westerly along the South line of said Section 21, 1875.40 feet; thence turn right an angle of

90 degrees and run Northerly and at right angles to said South line 978.69 feet to the point of beginning; thence turn left an angle of 86 degrees 42 minutes 02 seconds and run Westerly 333.28 feet; thence turn right an angle of 76 degrees 00 minutes 24 seconds and run Northwesterly 444.58 feet; thence turn right an angle of 78 degrees 53 minutes 05 seconds and run Northeasterly 230.20 feet; thence turn left an angle of 26 degrees 45 minutes 26 seconds and run Northeasterly 400.06 feet; thence right an angle of 31 degrees 49 minutes and run Northeasterly 266.25 feet; thence turn right an angle of 52 degrees 51 minutes 13 seconds and run Southeasterly 128.05 feet; thence turn right an angle of 64 degrees 49 minutes 30 seconds and run Southwesterly 675.16 feet; thence turn left an angle of 21 degrees 27 minutes 52 seconds and run Southeasterly 360.58 feet; thence turn right an angle 123 degrees 39 minutes 23 seconds and run Northwesterly 408.55 feet to the point of beginning.



## EXHIBIT C

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### DESCRIPTION OF COAL LEASE LAND

1. The September 6, 2005 RGGS Coal Lease relates to land situated in Sections 21, 22, 28, 29, 30 and 31 of Township 21 South Range 4 West in Shelby County, Alabama, as amended by the February 20, 2007 Amendment to Coal Recovery Lease with RGGS Land & Mineral LTD., LP relating to additional land situated in Sections 21, 22, 28 and 29, of Township 21 South, Range 4 West in Shelby County, Alabama.
2. The September 6, 2005 U.S. Steel Coal Lease relates to land situated in Sections 15, 20, 21, 22, 23, 28, 29, 31, 32, 34 and 35 of Township 21 South, Range 4 West and Section 3 of Township 22 South, Range 4 West in Shelby County, Alabama, as amended by the February 20, 2007 Amendment to Coal Recovery Lease with United States Steel Corporation relating to additional land situated in Sections 21, 22, 28, and 29, of Township 21 South, Range 4 West in Shelby County, Alabama.
3. The February 20, 2007 RGGS Coal Lease relates to land situated in Sections 21, 28, 29, 32, 33 and 34 of Township 21 South, Range 4 West in Shelby and Bibb Counties, Alabama, and grants to Mortgagor, among other things, underground miningrights with respect to the Upper Thompson Seam.
4. The September 17, 2007 The Westervelt Company Coal Mining Lease relating to land situated in Sections 26, 27, 29, 32, 33 and 34 of Township 21 South, Range 5 West in Bibb County, Alabama.
5. The December 20, 2007 RGGS Land and Minerals Ltd., L.P. Coal Mining Lease relating to land situated in Section 22 of Township 21 South Range 4 West in Shelby County, Alabama.
6. The July 15, 2008 RGGS Land and Minerals Ltd., L.P. Coal Mining Lease relating to land situated in Sections 17, 18, 19, 20, 29 and 30 of Township 22 South, Range 4 West in Bibb County, Alabama and Sections 13, 23, 24 and 25 of Township 22 South, Range 5 West in Bibb County, Alabama.