

STATE OF ALABAMA

TUSCALOOSA COUNTY

SURFACE COAL MINING LEASE

THIS LEASE, made and entered into on the 14th day of May, 2015, by and between Randall E. Crawford, Dennis N. Crawford and Gene E. Crawford, all individuals, (hereinafter called the "Lessor") and Cahaba Resources, L.L.C., an Alabama limited liability company, (hereinafter called the "Lessee").

WITNESSETH:

1. That the Lessor, in consideration of the rents and royalties to be paid and the covenants and conditions to be kept and performed, as herein named, by the Lessee, does hereby let, demise, and lease unto the Lessee the following tract or parcel of land, sometimes referred to in this Lease as the "premises", situated in the County of Tuscaloosa, State of Alabama, and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCED AS IF SET OUT FULLY AT THIS POINT

for an initial term of three (3) years and automatically extended for another three (3) years provided Lessee is actively mining the premises. The Lessor's interest in this property is leased to the Lessee for the purpose of removing, mining and recovering economically mineable coal by the strip mining method only, which is located in or under the tracts of land above described, in whatsoever seam or seams such coal is found. Lessee shall mine said coal in a good and workmanlike manner so that there will no needless loss or waste.

2. PRODUCTION ROYALTY. Lessee agrees and promises to pay to Lessor a production royalty of 10% of the gross sales price of all merchantable coal removed from the premises, f.o.b. the loading point. Such royalties shall be paid in monthly installments on or before the 30th of each

month for all royalties due for coal so recovered and sole during the preceding calendar month. Royalty payments shall be sent directly to the individual Lessor. Lessee shall attach a monthly summary identifying all daily coal sales for that month including the daily tonnage, coal purchaser, price per ton FOB.

3. **METHOD OF PAYMENT.** Duplicate copies of all freight bills of lading, invoices, truck record weight tickets payment vouchers either delivered by or to Lessee to third parties shall be submitted to Randall E. Crawford, Post Office Box 122, Vance, Alabama 35490, upon written request. Statements verified by affidavit from the Lessee shall accompany each remittance, stating and showing the amount of coal mined and sold during the previous month or months.

4. **DUTY TO SUPPORT AND GRADE.** The Lessee shall owe the Lessor the duty to support and grade and the requirements under the laws, rules and regulations of the United States of America and the State of Alabama Surface Mining Commission shall be complied with insofar as the duty of grade, support and reclamation. Furthermore, Lessee agrees to plant the reclaimed land in pine trees and comply with all reclamation rules and regulations. Lessor agrees to execute any and all documents to facilitate the leasing of the premises, including but not limited to executing any consent to the Alabama Surface Mining Commission.

5. **TIMBER.** The Lessee shall be permitted to remove merchantable timber and shall have the right to market or dispose of the aforesaid timber as may be necessary in the conduct of mining operations hereunder pursuant to the conditions set forth hereinabove. Lessee will have timber removed at Lessee's sole discretion as to value and remit proceeds to Lessor.

6. **TAXES.** Lessor agrees to pay all ad valorem taxes on the land so demised which may be assessed or become due against the lands and the improvements, placed thereon by the Lessor. The Lessee agrees to pay all State and Federal taxes, general and special, on the coal product thereof, or any personal property at the mine site, from and after the date hereof, during the continuance of the Lease, and at the termination of the Lease, agrees to quietly and peacefully surrender the possession of the land and premises to the Lessor.

7. ASSIGNMENT. There may be subletting or underletting, assignment of this lease or change of the parties thereto with the written consent and concurrence beforehand of the Lessor, which permission shall not be unreasonably withheld. Lessor shall be advised and notified of any such changes in writing. Lessee will remain responsible for the contents of the Lease in the event said Lease is assigned unless Lessor specifically relieves Lessee of all responsibilities under this Lease by accepting the assignor as the party primarily responsible for the contents of the Lease.

8. LESSEE'S RIGHT TO USE SURFACE. Lessee shall have the right to construct roads and use the land for operating purposes, provided, however, the use of the land for planting timber shall not be unnecessarily disturbed. Lessee shall have the right to remove its equipment at the termination of the Lease, or the termination of any extension hereunder, provided all payments hereunder as to rental and royalties have been paid in full, and all covenants and agreements of the Lessee have been kept.

9. LESSOR'S USE OF SURFACE AND OTHER MINERALS. It is expressly agreed that Lessor shall retain the possession and use of the surface of said real estate before and after the coal is removed; provided, however, that such possession and use shall not be inconsistent with the rights granted Lessee hereunder. Lessor reserved oil, gas, methane gas and other mineral rights, other than strippable coal. Lessor specifically agrees that it will not execute any oil or gas lease or exploration for oil or gas lease, which will interfere with, hinder or impede the striping of the coal on the premises leased.

10. LESSEE'S COVENANTS, DEFAULT. Lessee covenants that it will conduct its mining operation in a workmanlike manner, that it will hold Lessor harmless from any claims, losses, damages, costs or expenses and shall furnish Lessor a Certificate of Insurance naming Lessor as an insured party for operations conducted on his property, made against Lessee or its authorized agents. Lessee shall carry workmen's compensation and liability insurance to cover such. Lessee further agrees that it will keep accurate accounts and suitable books at its office showing all coal mined, removed and sold from said premises, and that Lessor shall have the right at all reasonable times to inspect such books and records for the purpose of checking and verifying the amount of any coal

upon the lands by the Lessee, then the Lessee, within three (3) months after written notice, much remove all such property from the premises, not including the buildings, or failing therein, shall forfeit to the Lessor for such other damages as Lessor may sustain by reason of such failure to remove the property. But it is agreed that all buildings (other than moveable steel buildings) upon the lands shall become the property of the Lessor upon the termination of the lease.

15. NO RECORDING OF LEASE. This Lease shall not be recorded without the express written consent of Lessee. However, should Lessee desire to record evidence of this Lease in order to put third parties on notice of its existence, Lessee shall notify Lessors in writing and Lessors shall provide Lessee with a "Short Form" or "Memorandum" of this Lease for recording purposes only. The recording costs shall be the sole responsibility of the Lessee.

16. ENTIRE CONTRACT. It is further expressly provided and agreed that the Lease states the entire consideration for each and all of the rights and privileges therein granted as a whole and the parties agree shall the provisions hereof are mutual.

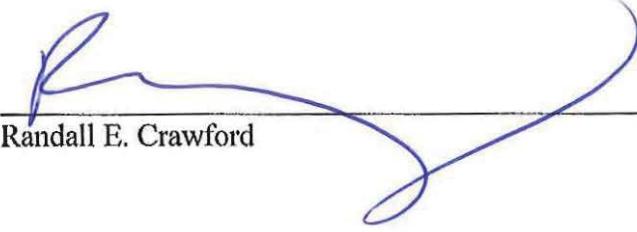
Lessor: Randall E. Crawford
Post Office Box 122
Vance, Alabama 35490

Dennis N. Crawford
16495 Highway 11 North
Vance, Alabama 35490

Gene E. Crawford
16237 B&L Road
Cottondale, Alabama 35453

Lessee: CAHABA RESOURCES, L.L.C.
ATTN: Randy Crawford
P.O. Box 122
Vance, AL 35490

In testimony whereof, the Lessor and Lessee have hereunto signed and executed this Lease as of the date and year first above written.



Randall E. Crawford

STATE OF ALABAMA)

;

TUSCALOOSA COUNTY)

;

I, the undersigned, a notary public in and for said county in said state, hereby certify that Randall E. Crawford, 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, executed the same voluntarily.

Given under my hand and official seal this 14 day of MAY, 2015.

[NOTARIAL SEAL]



Alisa Wyers

Notary Public

My commission expires: 10-15-2016



Dennis N. Crawford

STATE OF ALABAMA)

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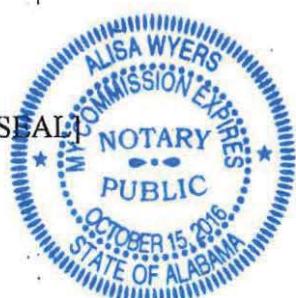
TUSCALOOSA COUNTY)

;

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dennis N. Crawford, 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, executed the same voluntarily.

Given under my hand and official seal this 14 day of MAY, 2015.

[NOTARIAL SEAL]



Alisa Wyers

Notary Public

My commission expires: 10-15-2016

Gene E. Crawford

Gene E. Crawford

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
:
)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gene E. Crawford, 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, executed the same voluntarily.

Given under my hand and official seal this 14 day of MAY, 2015.

[NOTARIAL SEAL]



Alisa Wyers

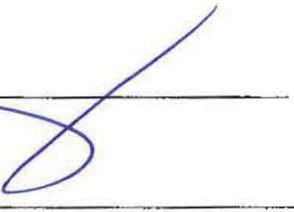
Notary Public

My commission expires: 10-15-2016

LESSEE:

CAHABA RESOURCES, L.L.C.

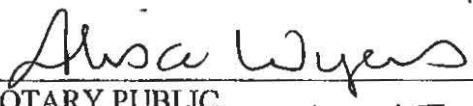
By: 

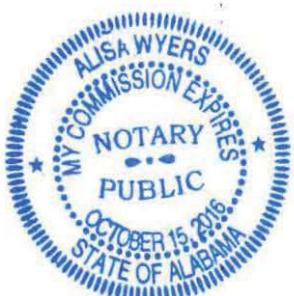
Its: Manager 

STATE OF ALABAMA)
:)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Randall E. Crawford, whose name is signed to the foregoing Surface Coal Mining Lease as Manager of Cahaba Resources, L.L.C., a limited liability company, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Surface Coal Mining Lease, he, as said officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 14 day of MAY, 2015.


NOTARY PUBLIC
My Commission Expires: 10-15-2016



radius of 7814.49 feet, a distance of 333.22 feet to a point which is 175 feet southerly of and right angles to project centerline at P. C. Station 167+74.24; thence westwardly along a bearing of S 09° 00' W, parallel to project centerline a distance of 224.24 feet to a point which is 175 southerly of and at right angles to project centerline at Station 165+50; thence northwesterly, along a straight line a distance of 153 feet, more or less, to a point on the present south right of way line of Alabama Highway #216, said point being southerly of and right angles to project centerline at Station 164+00; thence northeastwardly, along the present southeast right of way line of Alabama Highway 216, crossing project centerline at approximate Station 166+53, a distance of 585 feet, more or less, to the point of beginning.

Said parcel of land being situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 34, Township 20-S, Range 8-W and containing 5.47 acres, more or less, in addition to the said existing right-of-way.

Temporary Easement No. 1: Begin at a point which is 175 feet southerly of and right angles to a point on project centerline tangent to curve at Station 168+50; thence southwardly, parallel to project centerline, along a curve to the left, concave northerly, having a radius of 7814.49 feet, a distance of 102.29 feet to a point which is 175 feet southerly of and at right angles to a point on project centerline tangent to curve at Station 169+50; thence southerly, along a straight line a distance of 75 feet to a point which is 250 feet southerly of and right angles to a point on project centerline tangent to curve at Station 169+50; thence westwardly, parallel to project centerline, along a curve to the right, concave northerly having a radius of 7889.49 feet, a distance of 109.27 feet to a point which is 250 feet southerly of and right angles to project centerline at Station 168+50; thence northerly, along a straight line a distance of 75 feet to the point of beginning.

Said temporary easement being situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 34, Township 20-S, Range 8-W, and containing 0.17 acre, more or less.

Said temporary easement to extend from the date of the execution of this conveyance until the completion of the project, at which time all rights temporarily conveyed herein shall revert to the grantor or his assigns.

Temporary Easement No. 2: Begin at a point which is 175 feet northerly of and right angles to a point on project centerline tangent to curve at Station 170+00; thence northerly, along a straight line, a distance of 50 feet to a point which is 225 feet northerly of and at right angles to a point on project centerline tangent to curve at Station 170+00; thence northerly, parallel to project centerline, along a curve to the left, concave northerly, having a radius of 7414.49 feet, a distance of 97.05 feet to a point which is 225 feet northerly of and at right angles to a point on project centerline tangent to curve at Station 171+00; thence southerly along a straight line a distance of 50 feet to a point which is 175 feet northwardly from and right angles to a point on project centerline tangent to curve at Station 171+00; thence westwardly, parallel to project centerline, along a curve to the right, concave northerly, having a radius of 7464.49 feet, a distance of 97.71 feet to the point of beginning.