

## RAIL LOOP AND LOADOUT AGREEMENT

**THIS RAIL LOOP AND LOADOUT AGREEMENT** (the "Agreement") is made effective as of the 15 day of July, 2020 (the "Effective Date"), 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").

### WITNESSETH

**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, and 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) Western REI on even date herewith the surface only of certain real estate located in Shelby County, Alabama, more particularly described as Parcel I on Exhibit A attached hereto and made a part hereof ("Parcel I"); (ii) S&M Development on even date herewith the surface only of certain real estate located in Shelby County, Alabama, more particularly described as Parcel II on Exhibit A ("Parcel II" and together with Parcel I, the "Property"); and

**WHEREAS**, as part of the consideration for the conveyance of the Property from Grantee to Grantor and in accordance with the terms of the Purchase Agreement, Grantor has agreed to grant to Grantee rights and easements on, over, and across that portion of the Property depicted on Exhibit B attached hereto and made a part hereof (the "Subject Property") as necessary and appropriate for the purpose of constructing, operating, and maintaining a coal loading facility to weigh and load coal onto rail cars together with rail loops and spurs and other related infrastructure, all as more fully set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants, agreements and conditions herein provided, and for other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, the parties hereto agree as follows.

1. Grant of Rights. Grantor hereby grants unto Grantee, its successors, assigns, and lessees, the right to use the surface of the Subject Property to construct, operate and maintain a coal loading facility to weigh and load coal (irrespective of origin) and any other structures incident or necessary thereto, including railroad track, parking areas, storage buildings and areas, utilities, water and sewer lines, pipelines, and powerlines (collectively, the "Loadout Facilities"), together with a rail loop or loops, spurs, and related appurtenances and track structures for the tender and

receipt of rail freight traffic to and from the Loadout Facilities (collectively, the "Rail Loop"), and to conduct such other surface operations that are reasonably necessary in connection with the operation of the Loadout Facilities and Rail Loop, together with any easements necessary to use the Subject Property for the purpose of constructing, operating and maintaining, including any easements on the Property which may be necessary for ingress and egress to and from the Loadout Facilities and Rail Loop and to transport coal (irrespective of origin) to and from the Loadout Facilities, such easements and the location of the Loadout Facilities and Rail Loop and other structures incident or necessary thereto shall be as determined by Grantee in its sole discretion. Except as otherwise provided herein, neither Grantor, nor its successors, assigns, lessees, or contractors, shall have any rights to use or possess the Loadout Facilities or Rail Loop and ownership of, and title to, the Loadout Facilities, Rail Loop and other personal property constructed or located on the Subject Property in connection therewith shall at all times remain in Grantee and its successors and assigns.

2. Termination in the Event of Non-Construction. In the event that Grantee, or its successors, assigns, lessees, or contractors, has not commenced construction of the Loadout Facilities, the Rail Loop, or any appurtenances or improvements in connection therewith within five (5) years from the Effective Date (the "Construction Period"), this Agreement and the rights granted to Grantee herein shall automatically terminate and neither party shall have any further rights or obligations under this Agreement. In the event that Grantee, or its successors, assigns, lessees, or contractors, commences construction of the Loadout Facilities, the Rail Loop, or any appurtenances or improvements in connection therewith within the Construction Period, the rights and easements granted to Grantee herein shall continue until such time as Grantee or its successors, assigns, lessees or contractors has ceased using the Loadout Facilities and/or Rail Loop for a continuous period of five (5) years; provided, that, upon such termination Grantee or its successors, assigns, lessees, or contractors shall have access to the Subject Property for a period of one (1) year to remove from the Subject Property and/or salvage the Loadout Facilities, Rail Loop, or any other personal property or equipment of Grantee, its successors, assigns, lessees, or contractors.

3. Non-Disturbance; Non-Interference. During the Construction Period, neither Grantor, nor its successors, assigns, lessees, or contractors, shall construct any improvements, buildings, facilities or other appurtenances on the Subject Property or alter the grading of the Subject Property in any manner without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Following the construction of the Loadout Facilities and/or Rail Loop and any appurtenances or improvements in connection therewith, Neither Grantor, nor its successors, assigns, lessees, or contractors, shall conduct any operations or activities on the Subject Property which may interfere or disturb Grantee's operation of the Loadout Facilities or Rail Loop.

4. Timber Agreement. In the event that Grantee cuts or removes from the Subject Property any Planted Timber (as such terms are defined in the Purchase Agreement) in connection with its construction and operation of the Loadout Facilities and Rail Loop, Grantee shall compensate Grantor in accordance with the terms of the Purchase Agreement, which terms are incorporated herein by reference.

5. Shipping Agreement. At anytime after construction of the Loadout Facilities and Rail Loop on the Subject Property, Grantee agrees to negotiate in good faith an agreement by which Grantee agrees to load property of Grantor on rail cars owned, or contracted for use, by Grantor at the Rail Loop on the condition that: (i) Grantor compensates Grantee for its costs plus an agreed upon fee; (ii) the obligations of Grantee under such an agreement do not interfere with Grantee's other operations or use of the Loadout Facilities or Rail Loop; (iii) Grantee shall have no obligation under the agreement to continue operating the Loadout Facilities or Rail Loop; and (iv) Grantor's rights under the agreement are non-transferable and non-assignable, except to an affiliate of Grantor. Nothing contained in this Section 5 shall be construed to obligate Grantee to construct the Loadout Facilities and Rail Loop on the Subject Property as contemplated by this Agreement. The rights and privileges granted to Grantor pursuant to this Section 5 shall be deemed personal to Grantor and Grantor shall have no right to convey, assign, or otherwise transfer any such rights or privileges; provided, however, that Grantor may assign its rights and privileges under this Section 5 upon the prior written consent of Grantee, which may not be unreasonably withheld.

6. Assignment. Grantee shall have the right to assign, convey, sublease or otherwise transfer this Agreement or any rights, interests or estates created by this Agreement to any third party acquiring or having acquired ownership of or a leasehold interest in the Loadout Facilities and Rail Loop upon the prior written consent of Grantor, which may not be unreasonably withheld, delayed, or conditioned.

7. Further Assurances. Grantor agrees from time to time to execute and deliver such further instruments, and take such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement. In furtherance of the foregoing, in the event that Grantor's written consent is required by any administrative agency of Alabama or any other state or the United States of America, Grantor agrees to timely sign any required document indicating its consent and approval of Grantee's operations hereunder.

8. Entire Agreement. It is understood and agreed that this Agreement contains all of the understandings between the parties hereto with respect to the subject matter, and no change, alteration or modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

9. Separability and Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. Paragraph headings are used herein for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement.


11. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

13. Amendment and Waiver. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party, unless in writing, duly executed by each party or its duly authorized representative.

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

*[Signatures on Following Pages]*

  
20200820000361520 4/12 \$55.00  
Shelby Cnty Judge of Probate, AL  
08/20/2020 09:08:43 AM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**"GRANTOR"**

WESTERN REI, LLC

By: X

Justin Smith

Its: 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 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 Smith  
Notary Public

Justin Smith  
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  
08/20/2020 09:08:43 AM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**"GRANTOR"**

**S & M DEVELOPMENT, LLC**

By: X

Its: 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 Dusan Spinkes, 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

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

20200820000361520 6/12 \$55.00  
Shelby Cnty Judge of Probate, AL  
08/20/2020 09:08:43 AM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**"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 13TH day of July, 2020.

Rory Brown  
Notary Public

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

My Commission Expires:

My County of Residence:

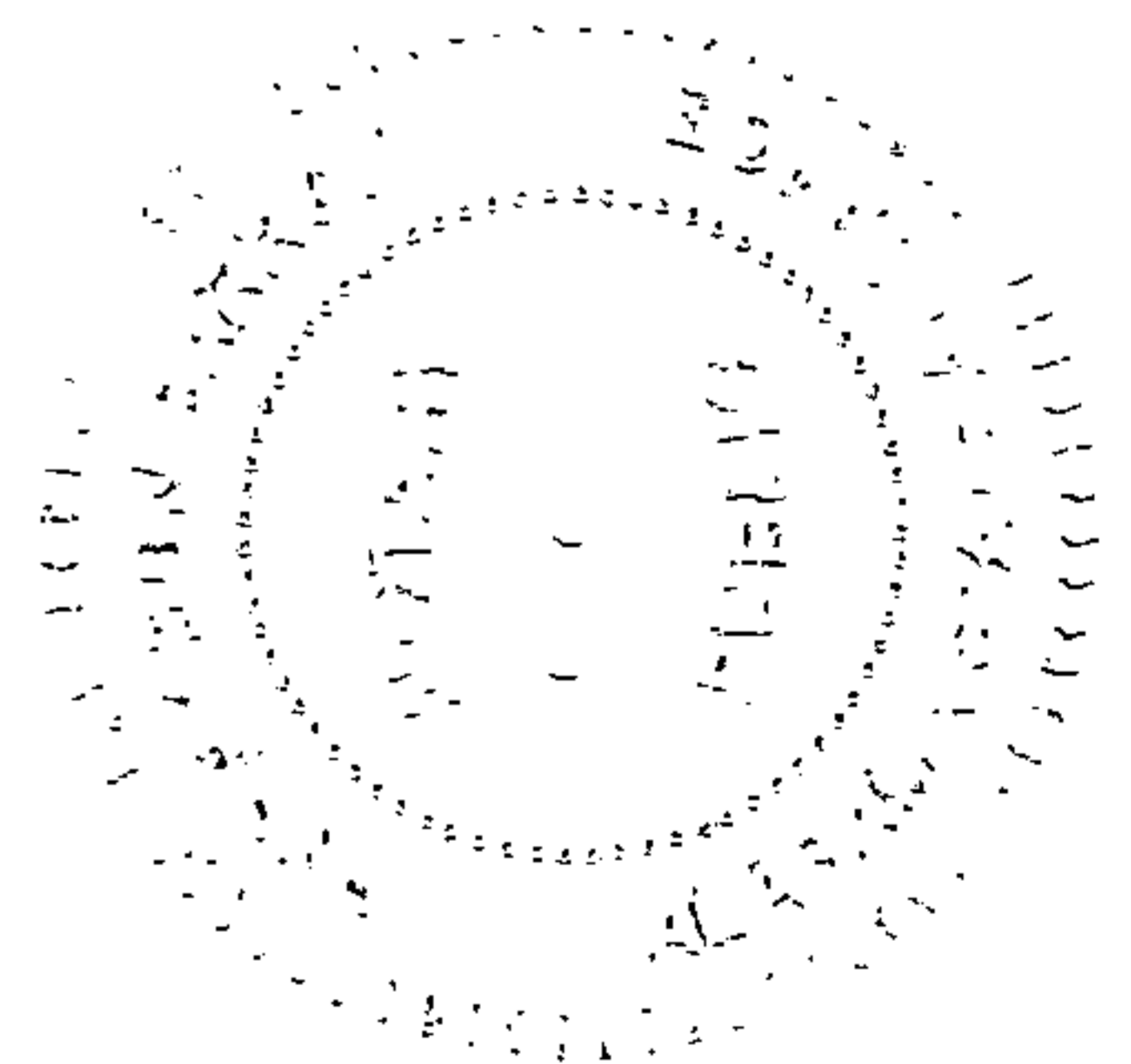
10-28-2020

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

### 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 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

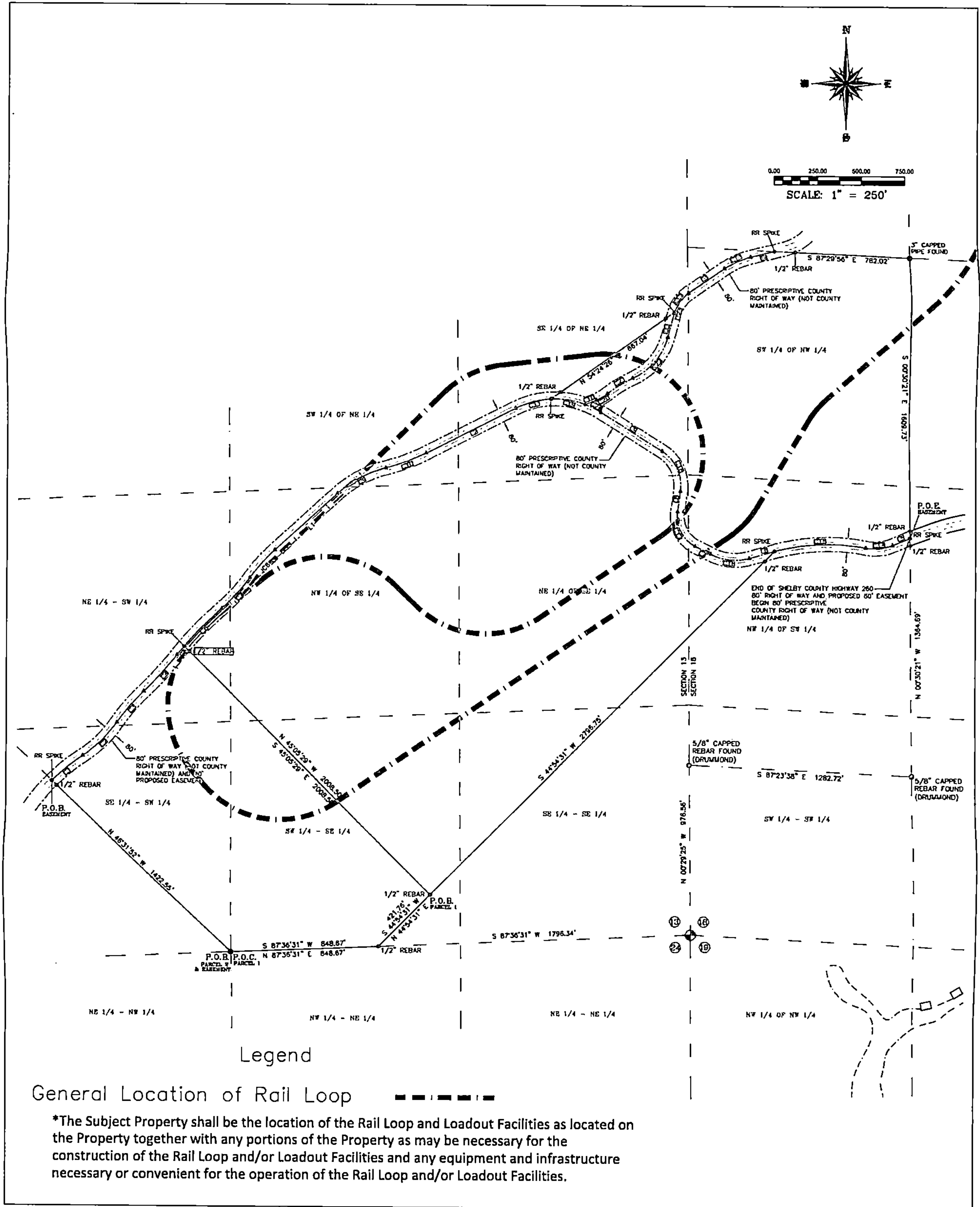
seconds West for a distance of 421.76 feet to a 1/2" rebar set on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence South 87 degrees 36 minutes 31 seconds West along said South line for a distance of 848.67 feet to the POINT OF BEGINNING. Containing 44.06 acres, more or less.

**Exhibit B**

See attached.

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Shelby Cnty Judge of Probate, AL  
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 Shelby Cnty Judge of Probate, AL  
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