

This Instrument Prepared By:

Justin Smith
173 Tucker Rd Ste 201
Helena, AL 35890

Send Tax Notice To:

S & M Development, LLC
100 Corrington Ln
Calera, AL 35840

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 & M DEVELOPMENT, LLC**, an Alabama limited liability company, and **MICHAEL D. NICHOLS** (hereinafter collectively 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 deed is executed and delivered pursuant to and in accordance with that certain Lots or Other Unimproved Land Sales Contract as modified by that certain Addendum "B" to Lots or Other Unimproved Land Sales Contract dated July 8, 2021, between Grantor and Grantee (collectively, the "Purchase Agreement"). **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. 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.

This deed and the Property are delivered and conveyed herein subject to Grantor's reservation of an option for a period of five (5) years from the date hereof to acquire a perpetual easement over and across the Property, the terms and conditions of which are more particularly set forth in the Purchase Agreement and are hereby incorporated herein by this reference.

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 & M Development, LLC
Michael D. Nichols
Mailing Address: 100 Carrington Ln
Calera, AL 35090

Property Address: See Exhibit A hereto

Fair Market Value: \$38,866.50

[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 8 day of July, 2021.

CAMELLIA MET MINING, LLC

By: [Signature]
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 8 day of July, 2021.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 1/6/25

JUSTIN SMITHERMAN
Notary Public, Alabama State At Large
My Commission Expires Jan. 6, 2025

Exhibit A to Statutory Warranty Deed

Legal Description of Property

A tract of land located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, township 21 South, Range 4 West, Shelby County, Alabama, described as follows:

That part lying in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 29.

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 29.

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$

That part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 29.

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$

That part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 29.

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$

Containing 50 acres, more or less, less and excepting Shelby County Road # 270.

Exhibit B to Statutory Warranty Deed

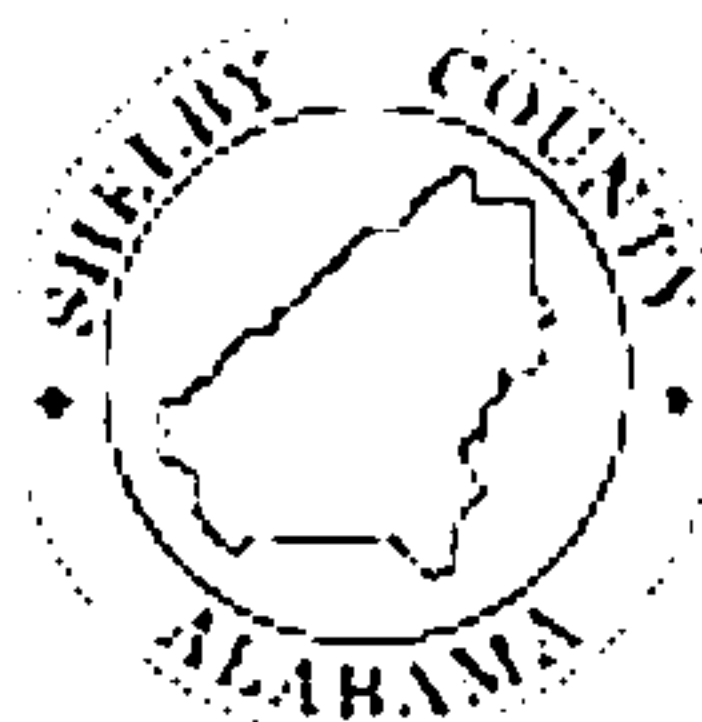
Permitted Encumbrances

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by a current accurate and complete survey or inspection of the Property, including but not limited to, liens, encumbrances, easements, claims of easements, rights-of-way, rights of access of others, utility lines, boundary line disputes, overlaps, gaps, gores, encroachments, public or private roads, highways, cemeteries, improvements, structures, and/or railroads. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
3. Subject to rights of parties in and to the existing railroads and roadways across subject property.
4. Deed from Excelsior Coal Company to Briarfield, Blocton & Birmingham Railway Company, dated September 5, 1889, recorded in Book 12, Page 249.
5. Right of way to Alabama Power Company as recorded in Instrument # 1997-2631.
6. Conveyance on mineral interests, as that term is defined within the recorded document, from United States Steel Corporation to RGGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2004-14856 and Instrument #2004-14857.
7. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2004-14860.
8. Agreement to Grant Easements between United States Steel Corporation and RGGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2012-46491.
9. Restrictions, conditions, limitations, reservation of mineral interest and release of damages as contained in that deed from United States Steel Corporation to Camellia Met Mining, LLC.

The following exceptions are evidenced by unrecorded documents as contained in the records of United States Steel:

1. Right of way to Southern Electric in CC448.
2. Right of way to Shelby County dated 6/1/1958 in B13499.
3. Right of way to Alabama Power Company dated 1/28/1974 in CA4259-A.
4. Right of way to Oak Mountain Energy Corporation dated 3/6/1996 in B15153.
5. Right of way to Tacoa Mining LLC dated 5/12/2004 in B16012.

4832-9971-3057.v1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/08/2021 11:52:25 AM
\$76.00 BRITTANI
20210708000331340

Allen S. Bayl