

## RIGHT OF ENTRY AGREEMENT

This **Right of Entry Agreement** (the "**Agreement**") is dated as of the 15 day of July, 2020, and entered into by and between **WESTERN REI, LLC**, an Alabama limited liability company ("Western REI"), and **S & M DEVELOPMENT, LLC**, an Alabama limited liability company ("S&M Development" and together with Western REI, "Grantor") and **CAMELLIA MET MINING, LLC**, a Delaware limited liability company ("Grantee").

WHEREAS, pursuant to that certain Lots or Other Unimproved Land Sales Contract entered into on June 12, 2020 by and between Grantor and Western REI, as amended and partially assigned from Western REI to S&M Development by that certain Amendment and Partial Assignment of Land Sales Contract dated June 30, 2020 (collectively, the "Purchase Agreement"), Grantee conveyed to (i) S&M Development on even date herewith the surface only of that certain real estate located in Shelby County, Alabama more particularly described as Tract 1 and Tract 2, Parcel II on Exhibit A (the "S&M Development Property"); and (ii) Western REI on even date herewith the surface only of that certain real estate located in Shelby County, Alabama more particularly described as Tract 2, Parcel I on Exhibit A (the "Western REI Property, and together with the S&M Development Property, the "Property");

WHEREAS, the Property is subject to or will be subject to one or more permits issued to Grantee under the surface mining laws of the state of Alabama and other related permits (as applicable, the "Permits");

WHEREAS, Grantee reserved and excepted from the conveyance of the Property to Grantor the minerals and mining rights underlying the Property, including without limitation, all red rock and other colored rock, whether stockpiled on the Property as of the date hereof or otherwise (the "Red Rock");

WHEREAS, Grantee desires to enter onto the Property as may be necessary to (i) comply with the Permits and conduct any and all activities in connection with its reclamation obligations thereunder (collectively, the "Reclamation Activities"); and/or (ii) mine, extract, remove, sell, transfer, store, stockpile, wash, clean, process, screen, weigh, and load the Red Rock and conduct any and all other related activities and keep and maintain necessary and appropriate equipment

on the Property in connection therewith (collectively, the “Red Rock Mining Activities” and together with the Reclamation Activities, the “Activities”);

WHEREAS, as contemplated by the Purchase Agreement, Grantee desires to acquire from Grantor and, as part of the consideration for the conveyance of the Property from Grantee to Grantor, Grantor has agreed to grant to Grantee a right of entry to enter onto the Property to undertake and perform the Activities, all pursuant to the terms and conditions provided herein.

THEREFORE, in consideration of the premises and agreements herein, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

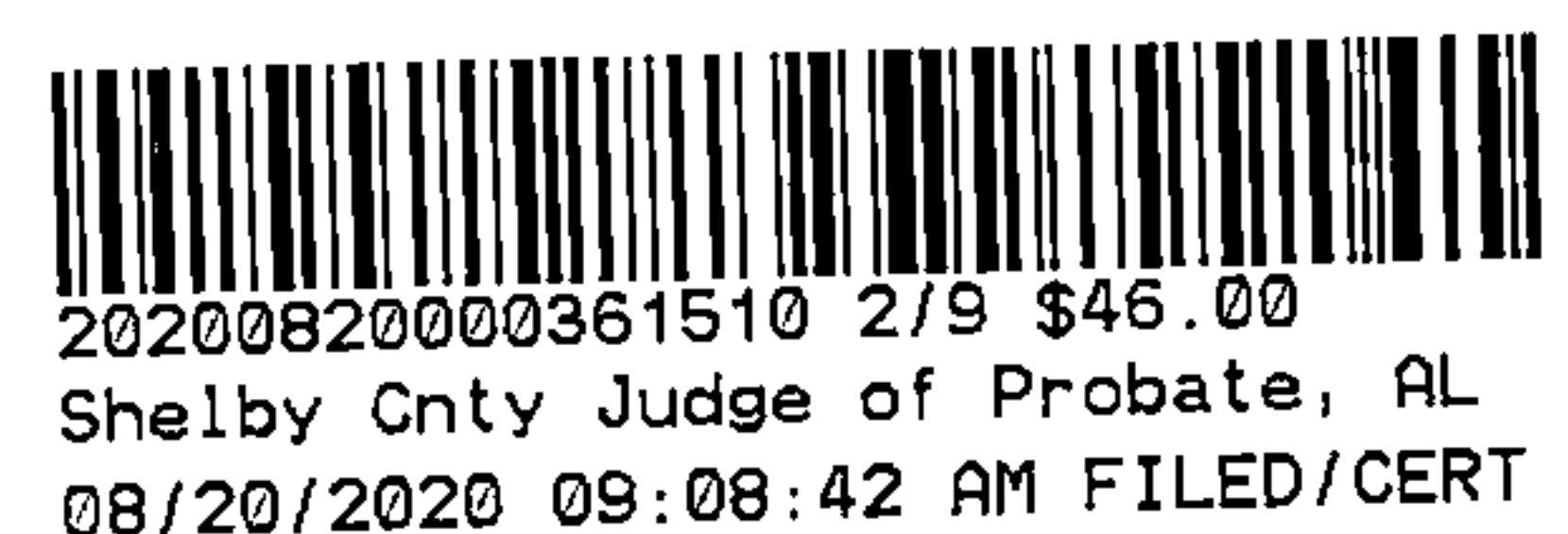
1. **Recitals.** The above-mentioned recitals are incorporated herein by reference and made a part hereof.

2. **Grant of Rights.** Grantor hereby grants to Grantee, and its successors, assigns, lessees, and affiliates, and its and their employees, agents and contractors, the right to enter onto the Property to undertake and perform the Activities and to do all things necessary or appropriate in connection therewith.

3. **Term.** Except to the extent otherwise set forth in this Agreement, the term of this Agreement shall run from the date hereof until such time as any and all bonds securing the obligations under the Permits are released or upon the mutual agreement of the parties. Grantee shall have sixty (60) days after termination to remove, at its sole cost and expense, all equipment, mobile equipment, belt, infrastructure, tools, supplies, and similar items and all Red Rock not removed from the Property.

4. **Control of Activities.** During the performance of the Activities, Grantee and its successors, assigns, affiliates, lessees, and contractors, as applicable, shall supervise and direct all Activities and shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the Activities.

5. **Intentionally omitted.**





6. **Compliance with Laws.** Grantee, or its applicable successors, assigns, lessees, and affiliates, agrees to conduct the Activities in compliance with any and all applicable laws (collectively "Applicable Laws").

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations concerning the subject matter hereof between them, provided that nothing herein shall alter, diminish or supersede any rights of the severed coal owner expressed in the applicable deed(s) of severance or implied by law, including those which have been granted, reserved, or implied unto Grantee.

8. **Waiver/Modification.** No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

9. **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

10. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Alabama without reference to its choice of laws principles.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

12. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. As it pertains to the Property, this Agreement shall be a covenant that shall run with the land.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**"GRANTOR"**

**WESTERN REI, LLC**

By: X

Its: \_\_\_\_\_

Jason Spinks

Manager

STATE OF Alabama )  
 ) SS:  
COUNTY OF Shelby )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Jason Spinks, whose name as Manager of Western REI, LLC, an Alabama limited liability company, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual on behalf of such entities for and as the act of said entities, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 15 day of July, 2020.

Justin Smitherman  
Notary Public

Justin Smitherman  
Printed Signature

My Commission Expires:

My County of Residence:

1/18/21

Shelby

JUSTIN SMITHERMAN  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 18, 2021



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**"GRANTOR"**

**S & M DEVELOPMENT, LLC**

By: X

Its: Justin Smith  
Manager

STATE OF Alabama )  
 ) SS:  
COUNTY OF Shelby )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Justin Smith, whose name as Manager of S & M Development, LLC, an Alabama limited liability company, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual on behalf of such entities for and as the act of said entities, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 15 day of July, 2020.

[Signature]  
Notary Public

My Commission Expires:

1/18/21

Justin Smith  
Printed Signature

My County of Residence:

Shelby

JUSTIN SMITHERMAN  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 18, 2021

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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**"GRANTEE"**

**CAMELLIA MET MINING, LLC**

By: Brian O'Dea  
Brian O'Dea, President

STATE OF Alabama )  
 ) SS:  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, hereby certify that Brian O'Dea, whose name as President of Camellia Met Mining, LLC, an Alabama limited liability company, appeared before me this day in person and acknowledged the execution of such instrument as the free and voluntary act of said individual on behalf of such entities for and as the act of said entities, for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 13<sup>TH</sup> day of July, 2020.

Ray B...  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires:

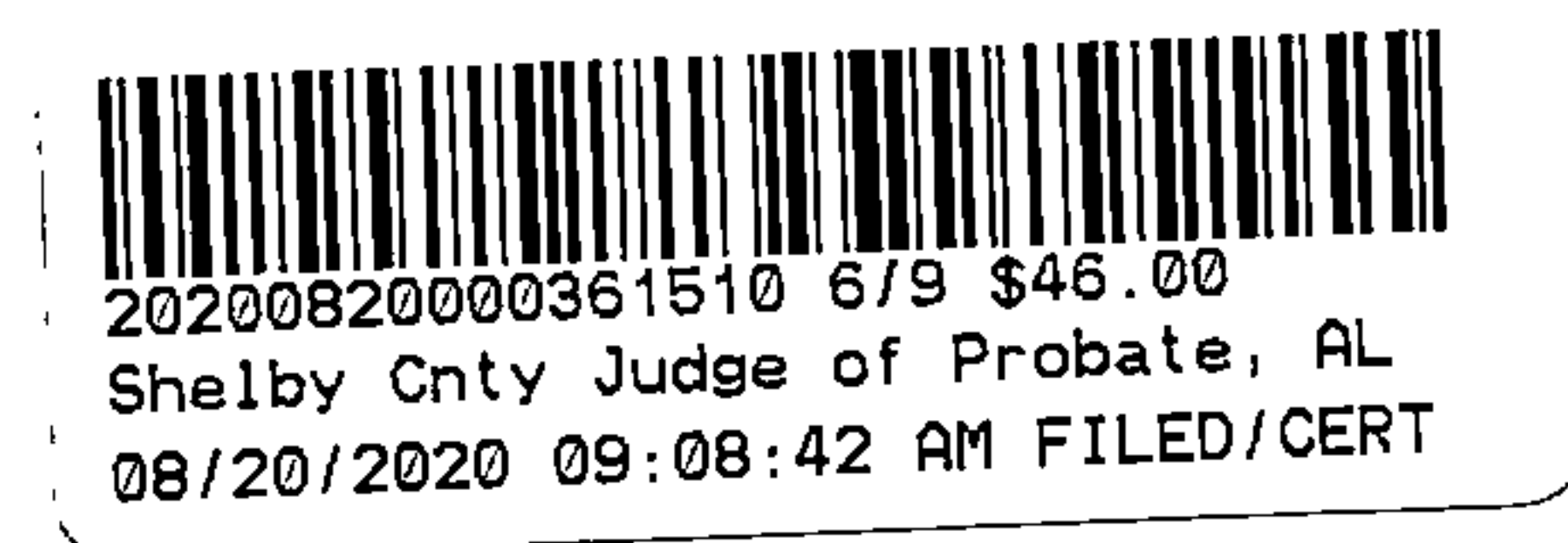
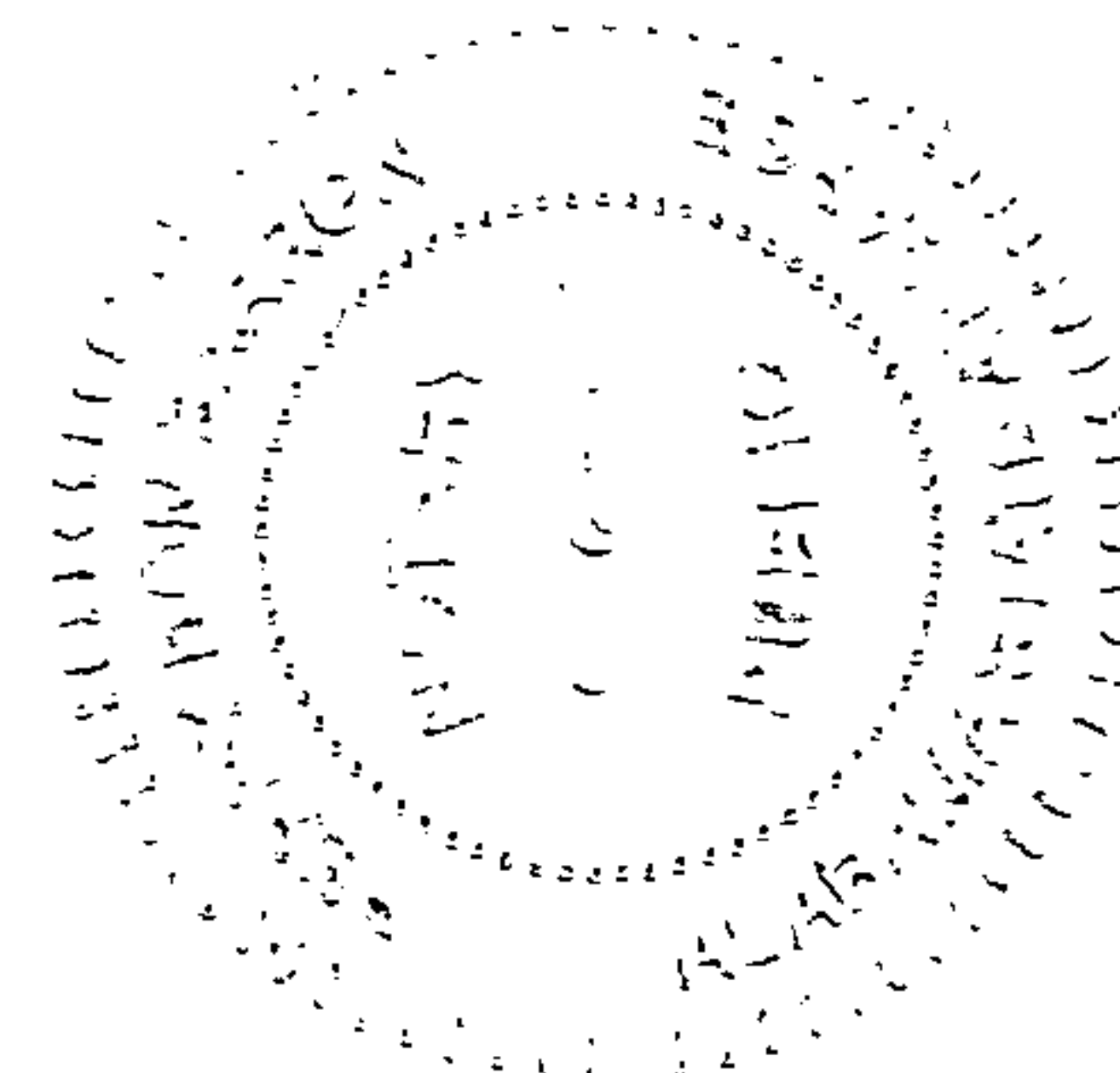
10-28-2020

My County of Residence:

Jefferson

My Commission Expires  
October 28, 2020

This instrument was prepared by: Brian O'Dea  
Camellia Met Mining, LLC  
3400 County Road 260  
Maylene, Alabama 35007





## EXHIBIT A

### Tract 1:

The surface only of a parcel of land situated in Sections 13 & 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of said Section 18; thence North 00 degrees 29 minutes 25 seconds West along the West line of said Section 18 for a distance of 976.56 feet to a 5/8" rebar found (Drummond); thence leaving said West line, South 87 degrees 23 minutes 38 seconds East for a distance of 1282.72 feet to a 5/8" capped rebar found (Drummond) on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 18; thence North 00 degrees 30 minutes 21 seconds West along said West line for a distance of 1364.69 feet to a railroad spike in the center of a gravel road; thence along centerline of said gravel road South 67° 55' 46" West for a distance of 108.37 feet to a curve to the right having a radius of 277.54 feet and a chord bearing of South 84° 17' 14" West and a chord distance of 156.33 feet; thence along said centerline curve to the right an arc distance of 158.47 feet to a point on a reverse curve to the left having a radius of 1170.33 feet and a chord bearing of South 87° 36' 25" West with a chord distance of 528.05 feet; thence along said centerline curve an arc distance of 532.64 feet to a railroad spike in the centerline of a gravel road; thence leaving said centerline South 44° 54' 31" West for a distance of 3218.51 feet a 1/2" rebar; thence North 87° 36' 31" East 1796.34 feet to the POINT OF BEGINNING. Containing 70.00 acres, more or less, minerals and mining rights excluded.

### Tract 2:

#### PARCEL I

A parcel of land, being a portion of the Southeast 1/4 of the Southeast 1/4, the Southwest 1/4 of the Southeast 1/4, The Northeast 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 13, and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 87 degrees 36 minutes 31 seconds East along the South line of said Section 13 for a distance of 848.67 feet to a 1/2" rebar set; thence leaving said South line, North 44 degrees 54 minutes 31 seconds East for a distance of 421.76 feet to a 1/2" rebar set and the POINT OF BEGINNING of the parcel herein described; thence North 45 degrees 05 minutes 29 seconds West for a distance of 2008.50 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 2020.00 feet, a chord bearing of North 44 degrees 28 minutes 12 seconds East and a chord length of 307.39 feet; thence along the arc of said curve and along said centerline for a distance of

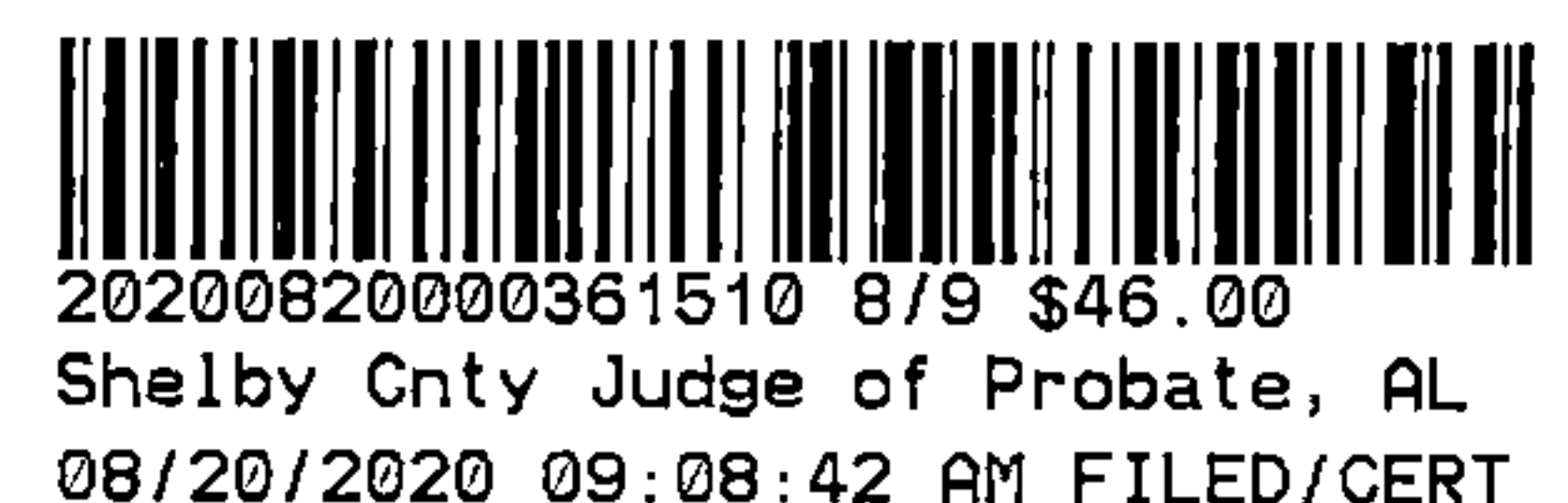


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307.69 feet to a point of a reverse curve to the left, having a radius of 1050.00 feet, a chord bearing of North 42 degrees 15 minutes 54 seconds East and a chord length of 240.22 feet; thence along the arc of said curve, continuing along said centerline for a distance of 240.75 feet to a point of a reverse curve to the right, having a radius of 1000.00 feet, a chord bearing of North 41 degrees 49 minutes 08 seconds East and a chord length of 213.30 feet; thence along the arc of said curve, continuing along said centerline for a distance of 213.71 feet to a point; thence continuing along said centerline the following five calls: North 47 degrees 56 minutes 28 seconds East for a distance of 483.50 feet to a point on a curve to the right, having a radius of 650.00 feet, a chord bearing of North 62 degrees 00 minutes 30 seconds East and a chord length of 315.98 feet; thence along the arc of said curve for a distance of 319.18 feet to a point of a reverse curve to the left, having a radius of 1100.00 feet, a chord bearing of North 69 degrees 34 minutes 20 seconds East and a chord length of 249.18 feet; thence along the arc of said curve for a distance of 249.72 feet to a point; thence North 63 degrees 04 minutes 07 seconds East for a distance of 573.45 feet to a point on a curve to the right, having a radius of 500.00 feet, a chord bearing of North 75 degrees 14 minutes 37 seconds East and a chord length of 210.90 feet; thence along the arc of said curve for a distance of 212.49 feet to a railroad spike set; thence leaving said centerline, North 54 degrees 24 minutes 26 seconds East for a distance of 867.04 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 200.00 feet, a chord bearing of North 36 degrees 08 minutes 08 seconds East and a chord length of 134.19 feet; thence along the arc of said curve and along said centerline for a distance of 136.85 feet to a point; thence continuing along said centerline for the following 3 calls: North 55 degrees 44 minutes 14 seconds East for a distance of 251.92 feet to a point on a curve to the right, having a radius of 470.00 feet, a chord bearing of North 65 degrees 53 minutes 26 seconds East and a chord length of 165.70 feet; thence along the arc of said curve for a distance of 166.57 feet to a point; thence North 76 degrees 02 minutes 37 seconds East for a distance of 139.68 feet to a railroad spike set on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 18; thence leaving said centerline, South 87 degrees 29 minutes 56 seconds East along said North line for a distance of 782.02 feet to a 3" capped pipe found at the Northeast corner of said 1/4-1/4 section; thence South 00 degrees 30 minutes 21 seconds East along the East line of said 1/4-1/4 section for a distance of 1609.73 feet to a railroad spike set in the centerline of a gravel road; thence along said centerline the following 3 calls: South 67 degrees 55 minutes 46 seconds West for a distance of 108.37 feet to a point on a curve to the right, having a radius of 277.54 feet, a chord bearing of South 84 degrees 17 minutes 14 seconds West and a chord length of 156.33 feet; thence along the arc of said curve for a distance of 158.47 feet to a point of a reverse curve to the left, having a radius of 1170.33 feet, a chord bearing of South 87 degrees 36 minutes 25 seconds West and a chord length of 528.05 feet; thence along the arc of said curve for a distance of 532.64 feet to a railroad spike set; thence leaving said centerline, South 44 degrees 54 minutes 31 seconds West for a distance of 2796.75 feet to the POINT OF BEGINNING. Containing 171.00 acres, more or less.

## PARCEL II

A parcel of land, being a portion of the Southwest 1/4 of the Southeast 1/4, the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:





BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 46 degrees 31 minutes 52 seconds West for a distance of 1422.55 feet to a railroad spike set in the center of a gravel road, said point being on a curve to the right, having a radius of 1099.40 feet, a chord bearing of North 50 degrees 49 minutes 20 seconds East and a chord length of 227.67 feet; thence along the arc of said curve and along said centerline for an arc distance of 228.08 feet to a point of a reverse curve to the left, having a radius of 700.00 feet, a chord bearing of North 45 degrees 33 minutes 52 seconds East and a chord length of 271.88 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 273.62 feet to a point of a reverse curve to the right, having a radius of 1115.00 feet, a chord bearing of North 40 degrees 24 minutes 43 seconds East and a chord length of 234.86 feet; thence along the arc of said curve, continuing along said centerline for a distance of 235.30 feet to a point of a reverse curve to the left, having a radius of 2000.00 feet, a chord bearing of North 42 degrees 22 minutes 14 seconds East and a chord length of 285.08 feet; thence along the arc of said curve, continuing along said centerline for a distance of 285.32 feet to a point of a reverse curve to the right, having a radius of 2020.00 feet, a chord bearing of North 39 degrees 11 minutes 42 seconds East and a chord length of 64.25 feet; thence along the arc of said curve, continuing along said centerline for a distance of 64.26 feet to a railroad spike set; thence leaving said centerline, South 45 degrees 05 minutes 29 seconds East for a distance of 2008.50 feet to a 1/2" rebar set; thence South 44 degrees 54 minutes 31 seconds West for a distance of 421.76 feet to a 1/2" rebar set on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence South 87 degrees 36 minutes 31 seconds West along said South line for a distance of 848.67 feet to the POINT OF BEGINNING. Containing 44.06 acres, more or less.



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