

This Instrument Prepared By:

Justin Smithman
173 Tucker RD Ste 201
Idelero, AL 35080

Send Tax Notice To:

S & C Development, LLC
100 Carrington Ln
Calera, AL 35040

STATE OF ALABAMA)
 COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **CAMELLIA MET MINING, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor"), by **S & C DEVELOPMENT, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee its right, title and interest in and to the real estate, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

THIS CONVEYANCE IS MADE UPON THE COVENANT AND CONDITION THAT no right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or from past mining and/or gas or oil producing operations of Grantor, or its assigns, lessees, licensees, grantees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone, aggregate and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, grantees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, for itself and on behalf of its successors and assigns, agrees to accept the Property in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best

Management Practices of the Alabama Department of Environmental Management or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this Deed, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. §5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous substances or waste pursuant to CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best Management Practices of the Alabama Department of Environmental Management, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Without limiting the foregoing, Grantee, by acceptance of this deed, hereby releases Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (collectively, "Grantor Parties"), and agrees to indemnify, defend and hold Grantor Parties harmless, from and against any and all claims, losses, demands, costs, expenses, liabilities, damages and judgments, including personal injury, death or damage to property arising or resulting from, in whole or in part, or in any way connected with (i) the past, current or future use of the Property by Grantee, its successors, assigns or lessees and any person or entity which shall acquire any property interest or right (equitable, beneficial, direct or otherwise) with respect to all or any portion of the Property (collectively, "Grantee Parties") and/or (ii) any and all mining operations or other use of the Property prior to or after the date of this deed, irrespective of whether or not resulting in whole or in part from the negligent acts or negligent omissions of any Grantor Parties or their respective predecessors, successors, assigns, licensees, lessees or contractors including without limitation the existence (now or hereafter) of gob piles, mine shafts, mine entries, other mine structures and surface subsidence.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in Exhibit B attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

Grantor EXPRESSLY EXCEPTS AND RESERVES unto itself, and does not convey to Grantee any subsurface strata including but not limited to all of the coal, lignite, uranium, iron ore, oil, gas and coalbed methane, and any and all other minerals, whether or not similar to the foregoing despite any proximity to the surface of the Property, including without limitation, all stone, limestone, dolomite, sandstone, sand, gravel, clay, red rock and other colored rock, whether currently stockpiled on the surface of the Property or otherwise (collectively, the "Rock"), together with all rights, rights-of-way and easements necessary or convenient to develop and use such property to the fullest extent possible including but not limited to the following: the right to enter the surface of the Property to explore for, drill for, develop, produce, store, and transport the oil and gas, the right to take, mine, quarry, extract, produce, remove, store, and transport all of the coal, Rock, and other minerals and any other strata in or underlying the surface of the Property, the right to backfill, stow, or otherwise fill the voids created by the underground mining of coal in and underlying the Property with solid coal waste, gob, slurry, and other residue from the processing of coal whether mined from the Property or other properties, the right to enter the surface of the Property to drill core holes for coal and Rock exploration purposes, to drill and maintain injection wells, together with drill pads, pipelines and other equipment and infrastructure for the injection of coal waste, gob, slurry, and other residue from the processing of coal, and build shafts for entry, supply drops, ventilation, or otherwise, and the right to exercise all of the foregoing rights without liability for any damage or injury to the surface of the Property, or any waters, water courses, timber, facilities, improvements or anything else thereon or that may be placed thereon in the future. The foregoing rights reserved by Grantor herein expressly includes the right to mine the coal and Rock in and underlying the Property by strip, auger, highwall, quarry, or other surface mining methods. Grantee acknowledges and agrees that if, in the exercise of the foregoing reserved rights, Grantee, or its successors and assigns, cuts and removes timber from the Property, Grantor may be entitled to compensation for such cutting and removal pursuant to that certain Lots or Other Unimproved Land Sales Contract entered into by the parties hereto on March ____, 2021, the terms of which are incorporated herein. To the extent Grantor does not own any of the minerals described herein at the time of this conveyance and hereafter acquires control of any such minerals, whether by lease or in fee, the foregoing surface rights described herein applicable to such minerals shall accrue to and apply to Grantor's after acquired interest in such minerals.

The information below is being provided in accordance with *Code of Ala.* (1975), Section 40-22-1:

Grantor's Name: Camellia Met Mining, LLC
 Mailing Address: 3400 County Road 260
 Alabaster, Alabama 35114

Grantee's Name: S & C Development, LLC
 Mailing Address: 100 Camington LN
 Calera, AL 35040

Property Address: See Exhibit A hereto

Fair Market Value: ~~XXXXXXX~~ \$225,000

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 11 day of March, 2021.

CAMELLIA MET MINING, LLC

By: Brian O'Dea
Brian O'Dea, President and Executive Director

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian O'Dea, whose name as President and Executive Director of Camellia Met 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/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of March, 2021.

[Signature]
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 24, 2024

[SEAL]

My Commission Expires: _____

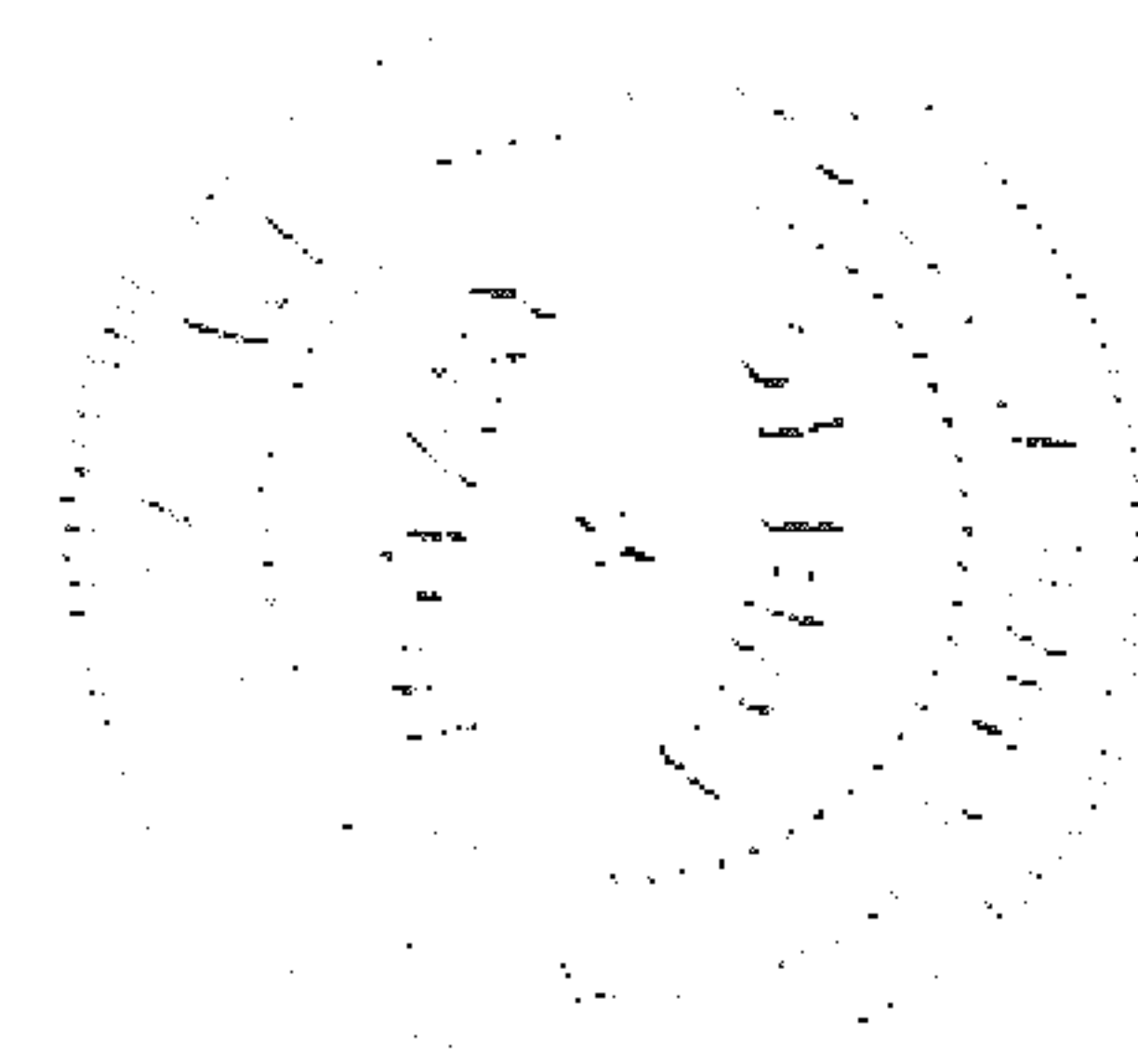


Exhibit A to Statutory Warranty Deed

Legal Description of Property

Parcel 1:

Address: Vacant Land

PIN: 24-5-16-0-000-001.003

A parcel of land being situated in the SE 1/4 and the SW 1/4 of Section 16, Township 21 South, Range 4 West, Shelby County, Alabama., being more particularly described as follows:

COMMENCE at a 3" capped pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 4 West, and run in a Southwesterly direction along the diagonal of said 1/4-1/4 section for a distance of 169.88 feet to the POINT OF BEGINNING, said point being an iron pin set at the intersection of said 1/4-1/4 section and the Northern Bank of Piney Woods Creek thence continue in a Southwesterly direction along the diagonal of said 1/4-1/4 section for a distance of 1685.25 feet to a point, said point being a McGehee Engineering iron pin at the SW corner of the NE 1/4 of the SE 1/4 of said Section 16; thence turn an angle left of 45°58'40" and run in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 of said Section 16 for a distance of 1321.56 feet to a point, said point being the SE corner of the SW 1/4 of the SE 1/4 of said Section 16; thence turn an angle right of 90°55'49" and run in a Westerly direction along the South line of said Section 16 for a distance of 1911.10 feet to a point, said point being an iron pin set at the intersection of the Southeasterly right-of-way line of the Norfolk Southern Railroad and the South line of the SE 1/4 of the SW 1/4 of said Section 16; thence leaving the previously described 1/4-1/4 section line, turn an angle to the right of 123°08'21" and run in a Northeasterly direction along said right-of-way line of Norfolk Southern Railroad for a distance of 1634.86 feet to a point, said point being an iron pin set at the point of beginning of a curve to the right having a radius of 1382.69 feet and a central angle of 11°07'47" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 268.59 feet; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 429.32 feet to a point, said point being an iron pin set at the point of beginning of a curve to the left having a radius of 1578.16 feet and a central angle of 6°44'58" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 185.89 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 303.71 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 587.27 feet and a central angle of 41°24'33" thence run in a Northeasterly direction along the arc of said curve and said right-of-way for a distance of 423.92 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way One for a distance of 133.44 feet to a point, said point being an iron pin set at the intersection of the previously described right-of-way line and the Northern Bank of Piney Woods Creek; thence leaving said right-of-way line, run in a Southwesterly direction, thence a Southeasterly direction, thence an Easterly direction, thence a Northeasterly direction, thence a Southeasterly direction, thence a Northeasterly direction, thence an Easterly direction along said

Northern Bank of Piney Woods Creek for a distance of 1142 feet more or less, to the POINT OF BEGINNING.

Parcel 2:

Address: Vacant Land

PIN: 24-5-16-0-000-001.003

A parcel of land being situated in the SE 1/4 and the SW 1/4 of Section 16, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 16, Township 21 South, Range 4 West, and run in a Westerly direction along the North line of said 1/4-1/4 section for a distance of 970.58 feet to the POINT OF BEGINNING, said point being an iron pin set at the intersection of the North line of said 1/4-1/4 section and the Northern Bank of Piney Woods Creek thence continue in a Westerly direction along said 1/4-1/4 section line for a distance of 367.34 feet to a point, said point being a 3" capped pipe at the NE corner of the NW 1/4 of the SE 1/4 of said Section 16; thence turn an angle to the left of 1°08'14" and continue in a Westerly direction along the North line of the NW 1/4 of the SE 1/4 for a distance of 1313.81 feet to a point, said point being an iron pin set at the NW corner of the NW 1/4 of the SE 1/4 of said Section 16; thence turn an angle left of 90°47'32" and run in a Southerly direction along the West line of the previously described 1/4-1/4 section for a distance of 1316.76 feet to a point, said point being an iron pin set at the NE corner of the SE 1/4 of the SW 1/4 of said Section 16; thence turn an angle right of 45°33'50" and run in a Southwesterly direction along the diagonal of the previously described 1/4-1/4 section for a distance of 1855.48 feet to a point, said point being a 3" capped pipe at the SW corner of said 1/4-1/4 section; thence leaving said diagonal of said 1/4-1/4 section turn an angle left of 134°47'53" and run in an Easterly direction along the South line of said 1/4-1/4 section for a distance of 619.46 feet to a point, said point being an iron pin set at the intersection of said South line of said 1/4-1/4 section and the Northwesterly right-of-way line of the Norfolk Southern Railroad; thence leaving said South line of said 1/4-1/4 section, turn an angle to the left of 56°51'39" and run in a Northeasterly direction along said right-of-way line for a distance of 1700.14 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 1482.69 feet and a central angle of 11°07'47" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 288.02 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 429.32 feet to a point, said point being an iron pin set at the beginning of a curve to the left having a radius of 1478.16 feet and a central angle of 6°44'56" thence run in a Northeasterly direction along the arc of said curve and along said right-of-way for a distance of 174.11 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction along said right-of-way line for a distance of 303.71 feet to a point, said point being an iron pin set at the beginning of a curve to the right having a radius of 687.27 feet and a central angle of 41°21'33" thence continue along the arc of said curve and along said right-of-way for a distance of 496.11 feet to a point, said point being an iron pin set; thence continue tangent from said curve and run in a Northeasterly direction for a distance of 222.66 feet to a point, said point being an iron pin set at the intersection of said right-of-way line and the Northern Bank of Piney Woods Creek; thence leaving said right-of-way line, run in a Northeasterly direction along said

Northern Bank of Piney Woods Creek for a distance of 20 feet, more or less, to the POINT OF BEGINNING.

Parcel 3:

Address: Vacant Land

PIN: 24-5-15-0-000-003.000
24-5-16-0-000-001.001

The Northwest Quarter of the Southwest Quarter of Section 15, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The South one-half of the Southwest Quarter of Section 15, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The Southeast Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

The southeast Diagonal one-half of the Northeast Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 4 West, situated in Shelby County, Alabama.

Parcel 4:

Address: Vacant Land

PIN: 24-7-25-0-000-002.001
PIN: 24-7-26-0-000-001.002

Part of the W 1/2 of the NW 1/4 and of the W 1/2 of the NW 1/4 of the SW 1/4 of Section 25 and part of the E 1/2 of the NE 1/4 of Section 26, all in Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 26 being an old 2.5 inch pipe, that has the top capped piece rusted off, and run S 0°17'52" E, along the East line of Section 26, 906.56 feet to the Point of Beginning of the herein described property; thence run S 33°36'32" E, 253.88 feet; thence run S 28°43'04" E, 532.85 feet; thence run S 13°57'03" E, 1128.89 feet to the East line of the W 1/2 of the NW 1/4 of the SW 1/4 of said Section 25; thence run S 68°14'54" W, 333.95 feet; thence run N 22°04'22" W, 407.90 feet; thence run N 19°36'57" W, 1408.06 feet; thence run N 54°04'42" E, 330.24 feet to the Point of Beginning. Said described property contains 17.173 acres.

Parcel 5:

Address: Vacant Land

PIN: 24-7-26-0-000-001.001

Part of the NE 1/4 of Section 26, Township 21 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the NE corner of said Section 26, being an old 2.5 inch pipe,

that has the top capped piece rusted off, and run S 0°17'52" E, along the East section line, 1318.54 feet to a calculated position for the NE corner of the SE 1/4 of the NE 1/4; thence run S 89°36'28" W, along the North line of the SE 1/4 of the NE 1/4, 613.93 feet to the Point of Beginning of the herein described property; thence run S 29°12'10" W, 634.07 feet; thence run S 48°32'57" W, 721.13 feet; thence run N 58°13'48" W, 320.00 feet; thence run N 36°15'59" E, 307.41 feet; thence run N 39°52'25" E, 1084.29 feet; thence run S 61°15'51" E, 320.00 feet; thence run S 29°12'10" W, 73.08 feet to the Point of Beginning. Said described property contains 12.338 acres.

Permitted Encumbrances

1. Access & License Agreement dated April 14, 2020 entered into by and between Yeshic, LLC and Camellia Met Mining, LLC
2. Right of Entry Agreement between Grantor, Grantee and S&M Development LLC dated July 15, 2020, as amended by First Amendment to Right of Entry Agreement dated October 26, 2020, and Second Amendment to Right of Entry Agreement of even date herewith
3. Powerline Easement Agreement entered into between Grantor and Grantee of even date herewith
4. Hunting Rights Lease dated October 15, 2019, between Spears Hunting Club, LLC and Camellia Met Mining, LLC
5. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records
7. Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property
8. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records
9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records
10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records
11. Right of Way to Alabama Power Company as recorded in Instrument No. 20160926000350060 in the Probate Office of Shelby County, Alabama
12. Memorandum of Coal Mining Lease Agreement dated April 20, 2017, between Alabama Property Company and Southern Electric Generating Company and Jesse Creek Mining, LLC, as recorded in Instrument No. 20170502000151310 in the Probate Office of Shelby County, Alabama
13. Declaration of Restrictive Covenants as recorded in Instrument No. 20171127000424290 in the Probate Office of Shelby County, Alabama
14. Reservations, Conditions, Easements, Leases, Exceptions, Mineral and Mining Rights and Release of Damages as contained in that certain deed from United States Steel Corporation to Jesse Creek Mining,

LLC, as recorded in Instrument No. 20140507000137980 in the Probate Office of Shelby County, Alabama

15. Amendment to that Certain Lease as recorded in Instrument No. 20200820000361500, in the Probate Office of Shelby County, Alabama

16. Amendment to that Certain Lease as recorded in Instrument No. 20181116000405350, in the Probate Office of Shelby County, Alabama

17. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto as recorded in Instrument No. 2000-4451, said deed being corrected and re-recorded in Instrument No. 2001-21744; deed recorded in Instrument No. 1997-09552, said deed being corrected and re-recorded in Instrument No. 1998-8745; along with clarification deed as recorded in Instrument No. 2008031800011160, and any damages relating to the exercise of such rights or the extraction of such minerals, in the Probate Office of Shelby County, Alabama

18. Release of Oil and Gas Agreement as recorded in Book 57, Page 894, in the Office of the Probate Judge of Shelby County, Alabama

19. Memorandum of Coal Bed Methane Gas Lease executed by Kimberly-Clark Corporation, Lessor, with CDX Sequoya, LLC and CDX Gas, LLC and CD Exploration, Inc., Lessee, dated November 29, 2004 and filed in Instrument No. 20050303000100950; 1st amendment recorded in Instrument No. 20061201000585020 Ratification recorded in Instrument No. 20070410000163750 and 3rd Amendment as recorded in Instrument No. 20100202000031750

20. Memorandum of Coal Bed Methane Gas Lease executed by Bowater Alabama, Inc., Lessor, and CDX Sequoya, LLC, Lessee, dated October 12, 2004 and recorded in Instrument No. 20050303000100960; 1st Amendment recorded in Instrument No. 20070420000185010; 2nd Amendment as recorded in Instrument No. 20070521000234610 and 3rd Amendment as recorded in Instrument No. 20081121000446590, in said Probate Office

21. Assignment of certain rights in the Oil and Gas Leases by CDX Sequoya, LLC, Assignor, and W. Ray Wallace, Assignee, as recorded in Instrument No. 20051028000562400, in said Probate Office

22. Memorandum of Coal Bed Methane Gas Lease executed by Alabama Power Company and Southern Electric Generating Company, Lessor, and CDX Sequoya, LLC, Lessee, dated December 7, 2004 and recorded in Instrument No. 20050323000131220; 5th Amendment as recorded in Instrument No. 20070521000234630 and 6th Amendment as recorded in Instrument No. 20070521000234620, in said Probate Office

23. Terms, conditions, restrictions, rights, and obligations as set out in the Memorandum of Operating Agreement dated September 28, 2005 and recorded in Instrument No. 20051103000573110, in said Probate Office

24. Terms, conditions, restrictions and reservations of the unrecorded agreement dated August 15, 2006 as set forth in the Partial Assignment by CDX Gas, LLC, CDX Sequoya, LLC, CD Exploration, Inc. and W. Ray Wallace, as assignors, and GeoMet, Inc., as Assignee, said assignment grants the assignee certain rights in and to the Leases, as set out in instrument recorded in Instrument No. 2006121500061170, in said Probate Office

25. Coalbed Methane Lease No. 44 dated August 28, 2006 by and between the State of Alabama, Department of Conservation and Natural Resources, Lessor, and GeoMet, Inc. as set out in instrument

recorded as Instrument No. 20061221000622670, in said Probate Office

26. Coalbed Methane Lease No. 44 dated August 28, 2006 by and between the State of Alabama, Department of Conservation and Natural Resources, Lessor, and GeoMet, Inc. as set out in instrument recorded as Instrument No. 20061221000622680, in said Probate Office

27. Surface Use Agreement by and between John Hancock Life Insurance Company and Hawaii ERS Timberland, LLC, grantor, and GeoMet, Inc., grantee, dated March 26, 2007, and recorded in Instrument No. 20070427000195440, in said Probate Office

28. Partial Assignment agreement dated January 30, 2007, by and between CDX Bishop Creek, LLC, assignor, and GeoMet, Inc. as recorded in Instrument No. 20070301000092610, in said Probate Office

29. Partial Release as recorded in Instrument No. 20070521000234350 and Full Release as recorded in Instrument No. 20100624000199840, terminating and releasing any and all of its timber cutting rights, rights of first offer and other rights relating to the Property as previously set out in deeds recorded in Instrument No. 2000-04451 and Instrument No. 2001-21744

30. Terms, conditions, rights, easements, right of ingress and egress all as set out in that certain Surface Use Agreement dated May 11, 2007, by and between Hope Coal Company, Inc., grantor, and GeoMet, Inc., grantee, as recorded in Instrument No. 20080208000054520, in said Probate Office

31. Partial Assignment as set out in agreement dated January 30, 2007, by and between CDX Bishop Creek, LLC, assignor, and GeoMet, Inc., assignee, as recorded in Instrument No. 20080208000054530, in said Probate Office

32. Reservations, Conditions, Easements, Leases, Exceptions, Mineral and Mining Rights and Release of Damages as contained in that certain deed from Southern Electric Generating Company to Jesse Creek Mining, LLC recorded in Instrument No. 20180326000097530, in the Probate Office of Shelby County, Alabama

33. Easement for Road and Gas and/or Water Line Over Portion of SEGCO Lands in favor of GEOMET, INC., dated 03/14/2005, as recorded in Instrument No. 20060422000192570, in the Probate Office of Shelby County, Alabama

34. Assignment, Bill of Sale and Assumption Agreement in from Calera Gas, LLC, as Assignor in favor of Calera Gathering, LLC as Assignee as recorded in Instrument No. 20090724000345550, in the Probate Office of Shelby County, Alabama

35. Resolution to vacate roadway as recorded in Instrument No. 20020611000275430, in the Probate Office of Shelby County, Alabama

36. Easement set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company, dated 10/08/1958, as recorded in Book 196, Page 161, in the Probate Office of Shelby County, Alabama

37. Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company, dated 10/08/1958, as recorded in Book 196, Page 161, in the Probate office of Shelby County, Alabama

38. Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric

Generating Company, dated 09/27/1960, as recorded in Book 211, Page 648, in the Probate office of Shelby County, Alabama

39. Subject to reservations set forth in deed from Kimberly-Clark Corporation to Southern Electric Generating Company, dated 11/06/1964, as recorded in Book 357, Page 826, in the Probate Office of Shelby County, Alabama

40. Land Exchange Agreement between Southern Electric Generating Company and Kimberly-Clark Corporation, dated 06/01/1989, as recorded in Deed Book 264, Page 446, in the Probate Office of Shelby County, Alabama

41. Remaining reclamation and abandonment procedure access rights of lessee pursuant to that certain Property and Mining Lease Termination, dated February 28, 2018, by and between the Company, as Lessor, and Twin Pines, LLC, or its subsidiary Yeshic, LLC, and assignee of twin Pines Coal Company, Inc., as tenant

42. Easement or Right of Way granted to Southern Electric Generating Company to Southern Railway Company, dated June 7, 1963, and recorded in Book 532, at Page 1245, in the Probate Office of Shelby County, Alabama

43. Agreement regarding Mineral Lease as recorded in Instrument No. 20170607000200070, in the Probate Office of Shelby County, Alabama

44. Coal Mining Lease as recorded in Instrument No. 20170502000151300, Amended in Instrument No. 20180326000097550, in the Probate Office of Shelby County, Alabama

45. Right of Way to Alabama Power Company as recorded in Instrument No. 20180607000201650 in the Probate Office of Shelby County, Alabama

46. Mineral Lease as recorded in Instrument No. 20170607000200060, in the Probate Office of Shelby County, Alabama

47. Right of Way as recorded in Instrument No. 20200806000335270, in the Probate Office of Shelby County, Alabama

48. Access easement as recorded in Instrument No. 20200716000298050 and Instrument No. 20200731000324, in the Probate Office of Shelby County, Alabama

49. Amendment to that certain lease as recorded in Instrument No. 2020080000361490, in the Probate Office of Shelby County, Alabama

50. Rights of tenants in possession pursuant to unrecorded leases, as tenants only

51. Title to any portion of Property lying within the bounds of any public roads

52. Title to any portion of Property lying within the bounds of any rail roads

53. Riparian rights associated with any rivers, creeks, streams, lakes or any other bodies of water bordering or traversing subject property under applicable State and/or Federal Law

54. Grantor acknowledges and agrees that Parcel 4 and 5 may not have legal means of egress and ingress

4826-1489-2255.v1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/15/2021 09:47:22 AM
\$280.00 CHERRY
20210315000127270

Allen S. Bayl