

ADDENDUM TO AUCTION REAL ESTATE PURCHASE AGREEMENT
SURFACE LEASE

THIS SURFACE LEASE, (the "Lease"), made and entered into this 14 day of November 2025, by and between _____, whose address is _____, hereinafter referred to as "**LESSOR**", and **Bellwood Corporation and/or Wilcox Industries**, a West Virginia corporation, with its principal office located at 302 S. Jefferson Street, Roanoke, Virginia, hereinafter referred to as "**LESSEE**".

WITNESSETH

That for and in consideration of the covenants contained herein and the payments to be made hereunder, Lessor does hereby agree to lease unto the Lessee, and Lessee does hereby agree to lease from Lessor, its successors and assigns, all right, title, and interest to the surface of that certain tract of land situated in Fayette, Raleigh, and/or Summers County **(Circle/Strikethrough)**, West Virginia, as referenced on Exhibit A and made part of this Lease and also references as Auction Tract Number _____ (Refer to Exhibit A for Acreage Tax Parcel Number) on the records of Fayette, Raleigh, and Summers County **(Circle/Strikethrough)**, West Virginia, and hereinafter referred to as the "Premises", and hereby grants to Lessee the exclusive rights set forth herein, including all right, title and interest, if any, in that certain tract of surface for the removal of coal as set forth in Section One located upon the "Premises". This Lease effective upon the recordation of this conveyance at closing as described in attached Purchase Agreement.

Lessor and Lessee further covenant and agree as follows:

SECTION ONE: RIGHTS

1.1 Lessor further grants unto Lessee, its successors and assigns, agents, representatives and contractors, the exclusive right to enter upon the Premises at all times and to use such portion of the surface thereof as may be reasonably necessary to mine, process, transport and remove by modern mining methods, including but not limited to surface, underground, highwall and auger mining, from the Premises all seams of coal underlying the Premises, together with all the rights, privileges, licenses and easements necessary, incident, or in any manner appertaining to the proper prosecution of the business of mining, processing,

transporting, and removing said seams of coal from the Premises, and also the right to build and utilize roads on said Premises for the purpose of transporting said seams of coal across and from the Premises and other tracts of land, and the right to occupy so much of the surface of said Premises as may be reasonably necessary for mining, processing and transporting said seams of coal from the Premises, and the right to erect on said Premises, such buildings, structures, fixtures, and any other improvement, including but not limited to construction of power lines, communication lines, water wells, sedimentation ponds, hollow fills, stockpiles of minerals, overburden tailings, spoils or other waste material, leaching ponds, pipelines, and all other structures that may be necessary or convenient to the mining operations and any other improvements as may be necessary or incident to the proper prosecution of the business of mining, together with the processing and transporting said seams of coal from the Premises. It is understood and agreed that the rights hereinbefore mentioned are in enlargement and not in restriction of the rights incidental to the ownership of said coal.

1.2 The right to mine, remove and transport coal and deposit waste products originating from said Premises and across the surface of the Premises through the Premises, by any means whatsoever free of wheelage or other charge. The right to conduct the mining operations in conjunction with operations on other lands as a single operation, without regard to property lines, other than in regard to the payment of royalties, and, in particular, to exercise all rights granted hereby in connection with mining from other tracts.

1.3 It is agreed that this Lease is not intended, nor shall it be construed as restricting, affecting or waiving any rights of any owner of any coal or other materials or minerals, in, on or under the premises, belonging to them by virtue of any deed or other conveyance heretofore executed.

1.4 It is further agreed and understood by the parties that the Lessee shall have the right to commence the exercise of any of the rights granted herein or to resume the exercise of said rights should they be halted or suspended subsequent to the commencement thereof, at any such time as Lessee may elect, at its sole discretion, and any delay in so doing shall not affect the validity of this Lease; it is further agreed and understood by the parties

that Lessee shall not be required or obligated to mine, process, transport, and remove any specified quantity of coal.

SECTION TWO: TERM

2.1 The primary term of this Lease shall be for a period of ninety-nine (99) years from the date hereof.

2.2 Lessee shall have the right to enter the Premises after the termination of this Lease for the purpose of conducting any reclamation activities required by law. Lessor shall not in any way or at any time interfere with or take any action inconsistent with Lessee's reclamation activities or responsibilities on the Premises including the prohibition of any equipment or workers necessary to reclaim said Premises contained in Lessee's mining permit.

SECTION THREE: CONSIDERATION

3.1 As full and complete compensation for all rights granted herein, and for all damages to the Premises arising from the exercise by Lessee of the rights granted herein, Lessee shall pay to Lessor for each net ton of clean coal mined, removed and sold from the Premises by any mining method, the sum of One Dollar (\$1.00) per ton.

SECTION FOUR: PAYMENT

4.1 Consideration due hereunder shall be calculated and paid based on the weight of clean coal mined and removed from the Premises and shall be determined by certified scale weights (Tonnage).

4.2 All Tonnage Payments shall be due by the twenty-fifth (25th) day of the calendar month following the month in which the coal was mined and removed from the Premises.

4.3 Payments shall be made by mailing same by regular United States mail to Lessor at the address set forth below or such other address as Lessor may specify in writing from time-to-time. No change in ownership of the leased Premises hereunder shall be binding on the Lessee until Lessor has furnished Lessee with either the original recorded instrument of conveyance or a duly certified copy thereof sufficient to show a complete chain of title from the Lessor above named. Lessee shall not be held in default for any

failure to comply with a notice related to a change in ownership of the Premises until sixty (60) days after receipt from Lessor of a recordable instrument designating a new owner. All payments sent to the last known address of Lessor shall constitute payment hereunder.

SECTION FIVE: OPERATIONS

5.1 Lessee agrees that it shall use its best efforts to ensure that its exercise of any rights granted herein on, in, or under the Premises shall be conducted in substantial compliance with all applicable laws and regulations and Lessee shall fully reclaim the Premises as required by applicable laws and regulations. Lessor shall not interfere in any way with Lessee's reclamation of the Premises, and shall not disturb any areas that have been reclaimed. Lessee shall conduct its mining operations and reclamation on the Premises in areas until such time as Lessee's reclamation bond is fully released.

SECTION SIX: INDEMNIFICATION

6.1 Lessee shall indemnify and hold Lessor harmless from all claims or damages arising out of its mining and reclamation operations on the Premises except any claims or damages arising from title or boundary disputes affecting the Premises.

SECTION SEVEN:TIMBER

7.1 In the event Lessee shall need to clear any standing timber to conduct mining operations, Lesse shall provide Lessor twenty-four (24) months advance notice of the intent to clear such timber. During this twenty-four (24) month period, Lessor shall have the right to clear and remove any such timber at its own expense and for its own benefit. In the event Lessor fails to remove said timber within the twenty-four (24) month notice period, then in such event Lessee shall have the right to clear such timber without any further obligation or liability to Lessor and Lessor shall be deemed to waive any claims against Lessee relating to the timber that is cleared.

SECTION EIGHT: TAXES

8.1 Lessee shall pay all taxes, if any, assessed against the Premises that expressly arise out of Lessee's operations conducted thereon and Lessor shall remain responsible for all other taxes assessed against the Premises.

SECTION NINE: REMOVAL OF PROPERTY

9.1 Within 120 days after termination of this Lease, Lessee shall remove all property belonging to Lessee that has been placed upon the Premises by Lessee.

SECTION TEN: RECORDS

10.1 Lessee shall maintain accurate records to verify all sums due to Lessor under this Lease, and Lessor shall be entitled to inspect such records at Lessor's office at reasonable times upon five (5) days prior notice to Lessee.

SECTION ELEVEN: NOTICES

11.1 Any notice to be given under this Lease shall be in writing and shall be either personally delivered or sent by United States mail, registered or certified, return receipt requested with postage prepaid, and if to Lessor, addressed as follows:

□

and if to LESSEE, addressed as follows:

□

Upon written notice to the other party, either party may change the address provided above. Any notice given in accordance with the provisions of this paragraph shall be deemed given as of the date of personal delivery or if mailed, upon receipt.

SECTION TWELVE: MISCELLANEOUS

12.1 This Lease shall be binding upon the parties hereto and their heirs, successors, and assigns.

12.2 This Lease constitutes the entire agreement of the parties, no other oral or written agreements, representations or covenants exist between the parties as to the subject matter hereof. This Lease shall not be modified or amended except in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective on the date first above written, with their respective signatures and notary acknowledgments on individual pages attached hereto.

WITNESS the following signatures and seals.

Buyer (Seal) _____ Date

Buyer (Seal) _____ Date

**Seller: Bellwood Corporation & Wilcox Industries, Incorporated
(Circle One/Strike Through N/A Sellers)**

By: _____ Date
Its: _____

By: _____ Date
Its: _____

Lease To: _____

Lessee's Address: _____

Lessee's Phone: _____

Lessee's email: _____

EXHIBIT A
Property Location: County of Fayette, Raleigh, or Summers, West Virginia.

Auction Tract	Description	Seller	Select
1	2.15± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	☐
2	185.3± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	☐
3	134.7± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	☐
4	396.7± Acres, Tax ID 07-0021-0001-0000	Wilcox Industries, Inc.	☐
5	140.9± Acres, Tax ID 07-0008-0008-0000	Wilcox Industries, Inc.	☐
6	330.9± Acre portion of Tax ID 07-0022-0021-0000.6001	Wilcox Industries, Inc.	☐
7	229.1± Acres, Tax ID 07-0022-0021-0005	Wilcox Industries, Inc.	☐
8	193.7± Acres, Tax ID 05-0002-0005-0000	Wilcox Industries, Inc.	☐
9	7.76± Acres, Tax ID 07-0020-0002-0000	Wilcox Industries, Inc.	☐
10	6.84± Acres, Tax ID 05-0005-0040-0000	Wilcox Industries, Inc.	☐
11	23.7± Acres, Tax ID 01-0127-0047-0000	Bellwood Corporation	☐
12	1,349.11± Acre portion of Tax ID 01-0135-0012-0000	Bellwood Corporation	☐

13	269.7± Acre portion of Tax ID 01-0135-0012-0000	Bellwood Corporation	☐
14	198± Acres, Tax ID 01-0127-0004-0000	Bellwood Corporation	☐
15	161.8± Acres, Tax ID 01-0119-0078-0000 & 01-0118-0052-0000	Bellwood Corporation	☐
16	50± Acres in Tax ID's 01-119-0077-0000	Bellwood Corporation	☐
17	136.5± Acres in Tax ID's 01-119-0084-0000	Bellwood Corporation	☐
18	437.76± Acres, Tax ID 01-119-0083-0000	Bellwood Corporation	☐
19	459.42± Acres, Tax ID 01-111-0012-0000	Bellwood Corporation	☐
20	12.18± Acres, Tax ID 01-119-0001-0000	Bellwood Corporation	☐
21	9.81± Acres, Tax ID 01-119-0002-0000	Bellwood Corporation	☐
22	1,134.62± Acres, Tax ID 01-111-0004-0000	Bellwood Corporation	☐
23	0.43± Acres, Tax ID 01-111-0012-0000	Bellwood Corporation	☐
24	10± Acres, Tax ID 01-0127-0013-0000	Bellwood Corporation	☐
25	2.5± Acres, Tax ID 01-0127-0088-0000	Bellwood Corporation	☐