

## MEMORANDUM OF AGREEMENT

STATE OF ALABAMA )

COUNTY OF Calhoun ) **KNOW ALL MEN BY THESE PRESENTS THAT:**

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made and entered into effective this 20<sup>th</sup> day of April, 2017 by and between Don H. Hensel, (hereinafter referred to as "Grantor"), whose address is 1605 Mellon Bridge Rd Oxford Alabama 36203, and JESSE CREEK MINING, LLC, a Delaware limited liability company, whose address is 1615 Kent Dairy Road, Alabaster, Alabama 35007-7658 (hereinafter referred to as "Jesse Creek").

### WITNESSETH THAT:

WHEREAS, pursuant to the terms, conditions, covenants, and provisions set forth in that certain Exploration Drilling Agreement dated April 20, 2017 (the "Agreement") by and between Grantor and Jesse Creek, Grantor has granted to Jesse Creek the right to enter onto real estate more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor and Jesse Creek desire to enter into and record this Memorandum in order that third parties may have notice of the Agreement and Jesse Creek's interest and rights under the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, and the performance thereof by the parties hereto, the parties hereto hereby agree as follows:


1. Term. Subject to the terms and conditions as further set forth in the Agreement, Jesse Creek shall have the right to enter the Property for a period of one (1) year from the date of the Agreement.

2. Post Term Rights. Notwithstanding any termination or expiration of the Agreement, Jesse Creek shall retain the right to enter onto the Property to perform any repairs or reclamation to the Property required by applicable legal or regulatory requirements or the terms of the Agreement.

3. Right of First Refusal. For a period of two (2) years from the date of the Agreement, Grantor shall not sell, lease, transfer, assign or otherwise convey, in whole or part, the Property or any interest therein without first offering the Property or the applicable part thereof or interest therein to Jesse Creek., as more fully set forth in the Agreement.

4. Conflicts. All terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein. Nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Agreement. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall control.

4. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. For recording purposes, the executed counterparts shall be combined into a single instrument.

  
20170424000139160 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/24/2017 11:35:59 AM FILED/CERT

IN WITNESS WHEREOF, the Grantor has caused this Memorandum to be executed as of the day and year first above written.

Anne H. Norred  
Name:

STATE OF Alabama )  
COUNTY OF Calhoun ) SS:

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Anne H. Norred, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of April, 2017.

Terri P. Cline  
Notary Public

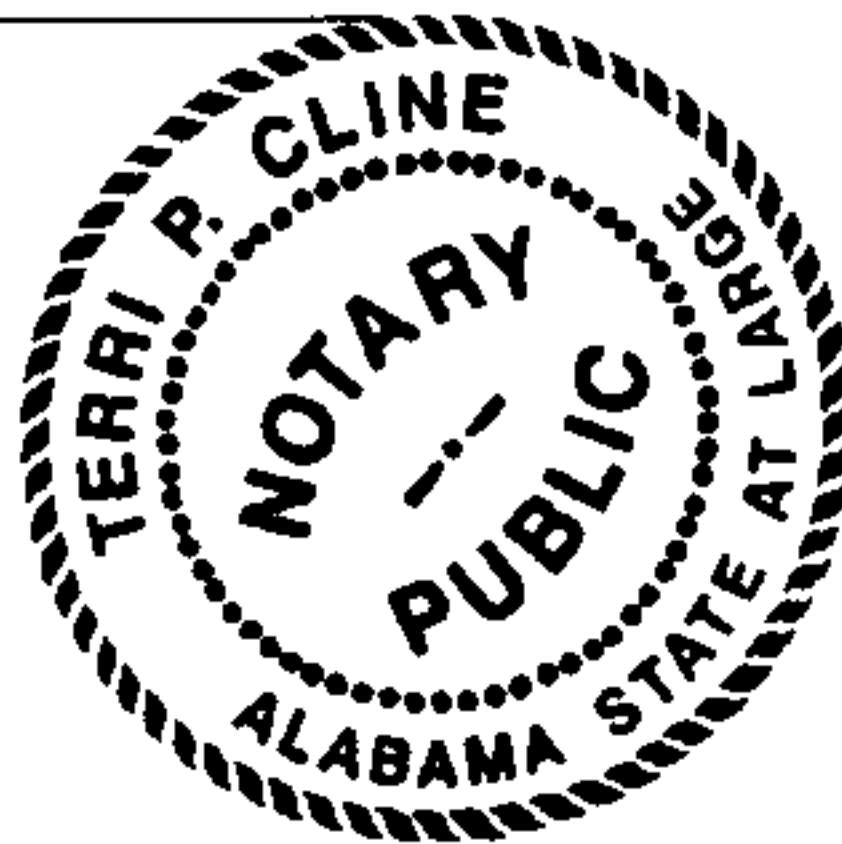
Terri P. Cline  
Printed Signature

My Commission Expires:

03-27-2021

My County of Residence:

Calhoun



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Shelby Cnty Judge of Probate: AL  
04/24/2017 11:35:59 AM FILED/CERT

IN WITNESS WHEREOF, Jesse Creek has caused this Memorandum to be executed as of the day and year first above written.

**JESSE CREEK MINING, LLC**

By: B. Scott Spears  
Name: B. SCOTT SPEARS  
Title: CEO

STATE OF Alabama )  
COUNTY OF Shelby ) SS:

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that SCOTT SPEARS, as the CEO of Jesse Creek Mining, LLC, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 13 day of April, 2017.

Elizabeth Sweitzer  
Notary Public

Elizabeth Sweitzer  
Printed Signature

My Commission Expires ELIZABETH SWEITZER  
My Commission Expires  
April 4, 2020

My County of Residence:

Shelby

This instrument was prepared by: Julia Reichardt-Gable  
Jesse Creek Mining, LLC  
1615 Kent Dairy Road  
Alabaster, Alabama 35007-7658

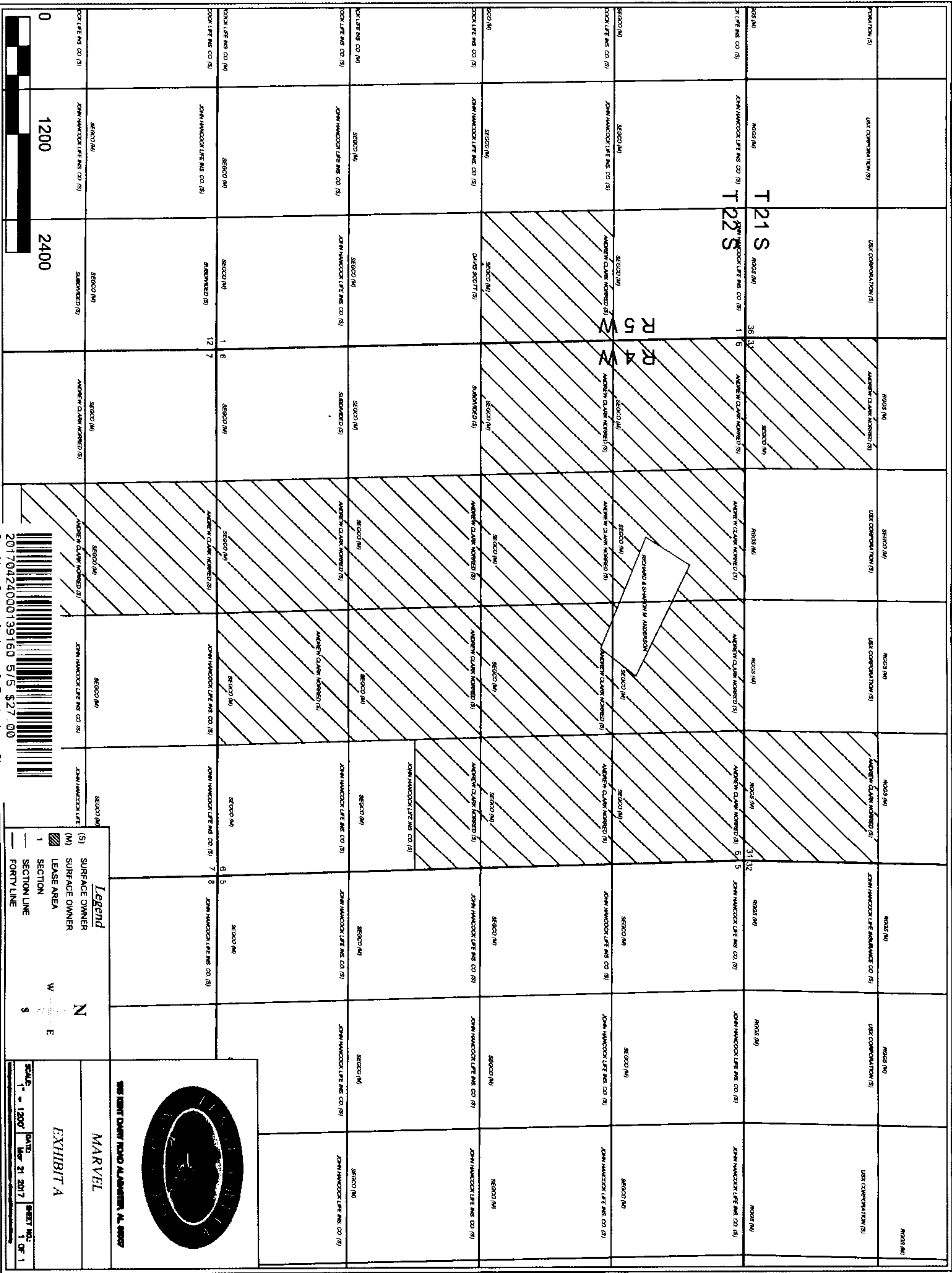
20170424000139160 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "A"**  
**Legal Description**

The following described real estate in \_\_\_\_\_ County, State of Alabama, to-wit:



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Shelby City Judge of Probate, AL  
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