

20180326000097540 1/8 \$436.00
Shelby Cnty Judge of Probate: AL
03/26/2018 11:01:20 AM FILED/CERT

This Instrument Prepared By:

Lee Sheppard
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, AL 35203

Send Tax Notice To:

Jesse Creek Mining, LLC
1615 Kent Dairy Road
Alabaster, AL 35007

STATE OF ALABAMA)
COUNTY OF SHELBY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Dollars (\$100.00) (the "Purchase Price") and other good and valuable consideration paid to the undersigned **SOUTHERN ELECTRIC GENERATING COMPANY**, an Alabama corporation (herein called the "Grantor"), in hand paid by **JESSE CREEK MINING, LLC**, a Delaware limited liability company (herein called the "Grantee"), the receipt whereof is hereby acknowledged, subject to the reservations, releases and conditions set forth herein, the Grantor does sell, convey, assign, quitclaim, remise and release unto the Grantee its right, title and interest in and to the real estate, **MINERALS AND MINING RIGHTS ONLY**, situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property is graphically depicted in Exhibit B attached hereto and incorporated by reference.

This conveyance is expressly made subject to all leases, royalties and overriding royalties, and all rights of way, easements, roadways, reservations, orders, defects, liens, adverse claims, setbacks, ad valorem taxes for the current tax year and other encumbrances and contracts relating to the coal of whatsoever kind now affecting the Property herein conveyed or use thereof, whether or not of record or otherwise visible on the ground. Notwithstanding the foregoing, however, the Grantor does hereby remise, release, quitclaim, assign, and convey unto the Grantee, its successors and assigns, all rents, royalties, and other rights in and to the coal and all other rights which the Grantor may have under any such leases and/or other agreements, if any.

THIS CONVEYANCE IS MADE UPON THE COVENANT AND CONDITION THAT no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or from past mining and/or gas or oil producing operations of Grantor, or its assigns, lessees, licensees, grantees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone, aggregate and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, grantees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other

lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, for itself and on behalf of its successors and assigns, agrees to accept the Property in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best Management Practices of the Alabama Department of Environmental Management or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this Quitclaim Deed, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. §5102, *et seq.*, as amended.).

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous substances or waste pursuant to CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best Management Practices of the Alabama Department of Environmental Management, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.


This instrument is executed without warranty or representation of any kind on the part of the Grantor, express or implied, including, but not limited to, warranties relating to (1) title to the minerals or mining rights to the Property; (2) the environmental quality and condition of said Property, the surrounding property and water; (3) the existence of any discharge of hazardous substances or other pollutants upon or from said Property which has caused or may cause environmental degradation; and (4)

the status of compliance of said Property with federal, state, and local laws or regulations pertaining to health, safety or environmental protection.

Without limiting the foregoing, Grantee, by acceptance of this deed, hereby releases Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (collectively, "Grantor Parties"), and agrees to indemnify, defend and hold Grantor Parties harmless, from and against any and all claims, losses, demands, costs, expenses, liabilities, damages and judgments, including personal injury, death or damage to property arising or resulting from, in whole or in part, or in any way connected with (i) the past, current or future use of the Property by Grantee, its successors, assigns or lessees and any person or entity which shall acquire any property interest or right (equitable, beneficial, direct or otherwise) with respect to all or any portion of the Property (collectively, "Grantee Parties") and/or (ii) any and all mining operations or other use of the Property prior to or after the date of this deed, irrespective of whether or not resulting in whole or in part from the negligent acts or negligent omissions of any Grantor Parties or their respective predecessors, successors, assigns, licensees, lessees or contractors including without limitation the existence (now or hereafter) of gob piles, mine shafts, mine entries, other mine structures and surface subsidence.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, forever.

-Remainder of page intentionally left blank-


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IN WITNESS WHEREOF, the undersigned Grantor has hereunto caused this instrument to be executed by its duly authorized officer, on this the 23RD day of March, 2018.

**SOUTHERN ELECTRIC GENERATING
COMPANY**

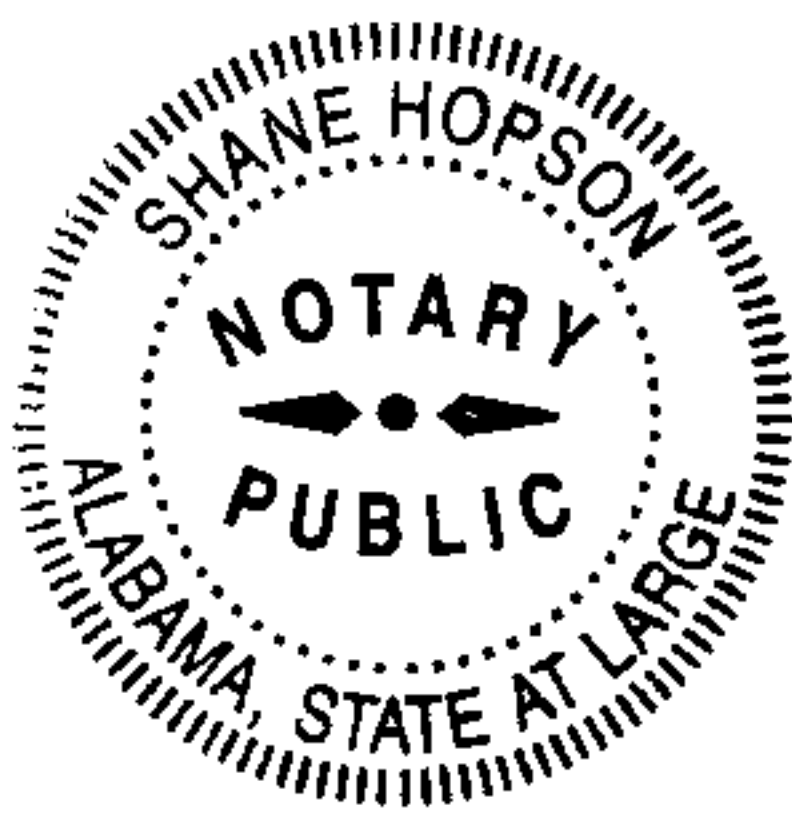
By: [Signature]
Name: Scott Teel
Title: Vice President

**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Scott Teel, whose name as a Vice President of Southern Electric Generating Company, an Alabama corporation, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23RD day of March, 2018.

[SEAL]



[Signature]
Notary Public
My Commission Expires: 9/15/19

20180326000097540 4/8 \$436.00
Shelby Cnty Judge of Probate: AL
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Exhibit A
Legal Description of Property

PARCEL I

A parcel of land lying in the Southeast Quarter (SE ¼), the South Half of the Northeast Quarter (S ½ of the NE ¼), the Northeast Quarter of the Southwest Quarter (NE ¼ of the SW ¼), the Northeast Half of the Southeast Quarter of the Southwest Quarter (NE ½ of the SE ¼ of the SW ¼), and the North Half of the Northeast Quarter (N ½ of the NE ¼) Section 13, Township 21 South, Range 04 West, and the Southwest Quarter of the Northwest Quarter (SW ¼ of the NW ¼), and the Northwest Quarter of the Southwest Quarter (NW ¼ of the SW ¼) of Section 18, Township 21 South, Range 03 West, Shelby County, Alabama, such parcel being more particularly described as follows:

Parcels 1-9 as described in Deed Book 211, Page 648, recorded October 18, 1960 in the Office of the Judge of Probate of Shelby County.

Also, Parcels 1 & 2 as described in Deed Book 357, Page 826, recorded August 3, 1984 in the Office of the Judge of Probate of Shelby County.

Also, all of that land described in Deed Book 196, Page 161, recorded October 16, 1958 in the Office of the Judge of Probate of Shelby County.

Said parcel containing 412.52 acres, more or less.

PARCEL II

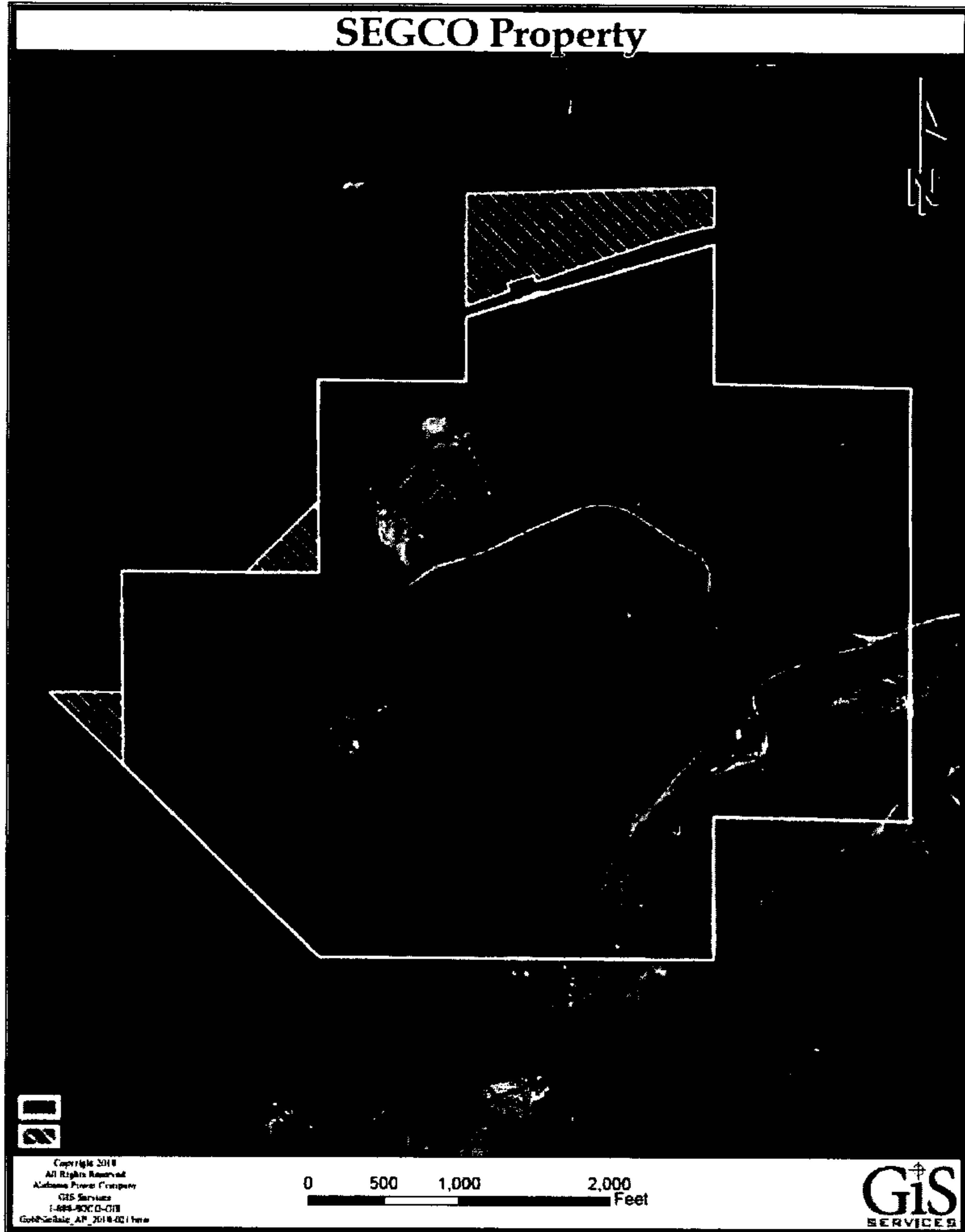
That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ of the NE ¼) which lies north of an existing Norfolk-Southern Railroad right-of-way, lying in Section 13, Township 21 South, Range 04 West.

Also, part of the NW ¼ of the SW ¼ of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: **Commence** at a 3" capped pipe at the SE corner of the SE ¼ of the SW ¼ and run N 46°31'52" W, along the diagonal line from the SE corner to the NW corner of the SE ¼ of the SW ¼, 1842.10 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS, which is also the SE corner of the NW ¼ of the SW ¼ and the **Point of Beginning** of the herein described property; thence run N 46°32'42" W, along the diagonal line from the SE corner to the NW corner of the NW ¼ of the SW ¼, 689.23 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS; thence N 87°41'36" E, 495.04 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS on the East line of the NW ¼ of the SW ¼; thence S 0°39'35" E, along the East ¼ - ¼ line, 494.00 feet to the **Point of Beginning**. Said described property contains 2.81 acres.

Also, Part of the SE ¼ of the NW ¼ of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: **Commence** at a 3" capped pipe at the SE corner of the SW ¼ and run N 0°35'36" W, along the East ¼ section line, 2640.54 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS, at the SE corner of the SE ¼ of the NW ¼ being the **Point of Beginning** of the herein described property; thence run S 87°45'46" W, along the South ¼ - ¼ line, 487.00 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS; thence N 43°35'05" E, 698.53 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS on the East line of the SE ¼ of the NW ¼; thence S 0°35'36" E, along the East ¼ - ¼ line, 487.00 feet to the **Point of Beginning**. Said described property contains 2.72 acres.

Said parcel containing 24.29 acres, more or less.

Exhibit B to Quitclaim Deed
Map of Property



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20180326000097540 6/8 \$436.00
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Real Estate Sales Validation Form

This Document must be filed in accordance with *Code of Alabama 1975, Section 40-22-1*

Grantor's Name:

Southern Electric Generating Company
600 North 18th Street
Birmingham, Alabama 35203

Grantee's Name:

Jesse Creek Mining, LLC
1615 Kent Dairy Road
Alabaster, AL 35007

Property Address:

See attached Exhibit A

Date of Sale: March 23, 2018

Total Purchase Price:

-or-

Actual Value: \$ 400,000.00

-or-

Assessor's Market Value: \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

____ Bill of Sale
X Sales Contract
____ Closing Statement

____ Appraisal
____ Other:

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total Purchase Price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual Value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).


I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

IN WITNESS WHEREOF, Grantee has caused this Real Estate Sales Validation Form to be executed as of March 23, 2018 in accordance with *Code of Alabama 1975, Section 40-22-1*.

GRANTEE:

Jesse Creek Mining, LLC

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


20180326000097540 8/8 \$436.00
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