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Shelby Cnty Judge of Probate, AL
02/07/2019 02:09:54 PM FILED/CERT

MEMORANDUM OF SURFACE MINING LEASE AGREEMENT

STATE OF ALABAMA)

)

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF SHELBY)

THIS MEMORANDUM OF SURFACE MINING LEASE AGREEMENT is made as of the 4th day of January, 2019, between **Jane Colvin Harrison**, whose address is 219 Shady Valley Drive, Carrollton, Georgia 30116 (hereinafter referred to as "**Owner**"), and **JESSE CREEK MINING, LLC**, a Delaware limited liability company (hereinafter referred to as "**Lessee**"); does witness:

In consideration of the mutual covenants and agreements therein contained, the Owner and the Lessee have as of the above date entered into a Surface Mining Lease Agreement, to which the Owner has leased to the Lessee for coal mining purposes, rights in and to the surface overlying the coal and intervening strata, together with the right to mine and to sell said coal and other appurtenant mining rights; said coal bearing lands located in Shelby County, State of Alabama, and depicted on the map attached hereto as Exhibit "A" (the "**Land**").

The parties have executed and delivered this Memorandum of Surface Mining Lease Agreement for the purpose of giving notice to whomever it may concern, of their respective interest, and reference hereby is made to said Surface Mining Lease Agreement, for the rights, privileges and obligations created thereunder, the terms of which are incorporated herein by reference.

This Memorandum of Surface Mining Lease Agreement and the Surface Mining Lease Agreement to which it refers is for a five (5) year term (the "**Primary Term**") and so long thereafter as Lessee may conduct mining operations on the Land or on lands within twenty (20) miles of the Land. Lessee may extend the Primary Term for an additional five (5) years. Whether or not the Primary Term is so extended, this Agreement shall continue in full force and effect following the Primary Term for so long thereafter as Lessee may conduct mining operations on the Land or on lands within twenty (20) miles of the Land.

At any time during the first ten (10) years of this Lease, Lessee may add any or all of the property of Owner depicted on the map attached hereto as Exhibit "B" in Shelby County, State of Alabama, containing approximately two hundred fifty (250) acres, more or less, to this Lease (the "**Additional Land**"), which Land and Additional Land lie within the property more particularly described on Exhibit "C" attached hereto and made a part hereof. Owner agrees to execute an amendment or amendments to this Memorandum at any time during the first ten (10) years of this Lease to amend Exhibit "A" of this Memorandum to include any or all of the Additional Land.

During the period that the Surface Mining Lease Agreement is in full force and effect, any development of the oil, gas or other minerals located on the Land or Additional Land and to

the extent of Owner's rights therein shall be subject to the limitations, requirements and subordinations set forth in the Surface Mining Lease Agreement.

At the termination of the Surface Mining Lease Agreement, Lessee will, at the request of Owner, execute a document or documents in recordable form certifying to such fact.

The execution and delivery of this Memorandum of Surface Mining Lease Agreement is not intended to, and shall not change, modify, amend or enlarge said separate Surface Mining Lease Agreement.

This Memorandum of Surface Mining Lease Agreement is executed as of the date set forth above.

Signed, sealed, and delivered in the presence of:

Kayl C Val
Witness

LESSOR:

Jane Colvin Harrison


LESSEE:

JESSE CREEK MINING, LLC

Brian O'Dea
Witness

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

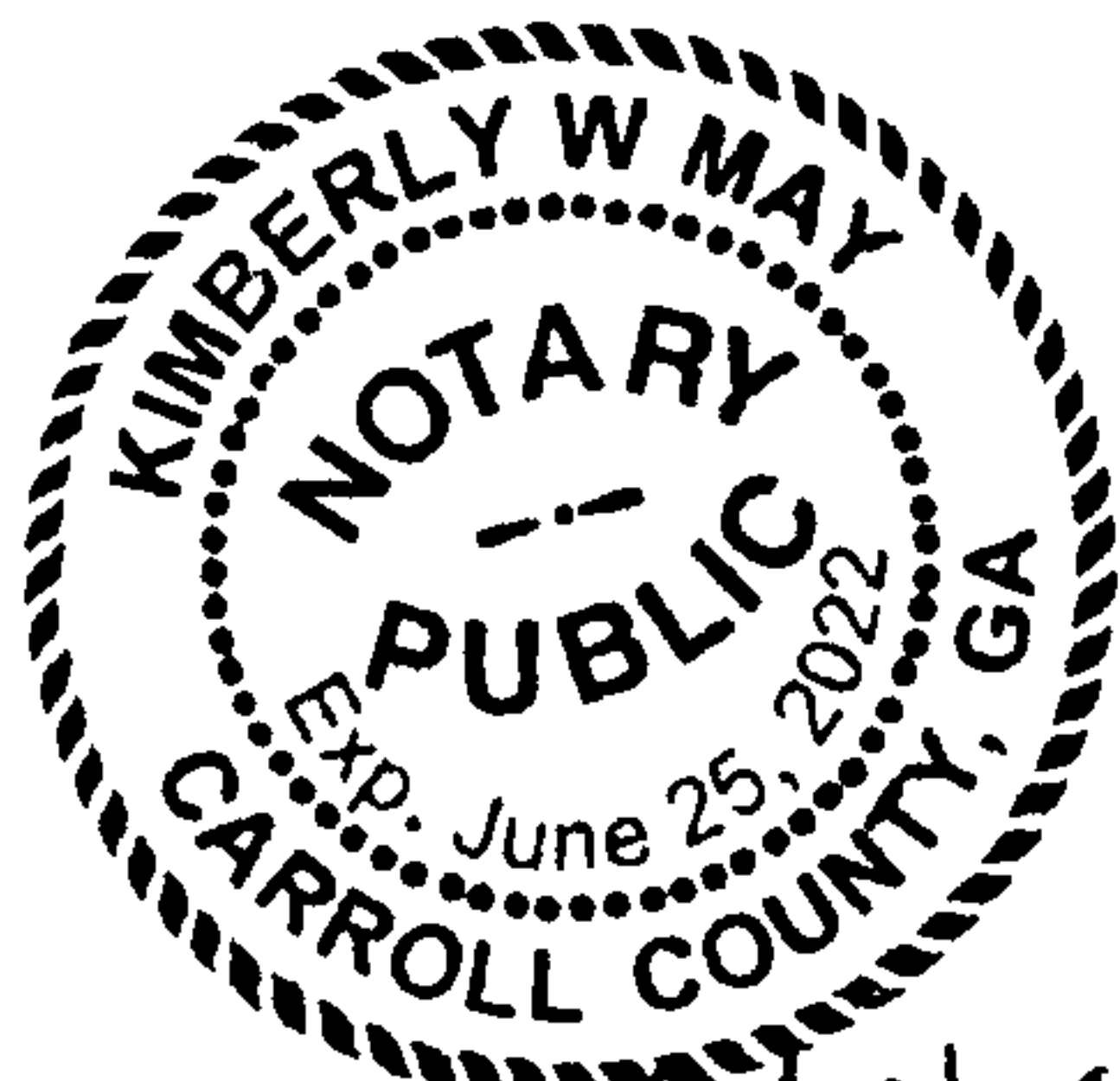
[Acknowledgments Follow]


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STATE OF Georgia)
COUNTY OF Carroll)

Before me, the undersigned Notary Public in and for said County and State, on this 26th day of December, 2018, personally appeared **Jane Colvin Harrison**, known to me to be the identical person who subscribed her name to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 26th day of December, 2018.



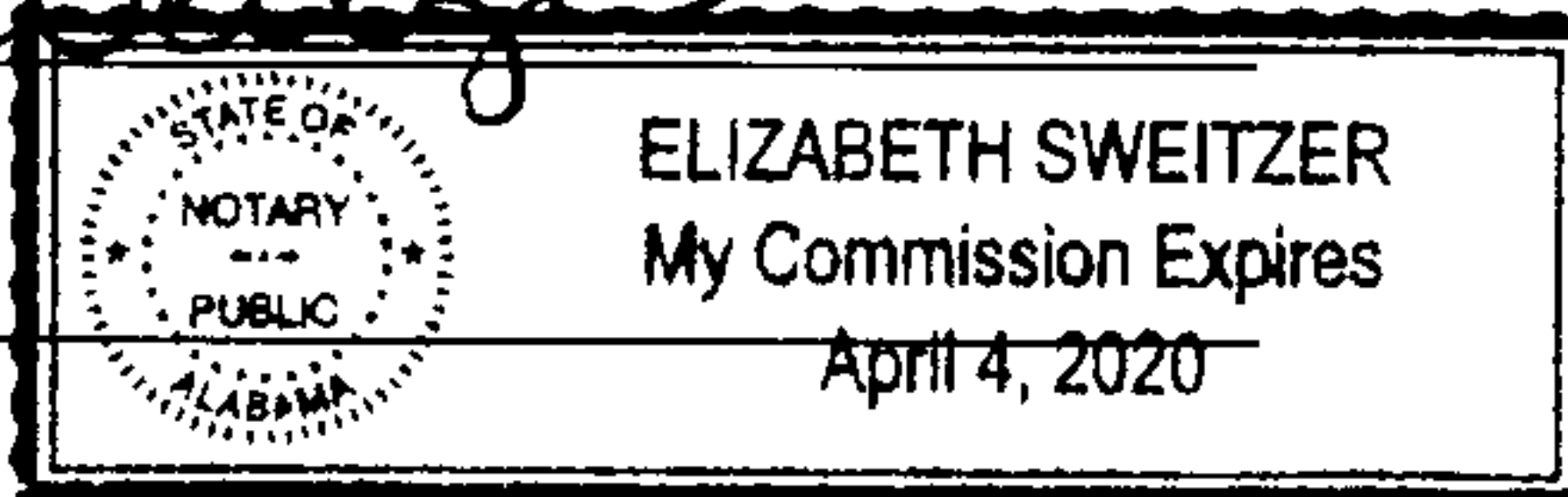
Kimberly W. May
Notary Public
My Commission Expires: June 25, 2022

STATE OF Alabama)
COUNTY OF Shelby)

Before me, the undersigned Notary Public in and for said County and State, on this 4 day of January, 2019, personally appeared B. Scott Gears, known to me to be the identical person who subscribed the name of Jesse Creek Mining, LLC to the foregoing instrument as _____ 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 4 day of January, 2019.

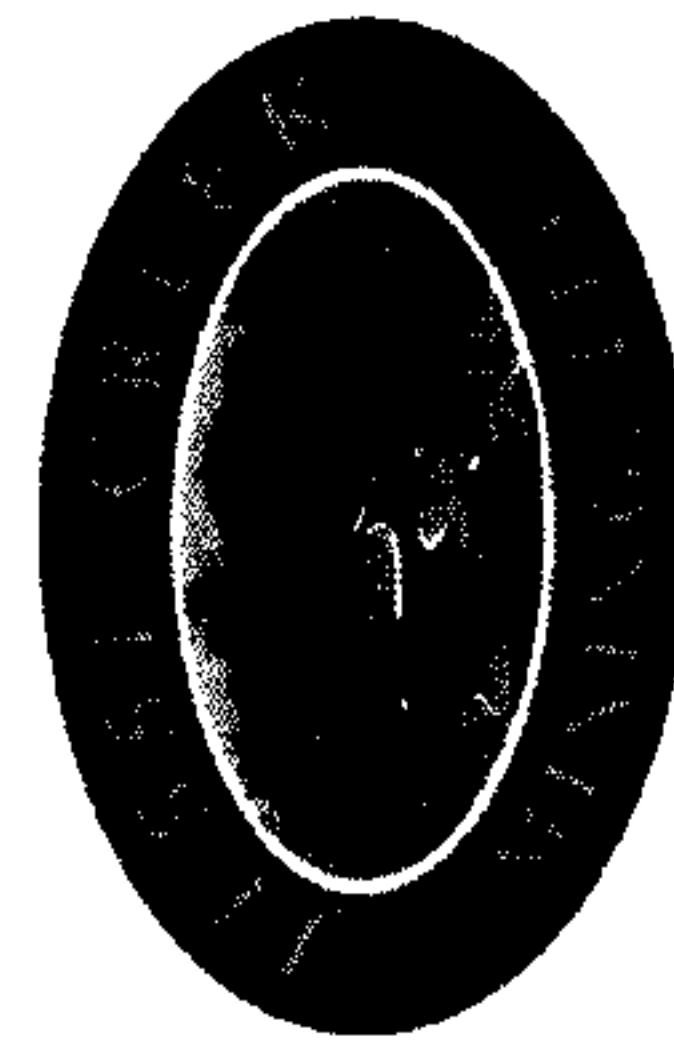
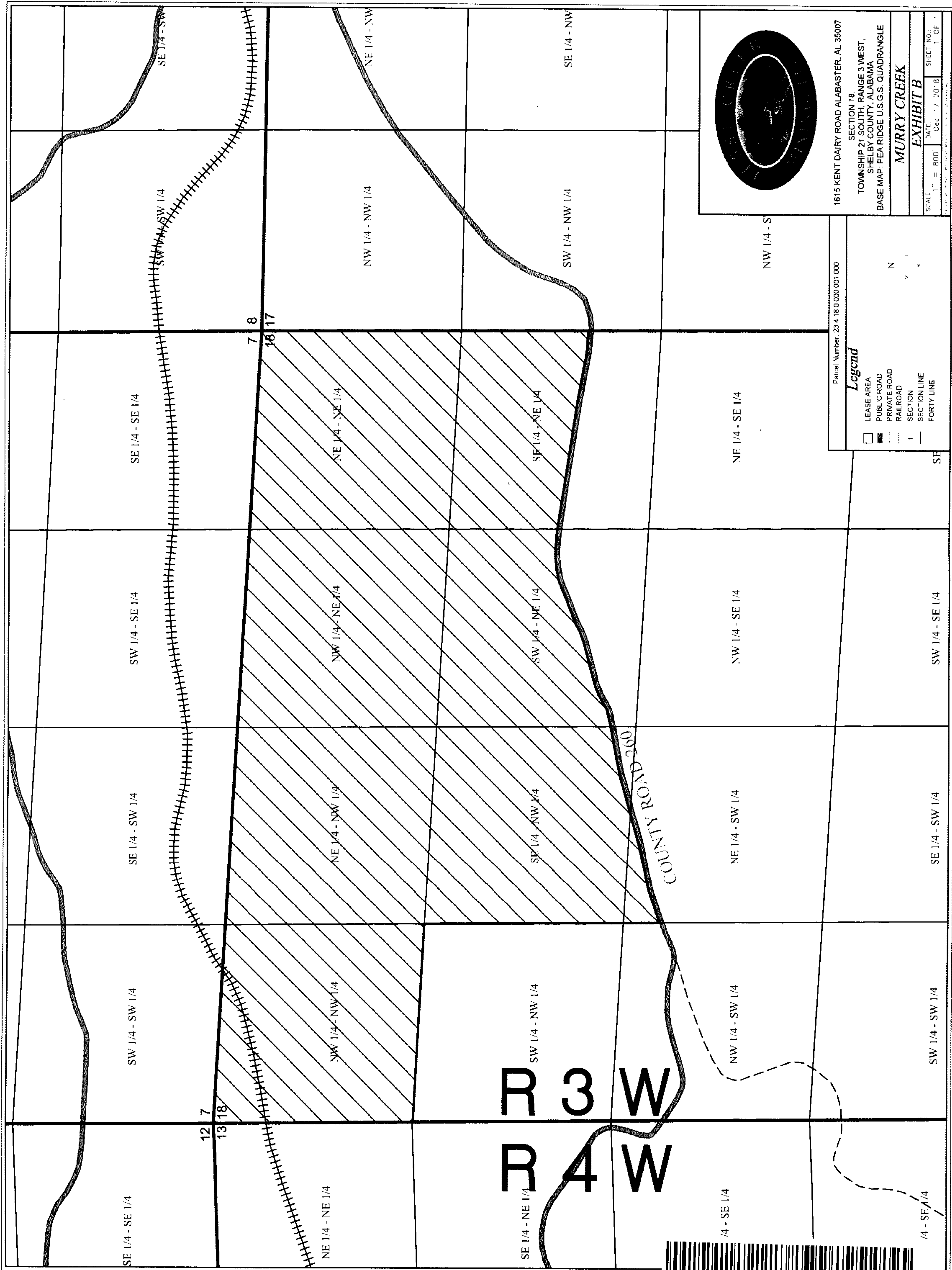
Elizabeth Sweitzer
Notary Public
My Commission Expires: _____

A rectangular notary seal for Elizabeth Sweitzer, Notary Public, Alabama. The seal includes the text "STATE OF ALABAMA", "NOTARY PUBLIC", and "ELIZABETH SWEITZER". It also states "My Commission Expires April 4, 2020".

This instrument was prepared by Kevin M. Halter, Jackson Kelly PLLC, 221 N.W. Fifth Street, P.O. Box 1507, Evansville, Indiana 47706.



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1615 KENT DAIRY ROAD ALABASTER, AL 35007
SECTION 18.
TOWNSHIP 21 SOUTH, RANGE 3 WEST,
SHELBY COUNTY, ALABAMA
BASE MAP: PEA RIDGE U.S.G.S. QUADRANGLE

MURRY CREEK
EXHIBIT B

SCALE: 1" = 800'
DATE: Dec. 17, 2018
SHEET NO.: 1 OF 1

Parcel Number: 23 4 18 0 000 001 000

Legend

- LEASE AREA
- PUBLIC ROAD
- PRIVATE ROAD
- RAILROAD
- SECTION LINE
- FORTY LINE


N
W
E
S

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EXHIBIT C

Section 18, Township 21 South, Range 3 West

That portion of the northeast quarter lying north of County Road 260; that portion of the east half of the northwest quarter lying north of County Road 260; that portion of the northeast quarter of the southwest quarter lying north of County Road 260; northwest quarter of the northwest quarter.



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