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Birmingham, AL 35201



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Shelby Cnty Judge of Probate, AL  
03/26/2018 11:01:21 AM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF SHELBY )  
COUNTY OF BIBB )

Source of Title: County of Shelby -  
County of Bibb -

Instrument No. 20170502000151300  
Deed Book 328, Page 663

#### FIRST AMENDMENT TO COAL MINING LEASE AGREEMENT

THIS FIRST AMENDMENT TO COAL MINING LEASE AGREEMENT ("**First Amendment**") is dated as of March 23, 2018 (the "**Effective Date**"), by and between ALABAMA PROPERTY COMPANY, an Alabama corporation ("**APCO**"), SOUTHERN ELECTRIC GENERATING COMPANY, an Alabama corporation ("**SEGCO**") (APCO and SEGCO may be collectively referred to as the "**Lessor**") and JESSE CREEK MINING, LLC, a Delaware limited liability company ("**Lessee**"). Lessor and Lessee may be referred to individually as a "**Party**" or collectively as the "**Parties**".

#### WITNESSETH:

WHEREAS, the Parties entered into that certain Coal Mining Lease Agreement dated April 20, 2017 (as amended, modified, and revised from time to time, including without limitation, the "**Lease**") pertaining to the prospecting, mining, removing, processing, storage, sale and delivery of coal reserves from coal seams of certain premises located in Shelby and Bibb Counties, Alabama, and being more particularly described in the Lease (the "**Premises**"); and

WHEREAS, Lessor and Lessee desire to enter into this First Amendment for the purpose of evidencing their mutual understanding and agreement as set forth below.

NOW, THEREFORE, for and in consideration of the premises hereto, the keeping and performance of the covenants and agreements hereinafter contained, and for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by each Party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Terms used herein and denoted by their initial capitalization will have the meanings set forth in the Lease unless specifically indicated herein to the contrary. In the event of any conflict or inconsistency between the terms and conditions of this First Amendment and of the Lease, the terms and conditions of this First Amendment will govern.

2. Lessor and Lessee agree to remove certain property from the definition of Premises. Annex "A" attached to the Lease is hereby amended by adding the following language at the end of the legal description set forth in Annex "A":

Less and Except the following property:

Parcel I

A parcel of land lying in the Southeast Quarter (SE  $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ), the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ), the Northeast Half of the Southeast Quarter of the Southwest Quarter (NE  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ), and the North Half of the Northeast Quarter (N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ) Section 13, Township 21 South, Range 04 West, and the Southwest Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ), and the Northwest Quarter of the Southwest Quarter (NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ) 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.

together with:

Parcel II

That portion of the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ) 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  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  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  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and run N  $46^{\circ}31'52''$  W, along the diagonal line from the SE corner to the NW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , 1842.10 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS, which is also the SE corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the **Point of Beginning** of the herein described property; thence run N  $46^{\circ}32'42''$  W, along the diagonal line from the SE corner to the NW corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , 689.23 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS; thence N  $87^{\circ}41'36''$  E, 495.04 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS on the East line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence S  $0^{\circ}39'35''$  E, along the East  $\frac{1}{4}$  -  $\frac{1}{4}$  line, 494.00 feet to the **Point of Beginning**. Said described property contains 2.81 acres.

Also, Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  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  $\frac{1}{4}$  and run N  $0^{\circ}35'36''$  W, along the East  $\frac{1}{4}$  section line, 2640.54 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS, at the SE corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  being the **Point of Beginning** of the herein described property; thence run S  $87^{\circ}45'46''$  W, along the South  $\frac{1}{4}$  -  $\frac{1}{4}$  line, 487.00 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS; thence N  $43^{\circ}35'05''$  E, 698.53 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS on the East line of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence S  $0^{\circ}35'36''$  E, along the East  $\frac{1}{4}$  -  $\frac{1}{4}$  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.

3. Lessor and Lessee agree to delete the map currently appearing in Annex A and labeled "Jesse Creek Coal Mining Lease Agreement – Annex A" to the Lease and to replace that map with the new map attached to this First Amendment as Exhibit A, which is consistent with the removal of the property described in Section 2 to this First Amendment.

4. As expressly modified by this First Amendment, the Lease will remain in full force and effect, and is expressly ratified and confirmed by the Parties hereto. The terms of this First Amendment will supersede and control over any conflicting or contrary terms in the Lease. This First Amendment will be governed by and construed in accordance with the laws of the State of Alabama, and will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, representatives, and assigns.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to be executed and delivered as of the day and year first set forth above.

**"APCO"**

ALABAMA PROPERTY COMPANY, an  
Alabama corporation

By: Christopher R. Blake

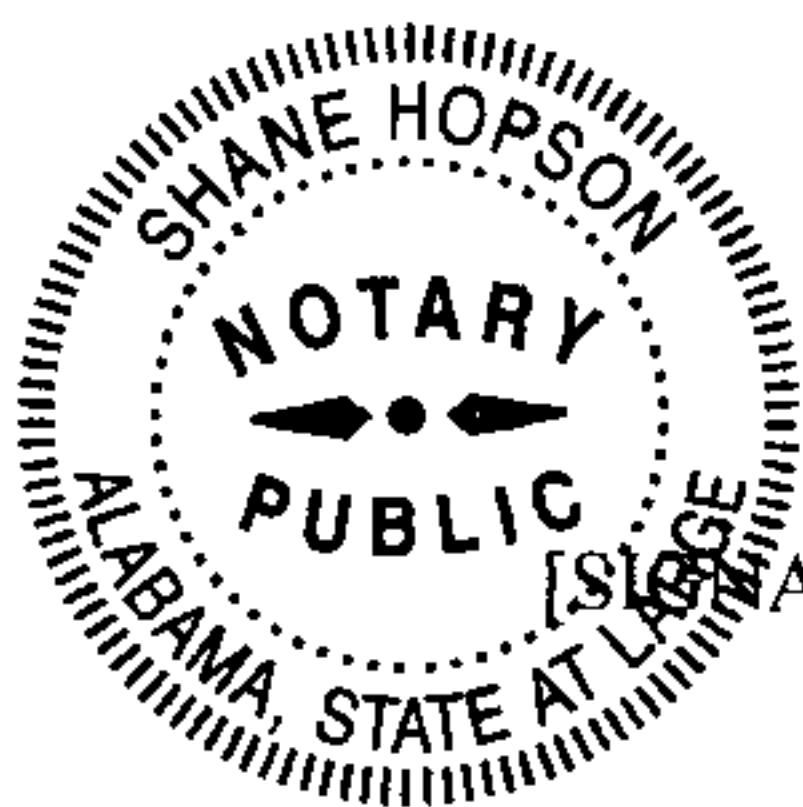
Name: Christopher R. Blake

Title: Treasurer

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Before me, the undersigned Notary Public in and for said County and State, on this 22<sup>ND</sup> day of MARCH, 2018, personally appeared CHRISTOPHER R. BLAKE, known to me to be the identical person who subscribed the name of Alabama Property Company to the foregoing instrument as TREASURER of Alabama Property Company, its authorized representative, and acknowledged to me that he/she executed the same as his/her 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 22<sup>nd</sup> day of MARCH, 2018.



[Signature]  
Notary Public

My Commission Expires: 9/15/19

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



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**"SEGCO"**

SOUTHERN ELECTRIC GENERATING  
COMPANY, an Alabama corporation

By: \_\_\_\_\_

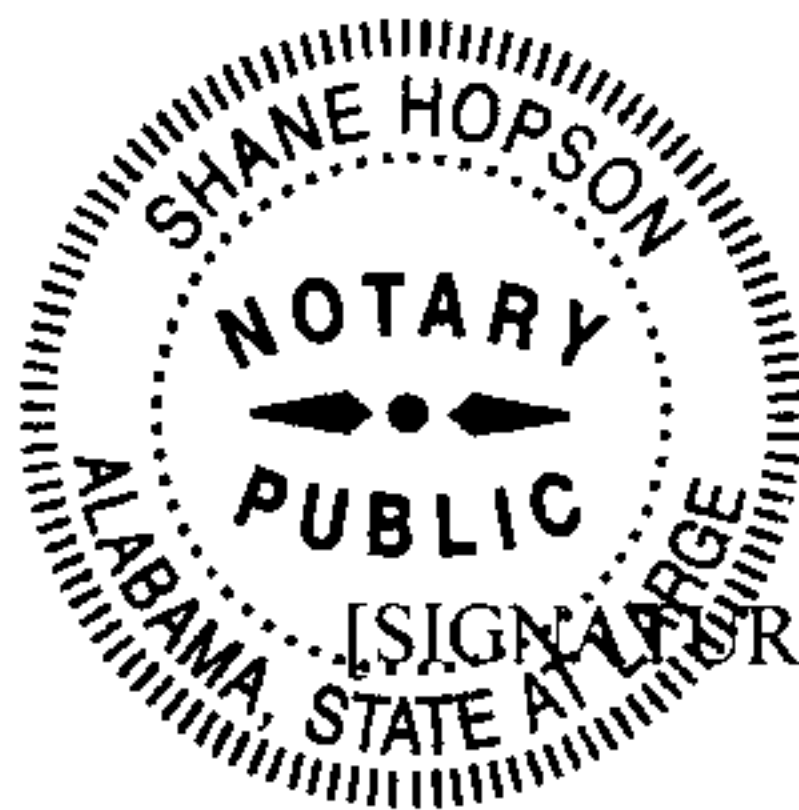
Name: Scott Teel

Title: Vice President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

Before me, the undersigned Notary Public in and for said County and State, on this \_\_\_\_ day of March, 2018, personally appeared Scott Teel, known to me to be the identical person who subscribed the name of Southern Electric Generating Company to the foregoing instrument as Vice President of Southern Electric Generating Company, its authorized representative, and acknowledged to me that he executed the same as his/her 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 23<sup>RD</sup> day of March, 2018.



Notary Public

My Commission Expires: 9/15/19

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



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**"LESSEE"**

JESSE CREEK MINING, LLC, a Delaware  
limited liability company

By: B. Scott Spears

Name: B. Scott Spears

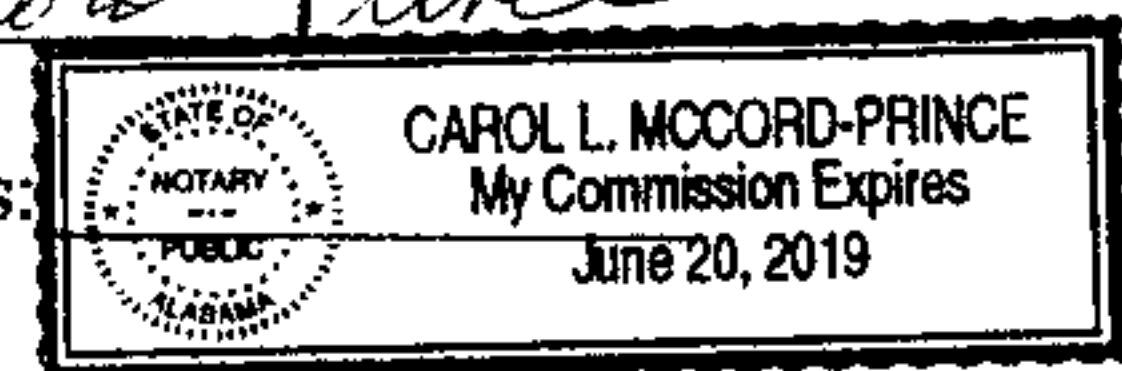
Title: CEO

STATE OF Alabama  
COUNTY OF Shelby

Before me, the undersigned Notary Public in and for said County and State, on this 21<sup>st</sup> day of March, 2018, 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 CEO of Jesse Creek Mining, LLC, its authorized representative, and acknowledged to me that he/she executed the same as his/her free and voluntary act and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

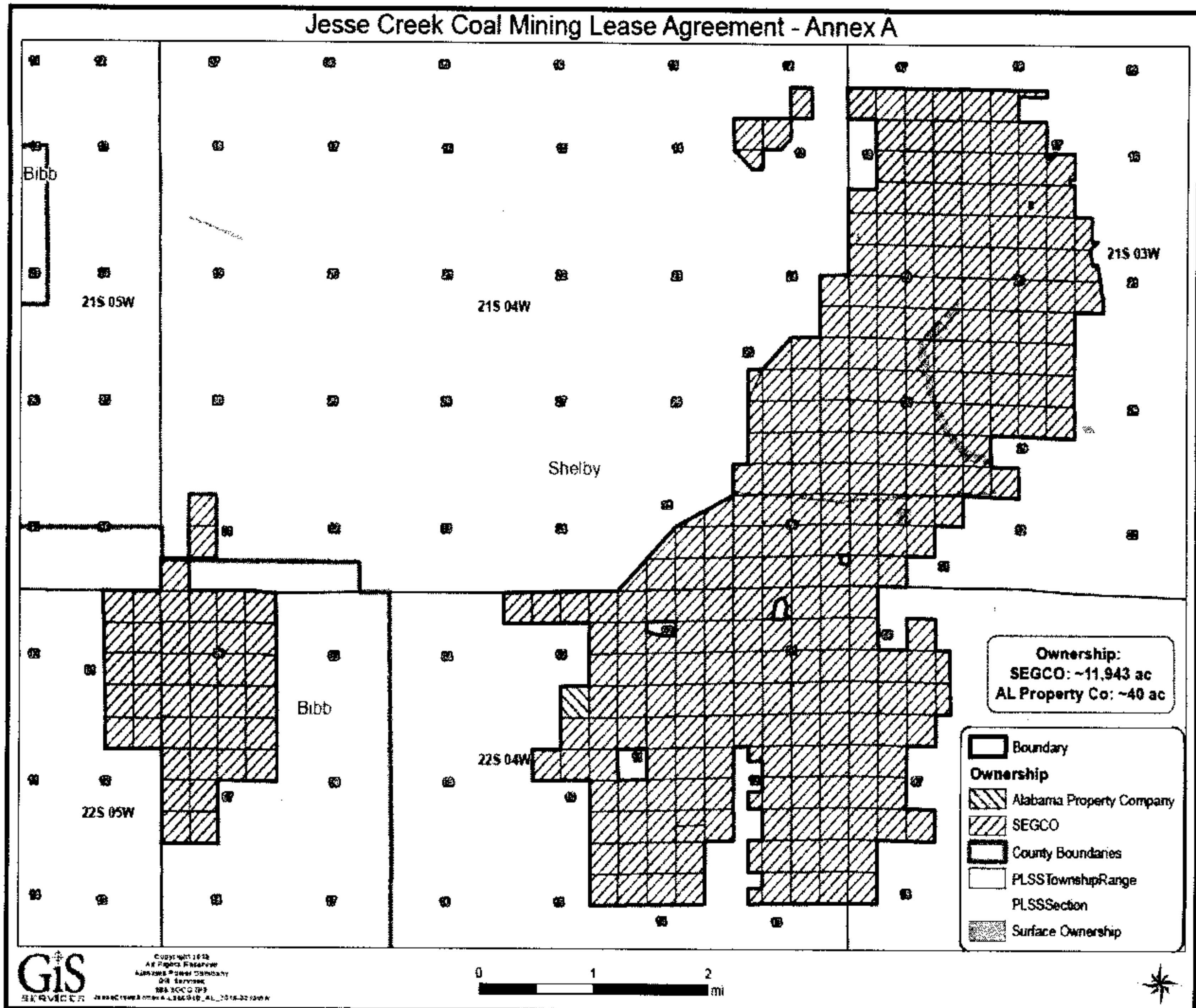
Given under my hand and seal this 21<sup>st</sup> day of March, 2018.

Carol McCord-Prince  
Notary Public  
My Commission Expires:



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# EXHIBIT A



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