

FIRST AMENDMENT TO RAIL LOOP AND LOADOUT AGREEMENT

THIS FIRST AMENDMENT TO RAIL LOOP AND LOADOUT AGREEMENT (this “Amendment”), is made and entered into as of the 26th day of October, 2020, by and between **Camellia Met Mining, LLC** (the “Grantee”), and **Western REI, LLC** (“Western REI”), and **S&M Development LLC** (“S&M” and together with Western REI, the “Grantor”).

RECITALS

A. Grantor and Grantee are parties to that certain Rail Loop and Loadout Agreement (the “Agreement”) dated July 15, 2020, and recorded August 20, 2020, in the office of the Judge of Probate of Shelby County, Alabama, as Document Number 20200820000361520.

B. Pursuant to that certain Lots or Other Unimproved Land Sales Contract (the “Purchase Agreement”) entered into on October 21, 2020, by and between Western REI and Grantee, Grantee agreed to convey to Western REI, inter alia, the surface only of that certain real estate located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto (the “Additional Property”).

C. In connection with the purchase and sale of the Additional Property and as contemplated by the Purchase Agreement, the parties have agreed to amend the Agreement to add the Additional Property to the Subject Property subject to the Agreement and as further set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, receipt whereof is hereby severally acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Amendment to Section 1.** Section 1 of the Agreement is hereby amended by deleting the first sentence of Section 1 in its entirety and replacing such sentence with the following:

“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, truck weights and other scales, 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.”

3. **Amendment to Exhibit A of the Agreement.** The parties hereto hereby amend the Agreement to include the Additional Property. Exhibit A to the Agreement is hereby deemed amended to add the description of the Additional Property as set forth on Exhibit A attached hereto.

4. **Miscellaneous.** Except as specifically amended herein, all the terms and provisions of the Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Agreement and this Amendment, the terms and provisions of this Amendment shall govern and control and any conflicting terms and provisions of the Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof.

5. **Counterparts.** This Amendment may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Amendment may be executed in electronic (e-mail) copies and electronic signatures shall be binding upon the parties.

[Signatures on Following Pages]



20210122000035500 2/7 \$40.00
Shelby Cnty Judge of Probate, AL
01/22/2021 10:39:40 AM FILED/CERT

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

"GRANTOR"

S & M DEVELOPMENT, LLC

By: _____

Its: _____

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 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 26 day of October, 2020.

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
01/22/2021 10:39:40 AM FILED/CERT

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

"GRANTOR"

WESTERN REI, LLC

By: _____

Its: _____

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 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 26 day of October, 2020.

Notary Public

My Commission Expires:

1/18/21

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

"GRANTEE"

CAMELLIA MET MINING, LLC

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

STATE OF Alabama)
COUNTY OF Jefferson) SS:

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 23RD day of October, 2020.

Perry Don Barron Notary Public
Perry Don BARRON Printed Signature

My Commission Expires: _____
October 28, 2020

My County of Residence: _____
Jefferson

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


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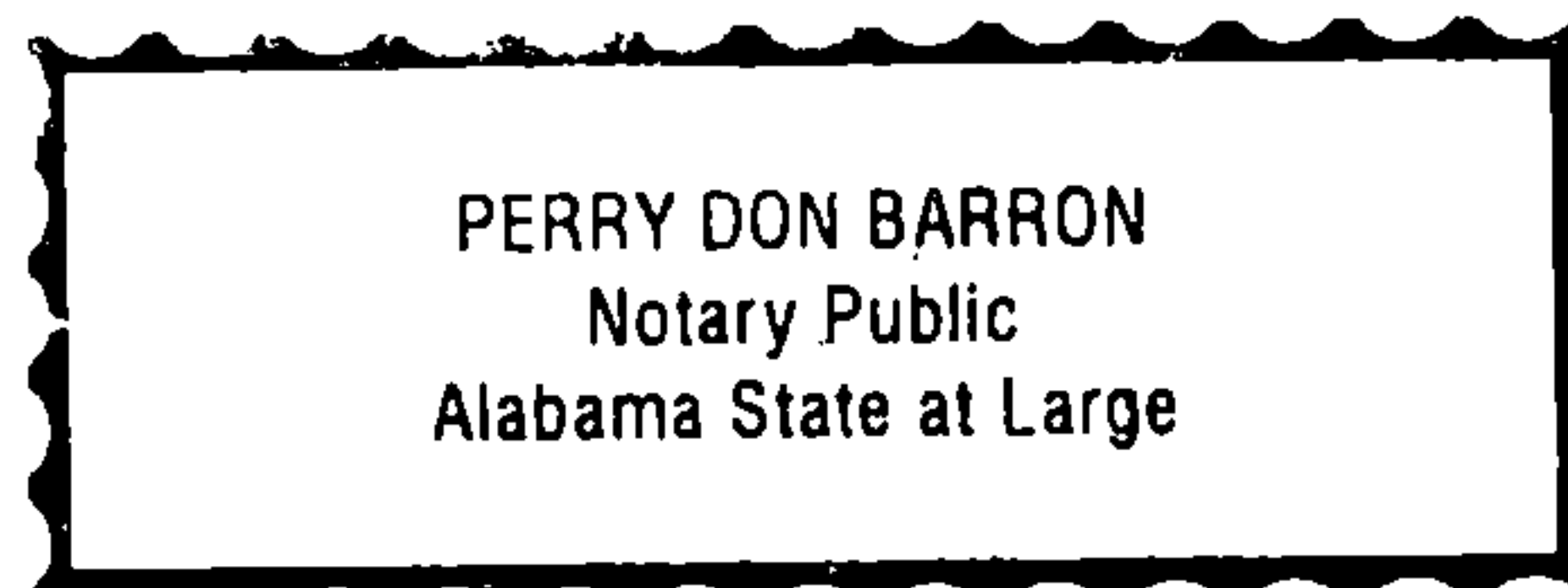
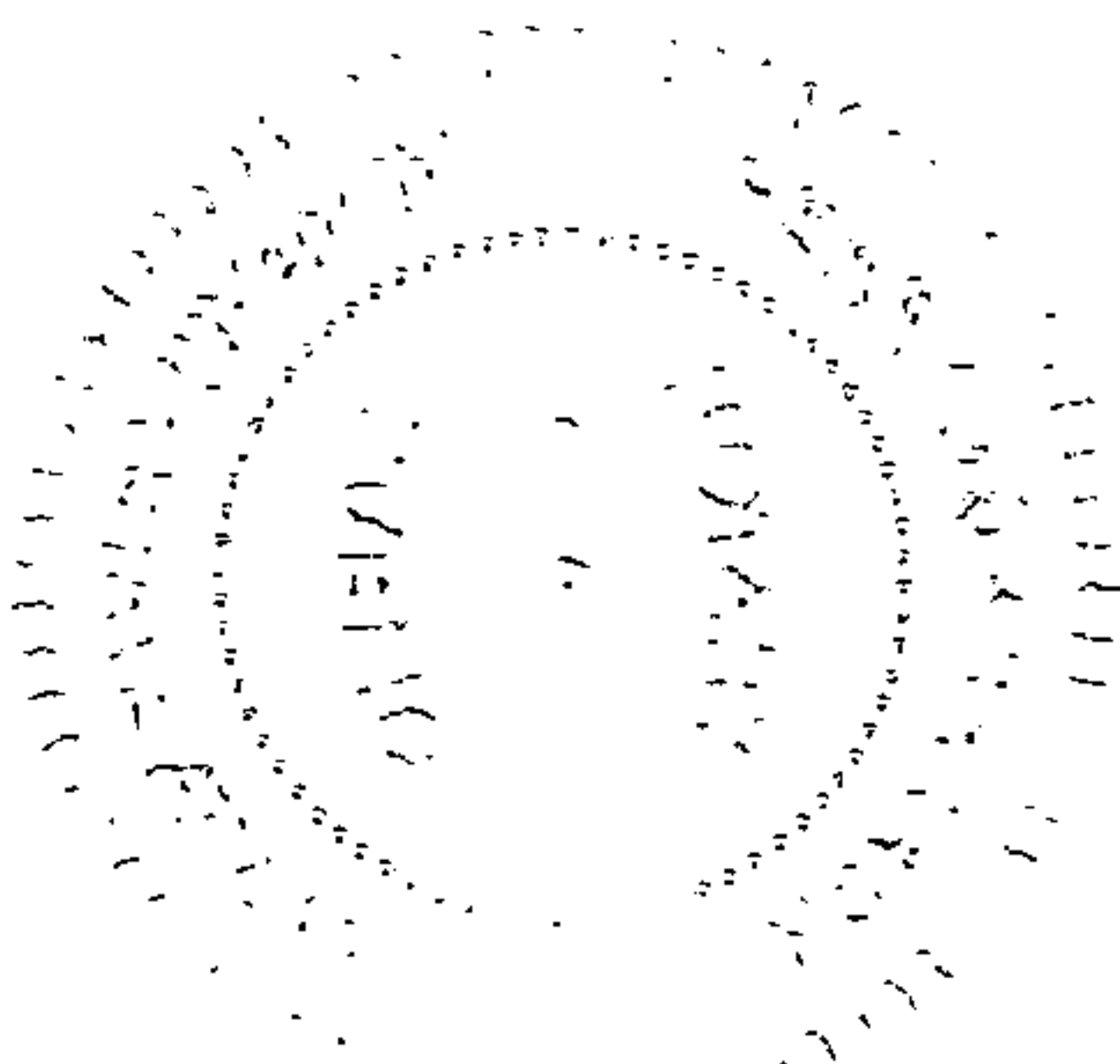



EXHIBIT A

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

COMMENCE 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 the POINT OF BEGINNING, said point also 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 continuing along the last described course, along 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 North 54 degrees 24 minutes 26 seconds East and

leaving said centerline for a distance of 867.04 feet to a railroad spike set in the center of a gravel road, to a point 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, continuing along said centerline for a distance of 136.85 feet; thence North 55 degrees 44 minutes 14 seconds East, continuing along said centerline 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, continuing along said centerline for a distance of 166.57 feet; thence North 76 degrees 02 minutes 37 seconds East, continuing along said centerline for a distance of 139.68 feet; thence North 87 degrees 29 minutes 56 seconds West and leaving said centerline for a distance of 499.18 feet; thence North 00 degrees 28 minutes 55 seconds West a distance of 952.53 feet to the Southerly R.O.W. line of a Norfolk Southern Railroad; said point also being a curve to the left, having a radius of 1963.54 feet, and a chord bearing of South 74 degrees 25 minutes 56 seconds West and a chord distance of 366.31 feet; thence along the arc of said curve and along said R.O.W. line for a distance of 366.84 feet; thence South 69 degrees 40 minutes 22 seconds West and along said R.O.W. line a distance of 1387.34 feet; thence South 00 degrees 32 minutes 59 seconds East and leaving said R.O.W. line a distance of 435.39 feet; thence South 87 degrees 49 minutes 10 seconds West a distance of 995.30 feet; thence South 00 degrees 43 minutes 05 seconds East a distance of 830.78 feet; thence South 43 degrees 35 minutes 05 seconds West a distance of 698.53 feet; thence South 87 degrees 38 minutes 15 seconds West a distance of 839.83 feet; thence South 00 degrees 43 minutes 27 seconds East a distance of 825.55 feet; thence South 87 degrees 43 minutes 25 seconds West a distance of 495.05 feet; thence South 46 degrees 32 minutes 42 seconds East a distance of 689.23 feet; thence South 46 degrees 31 minutes 52 seconds East a distance of 419.55 feet to the POINT OF BEGINNING.

Said Parcel containing 135.28 acres, more or less.



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