

## FIFTH AMENDMENT TO COAL RECOVERY LEASE

**THIS FIFTH AMENDMENT TO COAL RECOVERY LEASE** entered into this day October 20<sup>th</sup>, 2017, and effective September 5, 2017, by and between **RGGS LAND & MINERALS LTD., L.P.**, a Delaware limited partnership hereinafter referred to as "**RGGS**" or "**Lessor**", and **Jesse Creek Mining, LLC**, (hereinafter referred to as "**Lessee**") a Delaware limited liability company and successor to the interests of Tacoa Minerals, LLC.

### WITNESSETH

**WHEREAS**, RGGS and Lessee entered into that certain Coal Recovery Lease dated September 6, 2005 (the "Lease"), which granted Lessee the right to recover coal from gob and slurry coal including pond fines from the certain lands where RGGS owns minerals in Shelby and Bibb Counties, Alabama (said lands as described in said Lease are hereinafter referred to as the "Premises"); and

**WHEREAS**, by Assignment and Assumption of Coal Mining Lease dated January 22, 2013, Lessee assumed the rights and obligations of Tacoa Minerals under the Lease; and

**WHEREAS**, RGGS and Lessee have amended the Lease numerous times; and

**WHEREAS**, RGGS and Lessee desire to further amend said Lease, as amended;

**NOW THEREFORE**, in consideration of the covenants and promises of Lessee, as expressed to be kept and performed in said Lease, as amended, as expressed herein below, and intending to be legally bound, the parties hereto agree that said Lease is amended as follows:

1. The term of the Lease is hereby extended by three (3) years to expire on Midnight of September 5, 2020.
2. The lands described below which were added to the Premises by the Amendment to Coal Recovery Lease dated February 20, 2007 are hereby deleted from the Premises.

All in Township 21 South, Range 4 West, Shelby County, Alabama which are hereby added to the Premises:

Section 21	The West Half of the Southeast Quarter.	80.00 acres
	The East Half of the Southwest Quarter.	80.00 acres
	The South Half of the Northeast Quarter of the Southeast Quarter	20.00 acres
	The Southeast Quarter of the Southeast Quarter	40.00 acres
	The South half of the Southwest Quarter of the Northeast Quarter	20.00 acres
Section 22	The West Half of the Southwest Quarter of the Southwest Quarter	20.00 acres
Section 28	The Northwest Diagonal Half of the Northeast Quarter of the Northwest Quarter.	20.00 acres
	The Southeast Diagonal Half of the Northwest Quarter of the Northwest Quarter.	20.00 acres
	The West Half of the Southwest Quarter of the Northwest Quarter.	20.00 acres
Section 29	The Southeast Diagonal Half of the Southeast Quarter of the Northeast Quarter.	20.00 acres
	The East half of the Southeast Quarter.	80.00 acres
	The Southeast Diagonal Half of the Southwest Quarter of the Southeast Quarter.	20.00 acres

3. Except as amended, the Lease is hereby ratified and all other terms, provisions and conditions shall remain in full force and effect.
4. This Amendment shall be deemed to be effective on September 5, 2017 and shall continue in effect until the expiration of said Lease, unless sooner terminated as provided for therein.

Shelby County, AL 11/27/2017  
State of Alabama  
Deed Tax: \$40.50

20171127000424280 1/2 \$58.50  
Shelby Cnty Judge of Probate, AL  
11/27/2017 11:55:18 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate counterparts by their duly authorized officers or representatives, as the case may be, on the day and year first above written.

**RGGS LAND & MINERALS LTD., L.P.**  
By: Gordy Oil Company, a Texas corporation  
Its: General Partner

By: *Russell D. Gordy*  
Russell D. Gordy – President  
Date: 10/16/2017

**JESSE CREEK MINING, LLC**

By: *B. Scott Spears*  
Title: CEO  
Date: 10/20/17


STATE OF TEXAS \*  
\*  
COUNTY OF HARRIS \*

I, Lisa A. Bayko, a Notary Public, in and for said County in said State, hereby certify that Russell D. Gordy, whose name as President of Gordy Oil Company, a Texas Corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and seal this 16th day of October, 2017.

*Lisa A. Bayko*  
Notary Public  
State of Texas  
County of Harris  
My Commission Expires 9/16/2018



  
20171127000424280 2/2 \$58.50  
Shelby Cnty Judge of Probate, AL  
11/27/2017 11:55:18 AM FILED/CERT

STATE OF Alabama \*  
COUNTY OF Shelby \*

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of October, 2017, personally appeared B. Scott Spears, known to me to be the identical person who subscribed the name of **JESSE CREEK MINING, LLC**, to the foregoing instrument as its officer and acknowledged to me that he executed the same as his free and voluntary act and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal this 20 day of October, 2017.

Notary Public *Elizabeth Sweitzer*  
State of Alabama  
County of Shelby  
My Commission Expires 4/4/2020

