

**NOTE TO CLERK:** THIS INSTRUMENT COVERS AS-EXTRACTED COLLATERAL AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL.

**NOTE TO PROBATE JUDGE:** The purpose of this Second Amendment to Mortgage is to add **COALMONT RESOURCES LLC**, a Delaware limited liability company, as an Additional Lender under the Mortgage. This Second Amendment to Mortgage amends that certain Mortgage between the Mortgagor and the Original Lender (as defined below) dated March 22, 2018 and recorded as Document Number 20180322000095500 in the Office of the Probate Judge of Shelby County, Alabama, and in Record Book 338, Page 632 in the Office of the Probate Judge of Bibb County, Alabama, as amended by First Amendment to Mortgage dated March 11, 2019 and recorded as Document Number 20190311000076950 in the Office of the Probate Judge of Shelby County, Alabama, and in Record Book 350, Page 616, in the Office of the Probate Judge of Bibb County, Alabama, upon which recording tax has previously been paid on the maximum indebtedness secured by the Mortgage, as amended, in the amount of \$35,010,111.11.

NO ADDITIONAL INDEBTEDNESS WILL BE SECURED BY THE MORTGAGE, AND THE TERM OF THE MORTGAGE IS NOT BEING EXTENDED. NO ADDITIONAL MORTGAGE RECORDING TAX IS DUE IN CONNECTION WITH THE FILING OF THIS SECOND AMENDMENT TO MORTGAGE.

STATE OF ALABAMA )  
SHELBY AND BIBB COUNTIES )

This Instrument Prepared By:  
M. Beth O'Neill  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North, Ste. 2400  
Birmingham, Alabama 35203  
(205) 254-1000

### **SECOND AMENDMENT TO MORTGAGE**

**THIS SECOND AMENDMENT TO MORTGAGE** (this "Amendment") dated May 20, 2019 (the "Effective Date") is between **JESSE CREEK MINING, LLC**, a Delaware limited liability company (the "Mortgagor"), as mortgagor, and **RESOURCE CAPITAL FUND VI L.P.**, a Cayman Islands exempt limited partnership (the "Original Lender"), and **COALMONT RESOURCES LLC**, a Delaware limited liability company (the "Additional Lender," and collectively with the Original Lender, the "Lender"), as mortgagee.

#### **Recitals**

A. The Mortgagor and the Lender have agreed to amend and modify the Mortgage to add the Additional Lender as a Lender. The Mortgage, as amended by the First Amendment to Mortgage and this Second Amendment to Mortgage, is hereinafter collectively referred to as the "Mortgage."

B. The term of the Mortgage is not being extended and no additional funds are being advanced and secured by the Mortgage.

### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees with the Lender as follows:

1. Use of Capitalized Terms. All capitalized terms used in this Amendment, but not defined herein or by reference, shall have the meanings set forth in the Mortgage.

2. Incorporation of Recitals. The Recitals are incorporated herein by this reference as if set forth in full.

3. Amendment. From and after the Effective Date, all references in the Mortgage to the "Lender" shall be to the Original Lender and the Additional Lender.


4. Governing Law. This Amendment shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principals) except as required by mandatory provisions of law.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

6. Successors. This Amendment shall be binding upon and inure to the benefit of the Lender and the Mortgagor, and their respective successors and permitted assigns.

7. Mortgage to Remain in Effect. Except as specifically modified by this Amendment, the Mortgage shall remain in full force and effect in accordance with its terms.

8. Ratification. Mortgagor hereby incorporates by reference the stipulations set forth in Paragraph 6 of the Final Order (I) Authorizing Postpetition Secured Financing Pursuant to 11 U.S.C. Sections 105(A), 361, 362, 363, 364(C)(1), 364 (c)(2), 364 (C)(3), 364 (D)(1) and 364 (E), (II) Authorizing Debtors Use of Cash Collateral Pursuant to 11 U.S.C. Section 363, and (III) Granting Adequate Protection Pursuant to 11 U.S.C. Sections 361, 363 as entered by the United States Bankruptcy Court for the Northern District of Alabama in Case No. 19-01390-11 (DSC))[Docket No. 209]. Nothing contained herein shall be deemed or construed to release, terminate or act as a novation of, in whole or in part, the Mortgage or any other Loan Document. All references to the Mortgage in any Loan Document and in any other document or instrument shall hereafter be deemed to refer to the Mortgage as amended hereby.

  
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Shelby Cnty Judge of Probate, AL  
06/04/2019 11:16:01 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned Mortgagor and Lender have caused this Amendment to be executed by their duly authorized officers on the date of the acknowledgment of their respective signatures below, but to be effective as of the Effective Date.

JESSE CREEK MINING, LLC

By: Piney Woods Resources, Inc.  
Its: Sole Member

By: B. Scott Spears  
Name: B. Scott Spears  
Title: Chief Executive Officer

STATE OF Alabama )  
COUNTY OF Jefferson )

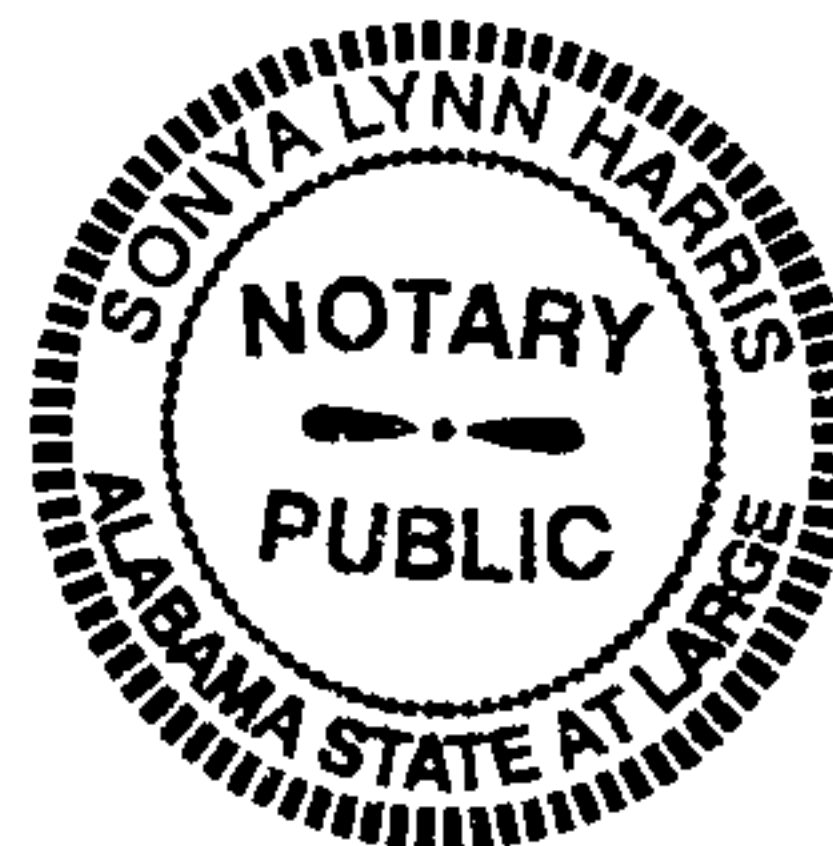
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that B. Scott Spears, whose name as Chief Executive Officer of Piney Woods Resources, Inc., a Delaware corporation, as the sole member of Jesse Creek Mining, LLC, a Delaware limited liability company, is 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 of such corporation as the sole member of such limited liability company and with full authority, executed the same voluntarily for and as the act of said corporation as the sole member of such limited liability company.

Given under my hand and official seal this the 31<sup>st</sup> day of May, 2019.

Sonya Lynn Harris  
Notary Public

[AFFIX SEAL]

My commission expires: 10/26/20



**RESOURCE CAPITAL FUND VI L.P.**

By: Resource Capital Associates VI L.P.,  
its General Partner

By: RCA VI GP Ltd., its General Partner

By: M. Hills  
Name: Mason Hills  
Title: General Counsel

**COALMONT RESOURCES LLC**

By: Resource Capital Fund VI L.P.,  
its Managing Member

By: Resource Capital Associates VI L.P.,  
its General Partner

By: RCA VI GP Ltd., its General Partner

By: M. Hills  
Name: Mason Hills  
Title: General Counsel

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Shelby Cnty Judge of Probate, AL  
06/04/2019 11:16:01 AM FILED/CERT



STATE OF Colorado )  
COUNTY OF Denver )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mason Hills, whose name as General Counsel of RCA VI GP Ltd., a Cayman Island exempt limited partnership, as the General Partner of Resource Capital Associates VI L.P., a Cayman Island exempt limited partnership, as the General Partner of Resource Capital Fund VI L.P., a Cayman Island exempt 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 General Counsel and with full authority, executed the same voluntarily for and as the act of said exempt limited partnership as the General Partner of such exempt limited partnership as the General Partner of such exempt limited partnership.

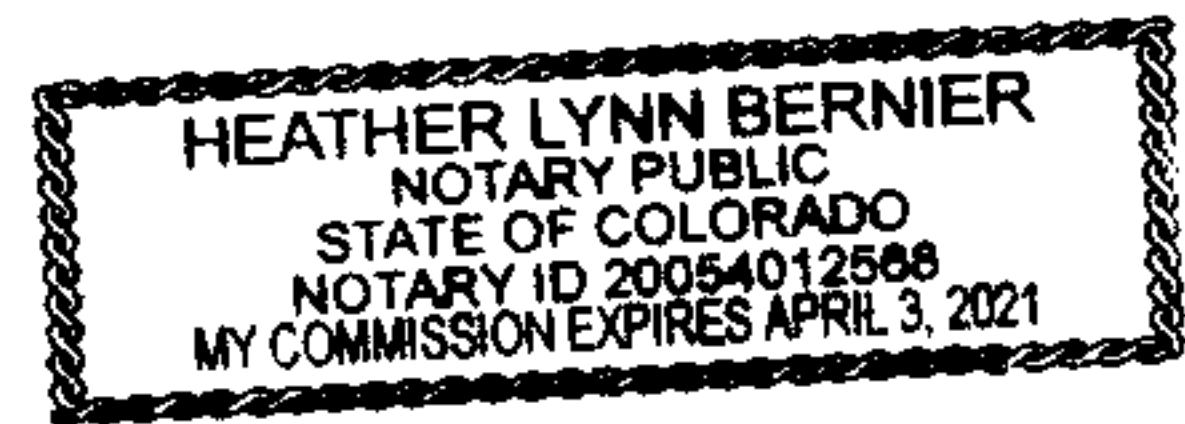
Given under my hand and official seal this the 29<sup>th</sup> day of May, 2019.

Heather Lynn Bernier

Notary Public

[AFFIX SEAL]

My commission expires: April 03, 2021



20190604000191540 5/6 \$30.00  
Shelby Cnty Judge of Probate, AL  
06/04/2019 11:16:01 AM FILED/CERT

STATE OF Colorado )  
COUNTY OF Denver )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mason Hills, whose name as General Counsel of RCA VI GP Ltd., a Cayman Island exempt limited partnership, as the General Partner of Resource Capital Associates VI L.P., a Cayman Island exempt limited partnership, as the General Partner of Resource Capital Fund VI L.P., a Cayman Island exempt limited partnership, as the Managing Member of Coalmont Resources LLC, a Delaware limited liability company, 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 General Counsel and with full authority, executed the same voluntarily for and as the act of said exempt limited partnership as the General Partner of such exempt limited partnership as the General Partner of such exempt limited partnership as the Managing Member of such limited liability company.

Given under my hand and official seal this the 21<sup>st</sup> day of May, 2019.

Heather Lynn Bernier  
Notary Public

[AFFIX SEAL]

My commission expires: April 03, 2021

