

AGREEMENT REGARDING MINERAL LEASE AGREEMENT

THIS AGREEMENT REGARDING MINERAL LEASE AGREEMENT (this "Agreement") is entered into as of the 20th day of October, 2016, but shall be effective as of December 31, 2015 (the "Effective Date"), by **ALABAMA PROPERTY COMPANY**, an Alabama corporation ("APCO"), **SOUTHERN ELECTRIC GENERATING COMPANY**, an Alabama corporation ("SEGCO"), and **JESSE CREEK MINING, LLC**, a Delaware limited liability company ("Lessee"). APCO, SEGCO, and Lessee may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. APCO and Lessee are parties to that certain Mineral Lease Agreement dated December 31, 2015 (the "Mineral Lease") related to the mining rights on certain property located in Shelby County, Alabama, as more particularly described in Exhibit A and Exhibit B of the Mineral Lease (the "Premises").

B. APCO and SEGCO have subsequently determined that SEGCO, and not APCO, should have been a party to the Mineral Lease with Lessee.

C. The Parties have agreed to execute this Agreement, *inter alia*, to reflect the substitution of SEGCO for APCO under the Mineral Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Mineral Lease.

2. Substitution.

- a. The name "Alabama Property Company", wherever appearing in the Mineral Lease, is hereby deleted in its entirety and the name "Southern Electric Generating Company" is inserted in lieu thereof; except that the reference to Alabama Property Company in subsection "f" of Section 16 shall remain unchanged.
- b. The term "APCO" wherever appearing in the Mineral Lease, is hereby deleted in its entirety and the term "SEGCO" is inserted in lieu thereof.
- c. The address provided for notice by Lessee to APCO in Section 21 of the Mineral Lease is hereby deleted in its entirety and in lieu thereof is inserted the following address:

Manager-Fuels
Southern Electric Generating Company

P.O. Box 2641, 14N-8161
600 N. 18th Street
Birmingham, Alabama 35291-0480
Fax: (205) 257-6619


3. Assignment; Assumption. To the extent necessary to give effect to the foregoing substitution, APCO hereby assigns, sets over, transfers and conveys to SEGCO all of APCO's rights, duties, and obligations in and to the Mineral Lease, and SEGCO hereby accepts and assumes, for itself and its successors, assigns, and legal representatives, the foregoing assignment and all of the rights, duties, and obligations of APCO under the Mineral Lease.

4. Ratification of Mineral Lease. Except as expressly provided herein, the Mineral Lease is and shall remain unchanged and in full force and effect. SEGCO and Lessee hereby restate, ratify, confirm, and approve the Mineral Lease, after giving effect to the terms and conditions contained in this Agreement, and SEGCO and Lessee hereby further acknowledge and agree that the Mineral Lease, as affected by this Agreement, constitutes the valid and binding obligation and agreement of SEGCO and Lessee, enforceable in accordance with its terms. In addition to the foregoing, SEGCO specifically ratifies and approves all actions and undertakings taken by APCO with respect to its negotiation, execution, and performance under the Mineral Lease.

5. Release of APCO. Lessee hereby releases APCO from any and all obligations, claims, and liabilities under the Mineral Lease.

6. General Provisions. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Alabama. Any disputes regarding this Agreement shall be resolved in the manner set forth in the Mineral Lease.

[SIGNATURES ON NEXT PAGE]


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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

Signed, sealed, and delivered in the presence of:

J. Muller
Witness

APCO:
ALABAMA PROPERTY COMPANY

By: Southern Company Services, Inc., as agent for Alabama Property Company

By: *Chad Hewitt*
Name: Chad Hewitt
Title: Fuel Manager

SESCO:
SOUTHERN ELECTRIC GENERATING COMPANY

By: Southern Company Services, Inc., as agent for Southern Electric Generating Company

J. Muller
Witness

By: *Chad Hewitt*
Name: Chad Hewitt
Title: Fuel Manager

LESSEE:
JESSE CREEK MINING, LLC

Brian O'Dea
Witness

By: *B. Scott Spears*
Name: B. Scott Spears
Title: CEO



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