

DEED

THIS DEED made and entered into this 11th day of February 1987, by and between N. D. RESOURCES, INC., (f/k/a NUCLEAR DYNAMICS, INC.), an Arizona Corporation, party of the first part, and ALMA LAND COMPANY, a Kentucky Corporation, P. O. Box 279, 230 College Street, Pikeville, Kentucky 41501, party of the second part,

WITNESSETH:

WHEREAS, N. D. Resources, Inc. is the parent of Kentucky Coal Company, Inc., and

WHEREAS, N. D. Resources, Inc. paid the consideration for all the properties hereinafter described, and

WHEREAS, without the knowledge and consent of N. D. Resources, Inc., title to the properties hereinafter described was placed in the name of Kentucky Coal Company, Inc.,

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby convey, remise, release and forever quitclaim unto the party of the second part, its successors and assigns, all of the right, title, interest or claim of the party of the first part in and to the following described premises, to-wit:

TRACT "A":

That certain tract or parcel of land lying and being on the Sand Branch of the Big Sandy River, and more particularly bounded and described as follows:

Beginning on the west bank of the Big Sandy River at low water mark corner between said land and the land owned by Thomas J. Leslie a short distance below the Preston Coal Tipple; thence running a southwesterly course with the line of said Leslie crossing the right-of-way of the C & O Railway Company to the top of the point between the Sand Branch and the Thomas Leslie Branch; thence along the top of the ridge between said branches to a high point corner between said branches and the Woods Branch to John G. Johns line; thence running along the top of the ridge between Sand Branch and the Dawson Branch a northwesterly course to a point in the head of the right hand fork of Sand Branch; thence running a southeasterly course along the top of the ridge between the Sand Branch and the Big Branch to a high point overlooking the Big Sandy River; thence running down the point between the

Sand Branch and Narrows to end of the point just below where the lower house now stands and near the mouth of the Sand Branch; thence crossing the right-of-way of the C & O Ohio Railway Company hereinbefore mentioned of Big Sandy River; thence up the river to the beginning.

Being the same property acquired by Kentucky Coal Company by deed of conveyance dated August 16, 1974 from the Hager Justice Heirs recorded in Deed Book 225, Page 512, Floyd County Court Clerk's Office Records.

TRACT "B":

That certain tract or parcel of land located on the head of the McGuire Fork of the Left Hand Fork of Bull Creek and more particularly bounded and described as follows:

Tract No. I:

Beginning on the upper part of the old gate between the old log barn and the well; thence a straight line across the branch and up the right hand side of the hill to a marked maple; thence same course a straight line to a marked locust; thence a straight line same direction to a stake on top of the hill at the fence and the line of the Hopkins Heirs land; thence up the ridge of said Hopkins line to a stake at the end of the old cross fence; thence down the hill with old fence to the gate post at the road; thence down the hill with the old fence a straight line to a marked poplar near the branch; thence a straight line across the branch and up the left hand side of the hill to a marked beech on the flat; thence a straight line to a rock marked with two "X" on top of the hill; thence up the ridge with the old line to a bunch of sourwood sprouts near the corner of the fence on top of the knob; thence down the hill and with the fence to the branch and across the branch and up the hill with a locust fence to a marked beech near the top of the point on the other side; thence a straight line down the hill to the gate post place of first beginning.

Tract No. II:

Beginning at a cross on a large rock at the left of the gate at the lower side of the Mosley Cove; thence up the right hand side of the hill with the old cross fence to the Hopkins line on top of the hill; thence down the ridge with the said Hopkins line to the old fence, a corner of Bill and Gracie Hughes line; thence down the hill with the old fence and the Hughes line to a marked poplar near the branch; thence a straight line across the branch and up the left hand side with the Hughes line to a marked beech; thence a straight line and with the Hughes line to a rock on top of the hill marked with two "X"; thence across the Gibson Gap and up the ridge with the original line to the top of the knob at the end of the cross fence below the cove; thence down the hill with said cross fence to the bottom and across the branch to a marked sugar tree near the foot of the hill; thence a straight line up the hill to the cross on the rock, the place at the first beginning.

Being the same property conveyed to Kentucky Coal Company, Inc., by deed of conveyance dated June 3, 1972, from Gracie Hughes, et al, recorded in Deed Book 210, Page 198, Floyd County Court Clerk's Office Records.

TRACT "C":

That certain tract or parcel of land lying and being on the Spurlock Fork of Middle Creek and more particularly bounded and described as follows:

Beginning on top of hill at Holly Bush Branch at cross on rock; thence down the hill to beech tree in field; thence down the branch to beech tree; thence straight line to top of the hill on the east side of branch; thence around top of hill to holly bush; thence with top of hill to the beginning, containing 225 acres, more or less.

Being the same property acquired by Kentucky Coal Company, by deed of conveyance dated May 3, 1972 from Irene Anderson, et vir, recorded in Deed Book 209, Page 392, Floyd County Court Clerk's Office Records.

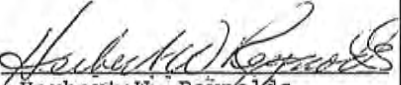
TRACT "D":

That certain tract or parcel of land on the Jarrell Fork of Bull Creek and being the same property conveyed to Kentucky Coal Company by deed of conveyance dated August 16, 1972, from Potter and Walters Coal Company, recorded in Deed Book 207, Page 428, the description therein being incorporated herein for all intents and purposes.

TO HAVE AND TO HOLD the above described property, with all the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns, forever, with no warranties whatsoever.

IN TESTIMONY WHEREOF, the party of the first part has hereunto subscribed its name, this the day and date first above written.

N. D. RESOURCES, INC.

By:   
Herbert W. Reynolds  
President/Secretary

ATTEST:

  
Joe F. Walton  
Chairman of the Board

STATE OF ARIZONA

COUNTY OF Maricopa

The foregoing Deed was produced and acknowledged before me this 11th day of February 1987, by Herbert W. Reynolds, Secretary of N. D. RESOURCES, INC., for and on behalf of the Chairman of the Board corporation, and attested by Joe F. Walton, Secretary of N. D. RESOURCES, INC., for and on behalf of the corporation.

My Commission expires 11/20/88



Sheila M. Rochin  
NOTARY PUBLIC

ATTORNEY AT LAW  
230 COLLEGE STREET  
PIKEVILLE, KENTUCKY 41501  
(606) 432-4101

I hereby certify to the preparation  
of the foregoing

Bentley, Brandes & Brandes, P.C.  
3003 North Central Avenue  
Suite 2300  
Phoenix, Arizona 85012

By Michael P. Lane  
Michael P. Lane

STATE OF KENTUCKY

S.S.

COUNTY OF FLOYD

WITH \$ 5.00 TAX PAID ON SAME

I, CARLA "ROBINSON" BOLTON, Clerk of the County Court in and for the County and State aforesaid certify that the foregoing Deed was on the 26 day of February 1987 at 12:13 o'clock P.M. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 27 day of February, 1987.

CARLA "ROBINSON" BOLTON

BY Linda Reed D.C.

BOOK ..... 308  
 PAGE ..... 191  
 Carla "Robinson" Bolton  
 Floyd county Clerk

Ret ALMA Land Co.  
 P.O. Box 279  
 Pikeville, KY 41501

LODGED FOR RECORD 2-26-87

|      |                     |               |
|------|---------------------|---------------|
| TIME | 12:13pm             | 10.50 rec fee |
| FEE  | 13.20 + 5.00 record | 1.50 x page   |
|      |                     | 1.20 3c tract |
|      |                     | <u>13.20</u>  |

CARLA R. BOLTON  
 FLOYD COUNTY CLERK

BY W. D.C.  
Bolton

DEED

THIS DEED made and entered into this 11th day of February 1987, by and between N. D. RESOURCES, INC., (f/k/a NUCLEAR DYNAMICS, INC.), an Arizona Corporation, party of the first part, and ALMA LAND COMPANY, a Kentucky Corporation, P. O. Box 279, 230 College Street, Pikeville, Kentucky 41501, party of the second part,

WITNESSETH:

WHEREAS, N. D. Resources, Inc. is the parent of Kentucky Coal Company, Inc., and

WHEREAS, N. D. Resources, Inc. paid the consideration for all the properties hereinafter described, and

WHEREAS, without the knowledge and consent of N. D. Resources, Inc., title to the properties hereinafter described was placed in the name of Kentucky Coal Company, Inc.,

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby convey, remise, release and forever quitclaim unto the party of the second part, its successors and assigns, all of the right, title, interest or claim of the party of the first part in and to the following described premises, to-wit:

TRACT "A":

That certain tract or parcel of land lying and being on the Sand Branch of the Big Sandy River, and more particularly bounded and described as follows:

Beginning on the west bank of the Big Sandy River at low water mark corner between said land and the land owned by Thomas J. Leslie a short distance below the Preston Coal Tipple; thence running a southwesterly course with the line of said Leslie crossing the right-of-way of the C & O Railway Company to the top of the point between the Sand Branch and the Thomas Leslie Branch; thence along the top of the ridge between said branches to a high point corner between said branches and the Woods Branch to John G. Johns line; thence running along the top of the ridge between Sand Branch and the Dawson Branch a northwesterly course to a point in the head of the right hand fork of Sand Branch; thence running a southeasterly course along the top of the ridge between the Sand Branch and the Big Branch to a high point overlooking the Big Sandy River; thence running down the point between the

Sand Branch and Narrows to end of the point just below where the lower house now stands and near the mouth of the Sand Branch; thence crossing the right-of-way of the C & O Ohio Railway Company hereinbefore mentioned of Big Sandy River; thence up the river to the beginning.

Being the same property acquired by Kentucky Coal Company by deed of conveyance dated August 16, 1974 from the Hager Justice Heirs recorded in Deed Book 225, Page 512, Floyd County Court Clerk's Office Records.

TRACT "B":

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Tract No. I:

Beginning on the upper part of the old gate between the old log barn and the well; thence a straight line across the branch and up the right hand side of the hill to a marked maple; thence same course a straight line to a marked locust; thence a straight line same direction to a stake on top of the hill at the fence and the line of the Hopkins Heirs land; thence up the ridge of said Hopkins line to a stake at the end of the old cross fence; thence down the hill with old fence to the gate post at the road; thence down the hill with the old fence a straight line to a marked poplar near the branch; thence a straight line across the branch and up the left hand side of the hill to a marked beech on the flat; thence a straight line to a rock marked with two "X" on top of the hill; thence up the ridge with the old line to a bunch of sourwood sprouts near the corner of the fence on top of the knob; thence down the hill and with the fence to the branch and across the branch and up the hill with a locust fence to a marked beech near the top of the point on the other side; thence a straight line down the hill to the gate post place of first beginning.

Tract No. II:

Beginning at a cross on a large rock at the left of the gate at the lower side of the Mosley Cove; thence up the right hand side of the hill with the old cross fence to the Hopkins line on top of the hill; thence down the ridge with the said Hopkins line to the old fence, a corner of Bill and Gracie Hughes line; thence down the hill with the old fence and the Hughes line to a marked poplar near the branch; thence a straight line across the branch and up the left hand side with the Hughes line to a marked beech; thence a straight line and with the Hughes line to a rock on top of the hill marked with two "X"; thence across the Gibson Gap and up the ridge with the original line to the top of the knob at the end of the cross fence below the cove; thence down the hill with said cross fence to the bottom and across the branch to a marked sugar tree near the foot of the hill; thence a straight line up the hill to the cross on the rock, the place at the first beginning.

Being the same property conveyed to Kentucky Coal Company, Inc., by deed of conveyance dated June 3, 1972, from Gracie Hughes, et al, recorded in Deed Book 210, Page 198, Floyd County Court Clerk's Office Records.

TRACT "C":

That certain tract or parcel of land lying and being on the Spurlock Fork of Middle Creek and more particularly bounded and described as follows:

Beginning on top of hill at Holly Bush Branch at cross on rock; thence down the hill to beech tree in field; thence down the branch to beech tree; thence straight line to top of the hill on the east side of branch; thence around top of hill to holly bush; thence with top of hill to the beginning, containing 225 acres, more or less.

Being the same property acquired by Kentucky Coal Company, by deed of conveyance dated May 3, 1972 from Irene Anderson, et vir, recorded in Deed Book 209, Page 392, Floyd County Court Clerk's Office Records.

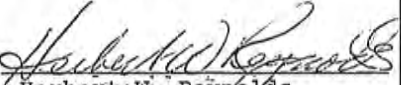
TRACT "D":

That certain tract or parcel of land on the Jarrell Fork of Bull Creek and being the same property conveyed to Kentucky Coal Company by deed of conveyance dated August 16, 1972, from Potter and Walters Coal Company, recorded in Deed Book 207, Page 428, the description therein being incorporated herein for all intents and purposes.

TO HAVE AND TO HOLD the above described property, with all the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns, forever, with no warranties whatsoever.

IN TESTIMONY WHEREOF, the party of the first part has hereunto subscribed its name, this the day and date first above written.

N. D. RESOURCES, INC.

By:   
Herbert W. Reynolds  
President/Secretary

ATTEST:

  
Joe F. Walton  
Chairman of the Board

STATE OF ARIZONA

COUNTY OF Maricopa

The foregoing Deed was produced and acknowledged before me this 11th day of February 1987, by Herbert W. Reynolds, Secretary of N. D. RESOURCES, INC., for and on behalf of the Chairman of the Board corporation, and attested by Joe F. Walton, Secretary of N. D. RESOURCES, INC., for and on behalf of the corporation.

My Commission expires 11/20/88



Sheila M. Rochin  
NOTARY PUBLIC

ATTORNEY AT LAW  
230 COLLEGE STREET  
PIKEVILLE, KENTUCKY 41501  
(606) 432-4101

I hereby certify to the preparation  
of the foregoing

Bentley, Brandes & Brandes, P.C.  
3003 North Central Avenue  
Suite 2300  
Phoenix, Arizona 85012

By Michael P. Lane  
Michael P. Lane

STATE OF KENTUCKY

S.S.

COUNTY OF FLOYD

WITH \$ 5.00 TAX PAID ON SAME

I, CARLA "ROBINSON" BOLTON, Clerk of the County Court in and for the County and State aforesaid certify that the foregoing Deed was on the 26 day of February 1987 at 12:13 o'clock P.M. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 27 day of February, 1987.

CARLA "ROBINSON" BOLTON

BY Linda Reed D.C.

BOOK ..... 308  
 PAGE ..... 191  
 Carla "Robinson" Bolton  
 Floyd county Clerk

Ret ALMA Land Co.  
 P.O. Box 279  
 Pikeville, KY 41501

LODGED FOR RECORD 2-26-87

|      |                     |               |
|------|---------------------|---------------|
| TIME | 12:13pm             | 10.50 rec fee |
| FEE  | 13.20 + 5.00 record | 1.50 x page   |
|      |                     | 1.20 3c tract |
|      |                     | <u>13.20</u>  |

CARLA R. BOLTON  
 FLOYD COUNTY CLERK

BY W. D.C.  
Bolton

THIS DEED OF CONVEYANCE, made and entered into this the 22 day of September, 1983, by and between SHELBY FUEL CORPORATION, a Kentucky Corporation, of C-4, Box 649-D, Pikeville, Kentucky, Party of the First Part, and

ALMA LAND COMPANY, a Kentucky Corporation, of P. O. Box 279, Pikeville, Kentucky 41501, Party of the Second Part,

W I T N E S S E T H :

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Party of the First Part does hereby grant, bargain, sell and convey unto the Party of the Second Part, its successors and assigns forever, the following described property:

TRACT NO. 1:

All the interest of the Party of the First Part in and to a certain tract or parcel of land located in Pike County, Kentucky, on the southwest side of the Big Sandy River, at and above the mouth of Shelby Creek, being more particularly bounded and described as follows:

BEGINNING at a white oak standing on the upper side of the point on the upper side of the Drip Spring Hollow; thence S. 82° 00' 31" feet to a stake on the center of said point; thence up said point N 10° 30' W 110 feet to a stake on the point; thence N 8° 55' E 346.5 feet to a stake witnessed by a black oak 5 feet right; thence N 6° 50' E 302 ft. to a stake; N 13° 40' E 164 ft. to a stake on the center of point at a turn left; thence N 18° 40' W 471 feet to a stake on the point between Gid Hollow and Big Spring Hollow; thence running up the center of said point; N 25° 00' W 127 feet to a stake on the center of a small round knob; thence N 55° 05' W 174 feet to a black oak on the point; thence N 34° 00' W 258 ft. to a 6 inch chesnut and black oak on some rocks; thence N 32° 50' W 263 feet to a stake one foot to the right of a beech line tree; thence N 22° 05' W 197 ft. to a stake 2 ft. right of a 28 inch white oak line tree; thence N 13° 25' W 231 ft. to a stake on the main ridge between Johnson Hollow, Gid Hollow and the head of the Spring Hollow; thence up said ridge with the center thereof N 31° 20' W 343 feet to a stake by 2 sourwoods on top of the Gid Knob or the Johnson Knob; thence N 13° 15' E 138.8 feet to a stake; thence N 53° 15' E 679 feet to a stake on the ridge

conveyed to the applicant of 1975  
This deed was filed  
on 11-11-83  
by the County Clerk, Ohio

witnessed by a black oak 5 ft. south; thence N 83 50 E 124 feet to a stake on the ridge in a small gap 10 feet west of a leaning hickory; thence N 66 45 E 133 feet to a hickory; thence N 46 45 E 168 feet to a stake; thence N 52 10 E 209 5 feet to a stake 3 ft. west of a white oak corner tree (old marks); thence S 62 25 E 274 feet to a stake by a black oak witness 2 feet South; thence S 87 30 E 320 feet to a hickory corner tree; thence N 79 30 E 193 feet to a chestnut oak and a spotted oak; thence N 67 00 E 185 feet to a stake on a knob and a corner to the land of Jennie Sowards Old Farm; thence with the line of the same S 53 30 E 134 ft. to a stake; thence S 51 00 E 271 4 feet to a stake on top of the Wild Cat Knob; thence S 4 10 E 115 ft. to a stake; thence S 29 10 E 182 feet to a stake 2 feet west of a chestnut oak corner; thence S 15 30 W 135 ft. to a stake; thence S 24 20 W 125 5 feet to an X on a ledge of rocks; thence S 15 00 W 281 feet to a stake by a large sugar tree; thence S 12 15 E 145 feet to a stake by a white oak; thence S 51 45 E 60 ft. to a stake; thence S 53 00 E 167 feet to a white oak; thence S 51 45 E 60 feet to a stake; thence S 53 00 E 167 feet to a black oak; thence S 41 35 E 180 feet to a stake 5 feet north east of a chestnut witness; thence S 42 05 E 128 feet to a stake witnessed by a bunch of scrub white oaks; thence S 34 30 E 232 5 feet to a stake; thence S 19 20 E 72 ft. to a stake (witness X on a rock bears N 19 W 10 3 ft.); thence S 3 25 E 475 ft. to a stake in the edge of the river at the low water mark (witnessed an X cut on the center of the Ebenezer Melvin Rock bears S 85 05 E 237 ft.) running down the river; S 65 30 W 70 feet to a stake; thence S 00 35 W 188 ft. to a stake; thence S 61 10 W 279 ft. to an X cut on a large rock in the edge of the river; thence S 62 10 W 340 5 feet to a stake at the low water line opposite a forked elm tree; thence leaving the river and up the hillside; N 48 05 W 40 ft. to an elm; thence N 75 30 W 191 ft. to an X on a ledge of rocks on the point of the upper side of the Gid Hollow; thence N 83 10 W 143 5 feet to a small box elder standing just to the left of the center of the Gid Hollow; thence S 57 35 W 166 ft. to a stake 5 feet west of a bunch of chestnuts on the side of point; thence S 26 30 W 66 feet to a stake in a sink hole; thence S 16 45 W 97 feet to a stake on the center of the point on the lower side of the Gid Hollow about 40 feet above a cliff; thence S 49 50 W 165 ft. to a beech on a point; thence S 59 50 W 67 feet to a stake on a small bench; thence S 31 25 W 94 feet to a stake; thence 37 30 W 59 feet to a stake; S 63 05 W 26 3 ft. to an 8 inch beech; thence S 40 W 181 ft. to a stake on the upper side of a black oak; thence S 52 50 W 163 feet to a 24 inch beech; thence S 25 15 E 249 ft. to the BEGINNING.

Being all the interest of the Party of the First Part conveyed by Deed dated March 23, 1978 from Lokie Jones and Olean Jones to Shelby Fuel Corporation, of record in Book 546, Page 589 of the records of the Pike County Court Clerk and by Deed dated March 25, 1978, from J. J. Jones, Judy Jones and Linda Jones to Shelby Fuel Corporation, of record in Book 546, Page 590 of the records of the Pike County Court Clerk.

TRACT NO. III:

A certain tract or parcel of land located on Mill Branch of Chloe Creek, Pike County, Kentucky, bounded and described as follows:

BEGINNING at a walnut tree standing about the center of the hollow to which the old fence is attached separating the lower part of said Mill Branch from the upper part; thence running with the wire across fence with line of Dave Coleman on each side of the branch; thence up the left and right point around the head of Mill Branch so as to include the land above the walnut tree in the watershed of Mill Branch. Also, to include any other interests the grantors may have in the surface, minerals and roadways in Mill Branch and Hum Hole Branch.

This being the same property conveyed to the Party of the First Part by Deed dated the 27th day of March, 1978, from Maurice Newson and Haley Ruth Newson, of record in Book 546, Page 393 of the Records of the Pike County Court Clerk.

TRACT NO. III:

A certain tract or parcel of land located on Buck's Branch of Chloe Creek, a tributary of the Big Sandy River, in Pike County, Kentucky, more particularly described as follows, to-wit:

BEGINNING on a hub on the western right of way of state road No. 1460 in Upper Chloe Creek at the mouth of Buck's Branch; thence leaving said right of way and up Buck's Branch N 83° 30' W 143.54 feet to a hub in center of Buck's Branch; thence N 74° 30' W 149.15 feet to a hub near branch; thence N 71° 50' W 158.93 feet to a hub; (elm not found); thence N 69° 15' W 179.10 feet to a hub 32 feet left of branch; thence N 52° 40' W 158.98 feet to a hub 20 feet left of Buck's Branch; thence N 41° 15' W 198.07 feet to a hub 17 feet left of Buck's Branch; thence N 35° 45' W 159.23 feet to a hub at edge of Buck's Branch; thence N 39° 15' W 158.93 feet to a hub 3 feet right of Buck's Branch; thence N 18° 45' W 178.98 feet to a hub 2 feet right of Buck's Branch; thence N 17° 30' W 159.09 feet to a hub 18 feet right of Buck's Branch; thence N 8° 00' W 90.04 feet to a nail in a root of 22" elm near forks of Buck's Branch; wit 24" elm, thence leaving Buck's Branch and up side of hill N 53° 45' E 1221 feet to a 14" black

oak on top of point and corner of land of Hazel Kinney and with same up the dividing ridge between Buck's Branch and Road Fork of Upper Chloe Creek to the top of the hill between Buck's Branch, Road Fork of Upper Chloe Creek and Harold's Branch, known as Buck Knob; thence with the top of the ridge in a westerly course between Buck's Branch and Harold's Branch to the top of the knob between Buck's Branch and Harold's Branch, Turnhole Branch a corner to lands of Weddington Heirs; thence in a southerly direction with the top of the ridge to a knob, a corner of land of Betty F. Callagher; thence continuing with ridge in a southeasterly direction to the top of the spur on the lower side of Buck's Branch; thence leaving the ridge and down the spur on the lower side of Buck's Branch to the top of the point; thence in an easterly direction to the corner between Lots No. 2 and 3 of the Upper Section No. One of Young Subdivision; thence with the back of lots of said subdivision N 31° 08' W 102 feet to a stake; corner between lots 1 and 2 of said subdivision thence with lines of lot No. 1 N 32° 13' W 105 feet to a corner; thence down the hill with line of lot No. 1, N 75° 7' E 102 feet to foot of hill; thence continuing same course N 75° 47' E 203.86 feet across the bottom of the west right of way line of the state highway of Upper Chloe Creek; thence in a northerly direction with said right of way line 125 feet more or less to the beginning.

Party of the First Part obtained this interest in the above described property by deed dated April 7, 1977, from Margaret Scott and R. E. Scott, et al, of record in Deed Book 542, Page 219 of the records of the Pike County Court Clerk's Office; by deed dated March 18, 1977 from Sammy Goff and Glema Goff, of record in Deed Book 540, Page 230 of the Records of the Pike County Court Clerk; and by deed dated January 3, 1978, from Francis Y. O'Donnell, of record in Deed Book 546, Page 23 of the Pike County Court Clerk's Office.

The above described conveyance of Tract No. III is subject to those exceptions and reservations of the aforementioned deeds, and further reference is made thereto for a more particular description of said reservations and exceptions.

#### TRACT NO. IV:

All the interest of the Party of the First Part in and to that certain tract or parcel of land lying and being in Pike County, Kentucky above the Mouth of Shelby Creek and comprising generally the right side of Gid Hollow, ascending, and more particularly described as follows:

BEGINNING at a stake on the top of Wild Cat Knob, which lies on the ridge between Gid Hollow

and Turn Hole Hollow, thence S 4° 10' E 115 feet to a stake; thence S 29° 10' E 182 feet to a stake two feet west of a chestnut oak corner; thence S 15° 30' W 135 feet to a stake; thence S 24° 20' W 125.5 feet to an "X" on a ledge of rocks; thence S 15° 00' W 281 feet to a stake by a large sugar tree; thence S 12° 15' E 145 feet to a stake by a white oak; thence S 51° 45' E 60 feet to a stake; thence S 53° 00' E 167 feet to a black oak; thence S 41° 35' E 180 feet to a stake 5 feet northeast of a chestnut witness; thence S 42° 05' E 128 feet to a stake witnessed by a bunch of scrub white oaks; thence S 34° 30' E 232.5 feet to a stake; thence S 19° 20' E 72 feet to a stake; (witnessed "X" on a rock bears N 19° W 10.3 feet); thence S 3° 25' E 475 feet to a stake in the edge of the river at the low water mark (witnessed by an "X" cut on the center of the Ebenezer Melvin Rock bears S 85° 05' E 237 feet) running down the river; S 65° 30' W 70 feet to a stake; thence S 80° 35' W 188 feet to a stake; thence S 61° 10' W 279 feet to an "X" cut on a large rock in the edge of the river; thence S 62° 10' W 340.5 feet to a stake at the low water line opposite a forked elm tree; thence leaving the river and up a hillside; N 48° 05' W 40 feet to an elm; thence N 75° 30' W 181 feet to an "X" on a ledge of rocks on the point on the upper side of the Gid Hollow; thence N 83° 10' W 143.5 feet to a small box elder standing just to the left of the center of the Gid Hollow; thence N 13° 37' W 269.4 feet to a stake three feet west of a white oak corner tree (old marks); thence S 62° 25' E 274 feet to a stake by a black oak witnessed two feet south; thence S 87° 30' E 320 feet to a hickory corner tree; thence N 79° 30' E 193 feet to a chestnut oak and a spotted oak; thence N 67° 00' E 185 feet to a stake on a knob and a corner to the land of Jennie Sowards' old farm; thence with the line of the same S 53° 30' E 134 feet to a stake; thence S 51° 00' E 271.4 feet to the BEGINNING corner.

Party of the First Part obtained its interest in the above-described property by deed dated March 25, 1978, of record in Deed Book 547, Page 98, of the records of the Pike County Court Clerk.

TO HAVE AND TO HOLD the above described property, together with all appurtenances thereunto belonging unto the Party of the Second Part, its successors and assigns forever, with Covenants of General Warranty.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand the day and year first above written.

SHELBY FUEL CORPORATION

By: J. Carter Butler, Jr.  
Its Authorized Officer

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing instrument was acknowledged before me this  
11th day of September, 1985, by James H. Shannon  
President of SHELBY FUEL CORPORATION, a Kentucky  
corporation, on behalf of said corporation.

My Commission expires 11/11/87

John Paul Blair  
NOTARY PUBLIC

This instrument prepared by:

W. Keith H. Shannon  
W. KEITH H. SHANNON  
ATTORNEY AT LAW  
P. O. BOX 279  
PIKEVILLE, KENTUCKY 41501  
(606) 432-4101

STATE OF KENTUCKY 3:53 P.M.  
COUNTY OF PIKE Clerk's Certificate of Lodging and Record

I, JOHN P. BLAIR, Clerk of the County Court for the  
County and State of said county, and the foregoing Deed  
was on the 11TH day of March 1985, lodged for  
record, whereon the date with the foregoing and this certi-  
ficate have been duly recorded in the office of the Clerk.

Witness my hand this 13TH day of March 1985

JOHN PAUL BLAIR, Clerk

By John Paul Blair D.C.

COMMISSIONER'S DEED

WHEREAS, in Civil Action No. 85-CI-516, in Pike Circuit Court, styled THE CITIZENS BANK OF PIKEVILLE vs. CHESTER REESE, MARY E. REESE, TEDDY REESE, JANET REESE, DANNY REESE, CONNIE REESE and TIMMY REESE d/b/a REESE LAND COMPANY, A PARTNERSHIP; PIKEVILLE NATIONAL BANK AND TRUST COMPANY; CHESTER and MARY REESE, Individually and d/b/a BIG BRANCH COAL COMPANY, ALMA COAL CORPORATION and PIKE COUNTY, KENTUCKY, a Judgment was entered on January 22, 1987, directing the sale of the property described hereinafter, and,

WHEREAS, said real estate was sold in accordance with said Judgment on June 5, 1987 and Report of Sale was thereafter filed and confirmed by Order of this Court and the undersigned Master Commissioner has been directed to execute a Deed of Conveyance for said property to ALMA LAND COMPANY, purchaser at said sale.

NOW, THEREFORE, THIS DEED OF CONVEYANCE, made and entered into this 9 day of May, 1988, by and between THE CITIZENS BANK OF PIKEVILLE, CHESTER REESE, MARY E. REESE, TEDDY REESE, JANET REESE, DANNY REESE, CONNIE REESE and TIMMY REESE d/b/a REESE LAND COMPANY, A PARTNERSHIP; PIKEVILLE NATIONAL BANK AND TRUST COMPANY; CHESTER and MARY REESE, Individually and d/b/a BIG BRANCH COAL COMPANY, ALMA COAL CORPORATION and PIKE COUNTY, KENTUCKY and ALL OTHER PARTIES TO SAID CIVIL ACTION NO. 85-CI-516 by HUGH B. HALL, JR., MASTER COMMISSIONER OF THE PIKE CIRCUIT COURT, parties of the first part, and ALMA LAND COMPANY, P. O. Box 279, Pikeville, Kentucky 41501-0279, party of the second part,

\$77.00 Documentary Tax paid  
LILLIAN PEARL ELLIOTT, Clerk  
BY: Lucy Sackett D. C.

W I T N E S S E T H:

THAT for and in consideration of the premises and in compliance with the Orders of the Pike Circuit Court as above recited, the parties of the first part do hereby grant, sell and convey unto the party of the second part, its successors and assigns forever, the following described real estate and improvements thereon lying and being in Pike County, Kentucky, bounded and described as follows:

Certain tracts or parcels of land lying and being in Pike County, Kentucky, on the waters of Red Creek, a tributary of the Big Sandy River, bounded and described as follows:

TRACT NO. 1

BEGINNING at a stone near the head of the Left Fork of Red Creek, the said stone being a marker set to indicate the location of a beech and hickory corner of the Richard Parson's 300 acre survey dated December 9, 1850; thence running with the said Parson's Survey to a stake witnessed by two white oaks on the ridge between Chloe Creek and Red Creek; thence running with the center of the ridge around the left hand fork to a stake on top of the knob between the right and left forks of Red Creek; thence running down the ridge between the right and left forks of Red Creek to a stake on the ridge between the two forks at the point where the line of the said Parson's survey crosses the said ridge; thence continuing with the lines of the said Richard Parson's 300 acre survey to the BEGINNING.

TRACT NO. 2

BEGINNING at a stake on the center of the ridge between the Right fork and Left fork of Red Creek on the line of Parson's 300 Acre Survey dated December 9, 1850, the corner of Phillip K. Epling's line; thence running up the ridge with Phillip K. Epling's line to a stake on top of the knob between the Right fork and Left fork of Red Creek; thence running up the ridge with the center of the ridge between Chloe and Red Creek to a stake on the line of Parson's 300 Acre Survey dated December 9, 1850; thence running with said Parson's Survey around the head of the Right fork of Red Creek to a poplar and cucumber stump to the corner of Parsons' 300 Acre Survey; thence, running down the creek with said Survey to the intersecting line of Pauley's 50 acre Survey dated February 12, 1843; thence running down the creek with Pauley's survey to a stake, the corner of Frank Tucker's line; thence, running down the hill with Frank Tucker's line to an iron stake on the bank of the creek witnessed by a poplar and white walnut; thence running a straight

line to a stake on upper side of road in the mouth of the Slick Rock Hollow, the corner of Harvey Harris line; thence, running up the center of the Hollow to a stake 200 feet to the corner of Harvey Harris' line; thence, turning to the left running up the hill a straight line to a stake in the line of James Harmon' thence, running up the hill with James Harmon's line to a stake on the line of the Pauley 50 Acre Survey dated February 12, 1843; thence, up the creek, with said Pauley Survey to a stake, the intersection line of Parson's 300 acre Survey dated December 8, 1850; thence, running down the creek with said Survey to a stake the corner of Phillip K. Epling's line, the BEGINNING corner.

TRACT NO. 3

BEGINNING on a poplar at the three hundred acre survey made in the name of Richard Parsons, a corner of Virgie Thacker's line; thence, running southeast with the line of same to the top of the hill to a hickory, a corner of Virgie Thacker; thence down the ridge to James Thacker's line; thence, northeast down the hill with James Thacker's line to the David Pauley 50 acre survey; thence, running up said creek with said survey to the line of the three hundred acre survey and with the line of same to the BEGINNING.

TRACT NO. 4

BEGINNING at a small poplar on the line of the 300 acre survey made in the name of Richard Parsons; thence, up the center of the hollow with the meanders of the same to a stake; thence, southeast to a sugar tree; thence same course to a dogwood; thence, same course to a hickory on top of the hill; thence up the ridge to a chestnut oak, corner of said Richard Parson's Survey; thence down the creek with the lines of said survey to the BEGINNING.

TRACT NO. 5

BEGINNING at a stake on the line of the survey made by David Pauley; thence, running up the point with the fence to a hickory tree on top of the point; thence same source to a black gum tree on top of the hill thence, running up the ridge with the line of the Moore heirs to James Thacker's line to the top of the hill (now Mary Huffman's property); thence, down the hill with the James Thacker (now Mary Huffman's line) to the line of the David Pauley survey; thence, down the creek with the lines of the David Pauley survey to the BEGINNING, containing 30 acres, more or less.

TRACT NO. 6

Lying and being in Pike County, Kentucky, and on the waters of Red Creek, starting at a Sugar Tree on left of road going up creek joining James Harmon's line at the corner and proceeding up said creek for a distance of One Hundred and Twenty (120) feet to a stake; thence straight up the hill Fifty (50) feet to a stake; thence

90° straight around the hill for a distance of Eighty (80) feet to Phillip K. Epling's line; thence up the hill with Phillip K. Epling's line and around hill with said line to a stake; thence from Phillip K. Epling's line down the hill to the beginning so as to include in said boundary approximately five (5) acres, more or less.

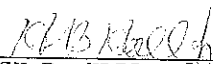
AND, being the same property conveyed to Reese Land Company by Phillip Epling, et ux, dated July 3, 1981, as recorded in Deed Book 565, Page 452, in the Pike County Court Clerk's Office.

There is excluded from the above described real estate that certain tract or parcel of land conveyed to Estel D. Thacker on September 4, 1984, as recorded in Deed Book 585, Page 555, in the Pike County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all of the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns forever.

The undersigned Master Commissioner warrants the title to the above described property insofar as he is authorized by law so to do and no further, it being understood that he does not bind himself personally in any respect whatsoever.

IN TESTIMONY WHEREOF, Hugh B. Hall, Jr., Master Commissioner as aforesaid, has hereunto subscribed his name on the day and year first above written.

  
 HUGH B. HALL, JR.  
 MASTER COMMISSIONER  
 PIKE CIRCUIT COURT

Executed and acknowledged by the Master Commissioner and approved in Open Court, this 13 day of April, 1988.

  
 STEPHEN FRAZIER  
 SPECIAL JUDGE, PIKE CIRCUIT COURT

STATE OF KENTUCKY  
COUNTY OF PIKE

I, BETTY PRATER JUSTICE, Clerk of the Pike Circuit Court, do hereby certify that this Deed from THE CITIZENS BANK OF PIKEVILLE, CHESTER REESE, MARY E. REESE, TEDDY REESE, JANET REESE, DANNY REESE, CONNIE REESE and TIMMY REESE d/b/a REESE LAND COMPANY, A PARTNERSHIP; PIKEVILLE NATIONAL BANK AND TRUST COMPANY; CHESTER and MARY REESE, Individually and d/b/a BIG BRANCH COAL COMPANY, ALMA COAL CORPORATION and PIKE COUNTY, KENTUCKY and ALL OTHER PARTIES TO SAID CIVIL ACTION NO. 85-CI-516, by HUGH B. HALL, JR., MASTER COMMISSIONER OF THE PIKE CIRCUIT COURT, to ALMA LAND COMPANY was on the 9 day of May, 1988, presented in Open Court by Hugh B. Hall, Jr., Master Commissioner, and was by him duly acknowledged to be his act and deed; and the said Deed, having been examined by the Court, was approved and confirmed, and so endorsed by the Judge and ordered to be transmitted and duly certified to the Clerk of Pike County for recordation, which is now done accordingly.

Given under my hand, this 9 day of May, 1988.

BETTY PRATER JUSTICE  
PIKE CIRCUIT COURT CLERK

BY: P. Stanley, D.C.

STATE OF KENTUCKY  
COUNTY OF PIKE

CLERK'S CERTIFICATE OF LODGMENT AND RECORD  
12:05 P.M.

I, LILLIAN PEARL ELLIOTT, County Clerk for the County and State aforesaid, certify that the foregoing Commr's Deed was on the 17th day of May, 1988, lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this 18th day of May, 1988.

LILLIAN PEARL ELLIOTT, CLERK  
BY: Donna L. Hester, D.C.

## Special Warranty Deed

THIS DEED, made and entered into this the 21<sup>ST</sup> day of APRIL, 1995, by and between WOLVERINE MINING CORPORATION (being the same as and a/k/a Wolverine Mining Company and Wolverine Coal Corporation and Wolverine Coal Company), a Nevada corporation, having an address at Suite 200, 249 East Main Street, Lexington, Kentucky 40507, party of the first part, hereinafter referred to as "Grantor", and ALMA LAND COMPANY, a Kentucky corporation, whose address is 452 Town Mountain Road, Pikeville, Kentucky 41502, party of the second part, hereinafter referred to as "Grantee",

### W I T N E S S E T H:

For and in consideration of the total purchase price of \$50,000.00, receipt of all of which by Grantor is hereby acknowledged, Grantor has BARGAINED AND SOLD and does hereby grant and convey, unto Grantee, its successors and assigns forever, the following property as described on Exhibit A attached hereto.

TO HAVE AND TO HOLD said above described property, together with all improvements thereon and all appurtenances thereunto appertaining, unto Grantee, its successors forever, with covenant of Special Warranty except as hereinafter set forth.

And Grantor does hereby release and relinquish unto Grantee, all of its right, title and interest in and to said property, including dower, curtesy, homestead and all other exemptions allowed by law.

This conveyance is made subject, however, to: all applicable conditions on plats of record, restrictions and easements of record affecting said title; liens for the ad valorem taxes assessed against said property for the current year, which Grantee assumes and agrees to pay; all applicable building, zoning and health enactments; and the rights of all third parties under and by virtue of the Leases assigned to

Wolverine Resources, Inc. by that certain Assignment of Leases from Grantor and others executed simultaneously herewith.

Provided, however, Grantor reserves and excepts the right of entry to go upon, over and through the property herein conveyed to the extent reasonably necessary to conduct reclamation operations as specified in that certain Asset Purchase Agreement between Wolverine Mining Corporation, Costain Coal Inc., Industrial Fuels Minerals Company, Wolverine Resources, Inc., Alma Land Company and Grantee dated JANUARY 13, 1995.

IN WITNESS WHEREOF, Grantor has hereunto set its hand, on or as of the day and year first above written.

WOLVERINE MINING CORPORATION

By: S. Castle

Its: Asst. Sec.

STATE OF KENTUCKY     )  
COUNTY OF Fayette     ) SS:

The foregoing Deed was subscribed, sworn to and acknowledged before me this 21 day of April, 1995, by S. Castle as Asst. Sec. of WOLVERINE MINING CORPORATION.

My Commission expires:  
2-15-99  
Kentucky

Rebecca A. Bell  
Notary Public, State at Large,

**CERTIFICATION OF CONSIDERATION**

Being first duly sworn, the undersigned Grantor and Grantee, state that the consideration set forth in the foregoing deed is true and correct and is the full consideration paid for the subject property.

**GRANTOR:**

WOLVERINE MINING CORPORATION

By: S. Castle  
Its: Asst. Sec.

**GRANTEE:**

ALMA LAND COMPANY

By: Ross Harris  
Its: President

STATE OF KENTUCKY )  
COUNTY OF Fayette ) SS:

The foregoing Certificate of Consideration was subscribed, sworn to, and acknowledged before me this 21 day of April, 1995, by S. Castle as Asst. Sec. of WOLVERINE MINING CORPORATION.

My Commission Expires:  
2-15-99  
KY

Rebecca A. Bell  
Notary Public, State at Large,

STATE OF KENTUCKY )  
COUNTY OF Fayette ) SS:

The foregoing Certificate of Consideration was subscribed, sworn to, and acknowledged before me this 21 day of April, 1995, by ROSS HARRIS as PRESIDENT of ALMA LAND COMPANY.

My Commission Expires:  
2-15-99  
KY

Rebecca A. Bell  
Notary Public, State at Large,

This Instrument Prepared By:  
STITES & HARBISON  
2300 Lexington Financial Center  
250 West Main Street  
Lexington, Kentucky 40507

By: Thomas E. Meney

## EXHIBIT A

### Tract One

A certain tract or parcel of land, lying and being on Jake Fork of Puncheon Creek, Magoffin County, Kentucky, more particularly described as follows:

BEGINNING at a black oak tree and the Jake Fork of Puncheon Creek; thence running a north course with Jessie Caudill's line to a chestnut oak tree at Frank Bailey's line; thence running a north east course with Frank Bailey's line to a marked chestnut oak joining Junior Hackworth's line; thence running and east course with Junior Hackworth's line to a marked hickory on top of knob joining Trave Hollow; thence running a southward course to a marked hickory; thence turning left down the point a southern course to a marked white oak on the bank of the creek; thence west with the creek to the beginning.

Being the same mining rights and privileges that were excepted and reserved out of that certain surface deed from Wolverine Mining Corporation to Jim Wheeler, et ux by deed dated May 21, 1975, of record in Deed Book 105, Page 583, Magoffin County Clerk's Office.

### Tract Two

Lying and being on the waters of Burton's Fork, Magoffin County, Kentucky and more particularly described as follows:

Beginning at the creek on the right hand side of the same at a rock at A. J. Burton line; thence up the hill with said line to the top of the point at a black jack; thence up the ridge to a chestnut oak; thence around with the menaders of the ridge to a stone at George Elam's line; thence around the ridge with the Morgan County line to Emory Wages line; thence down the point with said line to a chestnut oak at Hiram Wages line; thence down with said fence and said line to a locust; thence a straight line down the hill to a marked stone at the branch; thence with the creek bounding the same Hiram Wages line to a white oak stump on the right hand side of the Burton Creek; thence with Burton Creek to the Rebecca Brown line to a marked stone; thence across the bottom to a marked stone at the foot of the hill; thence a straight line to the top of the point; thence a straight line down the hill along the line bounding Rebecca Brown to a marked stone on Burton Creek; thence following the creek to a marked stone and across bottom with Owens Wages line and a straight line up the hill to the top of point; thence a straight line down the hill to the head of a drain with Owens Wages line and down the drain to the Burton Creek; thence down the creek to a marked

stone; thence crossing to the opposite side of the mouth of the hollow; thence up with the hollow to the head; thence up the point to a hickory to A. J. Burton's line; thence down the point with said line to a maple; thence down the hill to said creek to the beginning.

Being the same property conveyed to Wolverine Coal Corporation from Langley Wages, et ux by deed dated November 11, 1977, of record in Deed Book 114, Page 211, Magoffin County Clerk's Office.

### **Tract Three**

A certain tract or parcel of land, situate, lying and being in the County of Magoffin, State of Kentucky, on Johnsons Fork and more particularly bounded and described as follows, to-wit:

On the left hand fork of Johnson Fork of Licking River lot no. 2. BEGINNING at a stone in the creek corner to lot No. 1 then up the hill to A.J. Burton line with line of No. 1 to a walnut tree; thence with A.J. Burton line with line of No. 1 to a walnut tree, then with A.J. Burton line up the ridge to a black oak, then down the center of the point to a sourwood then on down the point to a chestnut then straight line down the hill to a stone in the branch; then up the branch with the branch to the forks, thence up the left hand fork to a stone, then a straight line to top of the point to a spotted oak, then up the center of the point to a locust, thence up the point to a hickory then up center of the point to Elbert Arnetts line to a chestnut oak, then up the ridge with Arnett's line to a spotted oak, then on down the point between the little lick and old house branch to a chestnut oak, then on down the point to a hickory; then on down the point to a pine; then on down the point to a chestnut oak corner; then straight line down the hill to head of hollow; then down the hollow to a creek; then down the creek to the beginning. The tobacco base is severed from the foregoing described tract of land.

Being the same property conveyed to Wolverine Coal Corporation from Walter Perkins, et al by deed dated January 31, 1978, of record in Deed Book 121, Page 405, Magoffin County Clerk's Office.

### **Tract Four**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

The line of said tract or parcel begins at a sycamore stump and a

marked stone near the branch, thence a north course up the hill with a wire fence to the top of the point to a marked stone known as the Ashford Joseph line; thence an east course running with the said Joseph line near the top of the hill to Lindelle Marshall's line; thence running with Lindelle Marshall's line a south east course with the ridge to a marked stone about 20 yds. east of joining line between Kaskel Marshall's heirs land Lindell Marshall; thence straight down the hill to the branch about 20 yd., northwest of Vinson Marshall's house; thence down the branch with Vinson Marshall's line to an apple tree to a marked stone; thence down the branch about thirty yards to a marked stone; thence a south course with Vinson Marshall's line up the hill with a wire fence to the top of the point to a marked stone; thence a south course with the center of the point to the top of the hill, to a marked cliff rock joining to W. T. Hall's line to Beecher Risner's line running the ridge; thence running a north course with said Risner's line down to the end of the point to a marked stone; thence leaving the said Risner's line running down the point with the fence to a hickory tree; thence straight line down the hill to a marked stone at the foot of the hill; thence a west course around the hill to a hickory and to a marked stone; thence a north course down the hill to the main branch; thence up the main branch to the beginning.

Containing 45 acres more or less.

Being the same property conveyed to Wolverine Mining Corporation from Jessie Minix, Widow, by deed dated August 17, 1979, of record in Deed Book 117, Page 612, the Magoffin County Clerk's Office.

#### **Tract Five**

Lying and being on the waters of the Right Fork of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at top of knob joining the Issac Risner old farm; thence running a west course to Will Hall's line to a small branch at the line of Will Hall; thence running up the hill a west course to the top of the knob adjoining Vinson Marshall's line, thence up the ridge a North East course and with Vinson Marshall's line to a chestnut oak tree; thence an east course down the point to a small locust near the branch; thence a north east course up the hill to the top of the point to a hickory; thence an East course to the top of the knob to a marked rock at the Isaac Risner old line thence a west course down the ridge and the Isaac Risner old line to the beginning.

Containing 50 acres more or less.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of

record in Deed Book 105, Page 129, Magoffin County Clerk's Office.

#### **Tract Six**

Lying and being on the waters of Brushy Fork of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at Lot # 5 on left hand side of the branch thence up the hill to Will Hall's line, thence with said Will Hall's line to Millard Risner's line; thence with Millard Risner's line to the Estill Marshall line on the ridge; thence a straight line down the hill and cross the branch to the beginning.

Containing 50 acres more or less.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 132, in the Magoffin County Clerk's Office.

#### **Tract Seven**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at top of knob adjoining the Isaac Risner line; thence running a west course to Will Hall's line to a small branch at the line of Will Hall; thence running up the hill still a west course to top of the knob adjoining Vinson Marshall line; thence with the ridge a North East course with Lewis Whitaker's line to top of knob; thence turning a south course down with Lewis Whitaker's line to a small branch; thence up a hill a straight line to a chestnut oak on top of the hill; thence running a west course with the ridge and Luther Lewis line to Isaac Risner's line place of beginning.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 128, Magoffin County Clerk's Office.

#### **Tract Eight**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at the branch with Charley Minix line, running a southern course to the top of the point; then an eastern course with the center of the ridge, running with the Wolverine Mining

Corporation line to the Jack Francis line; then a northern course with the center of the ridge and the Jack Francis line to the Arthur Marshall line, and then northwest with Marshall's line to Lindle Marshall line and then a southern course with the drain to the branch at the beginning.

Containing 127 acres more or less.

Being the same property conveyed to Wolverine Coal Company from Prock Jackson and Olga Jackson, his wife, by Deed dated July 2, 1979, of record in Deed Book 117, Page 488, of record in the Magoffin County Clerk's Office.

There is excepted from the above that certain surface tract or surface parcel conveyed to Aaron Boyd, et ux by deed dated July 21, 1989 from Wolverine Mining Corporation of record in Deed Book 138, Page 430, Magoffin County Clerk's Office and more particularly described as follows:

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky:

Beginning at an iron pin in center of road; Thence across the branch and up a point the following courses to the top of the hill: S17-00E, 162.97 ft. to an iron pin on the point; Thence S19-03-35E, 111.32 ft. to an iron pin on the point; Thence S21-27-35E, 116.96 ft. to an iron pin on the point; Thence S47-28-25E, 151.61 ft. to an iron pin on bench on the point. Thence S14-37-40E, 236.18 ft. to an iron pin on the point; Thence S00-44-40E, 118.38 ft. to an iron pin on the point. Thence S30-13-45W, 134.26 ft. to nail in large rock on top of ridge. Thence an eastern course with the center of the ridge, running with the Wolverine Mining Corporation line to the Jack Francis line; Thence a northern course with the center of the ridge and the Jack Francis line to the Arthur Marshall line, and then northwest with Marshall's line to a marked hickory on center line of ridge a corner. Thence downhill the following courses: S37-18-05W, 67.34 ft. to an iron pin on the point; Thence S27-51-05W, 173.75 ft. to an iron pin on small bench on point. Thence S22-20-05W, 311.53 ft. to an iron pin in the center of hollow (drain). Thence S31-02-45W, 96.35 ft. to the beginning.

All oil and gas and other minerals excepted. The coal was previously sold to The Elk Horn Coal Corporation.

#### **Tract Nine**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

#### **Tract A**

Beginning at the forks of Gun Creek, and running up the Marion Patrick fork to the Albert Marshall branch; thence up the branch

and with the branch to Albert Marshall's line; thence with Patrick's line to W. M. Arnett's line; thence with the center of the ridge to Isaac Risner's line to Miles Marshall's line; thence down the hill with Marshall's line to the creek; thence with the top of the hill to Vince Marshall's line, with the center of the ridge to Beecher Risner's line, with his line to J. P. Galespie's line, with his line to the beginning.

#### Tract B

Beginning at the mouth of the Andy Howler, at a marked stone, a straight line to a white oak; thence with the white oak to a beech; thence to a chestnut oak; thence to a hickory; thence to a white oak and marked stone at the lower side of Big Branch; thence around the branch to a marked stone; thence turning down the hill; thence down the hill with the haul road to a sinom tree; thence running with the road to the beginning.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 126, Magoffin County Clerk's Office.

#### **Tract Ten**

Lying and being on the waters of Brushy Fork of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at the Forks of Gun Creek running up Brushey Fork Creek to a lime stone rock, marked by X corner on same running straight up hill on line to a white oak tree; thence running up the point to the top of the ridge at John L. Gillispie line; thence running down the hill to John L. Gillispie line to the beginning.

Being the same property conveyed to Wolverine Mining Corporation from Ellis Montgomery and Arzela Montgomery, his wife, by deed dated the August 3, 1978, of record in Deed Book 114, Page 209, Magoffin County Clerk's Office.

#### **Tract Eleven**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at a marked corner stone near the branch, running a straight line to the top of a hill to a hickory tree; thence running with Measlden Branch to the beginning, with the exception of cemetery lot and road leading to it.

Containing 15 acres more or less.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 123, Magoffin County Clerk's Office.

#### **Tract Twelve**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at a marked rock at the branch, running a straight line across the bottom to a plumb bush at a rock; thence around the hill to a hickory tree to a rock; thence around the hill to a hickory tree to a rock; thence up the left hand hollow to the end of the point; thence a straight line to the T. H. Patrick line, with some hickory bushes; thence a straight line to a locust marked on top of the knob; thence running with the division fence to a beech tree to the end of the point; thence a straight line, down the hill, across the bottom to a beech tree at the Marion Montgomery grave yard; thence running with the road to the beginning.

Containing 50 acres more or less.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 122, Magoffin County Clerk's Office.

#### **Tract Thirteen**

Lying and being on the waters of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning on Gun Creek, on the line of David Marshall, and on the Right Fork of Gun Creek, and with Dave Marshall's line to the top of the hill, with a west course to Ambrose Mullin's line; thence with his line, south course with the center of the ridge to Albert Marshall's line; thence down the hill with Albert Marshall's line southeast course to Albert Marshall's line; thence with Albert Marshall's branch to the mouth of the same; thence a north course down the creek, to the beginning.

Being the same property conveyed to Wolverine Mining Corporation from Terry Elkhorn Mining Company, by deed dated June 4, 1974, of record in Deed Book 105, Page 125 Magoffin County Clerk's Office.

#### Tract Fourteen

Lying and being on the waters of the Right Hand Fork of Gun Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at the creek with the line of Dee Marshall; thence running with the creek a Westerly direction to Nora Carpenter's line; thence with said Carpenter line to the top of the hill to Higgins Branch; thence right with the ridge down to Dee Marshall's line; thence running down the hill with Marshall's line to the beginning.

Being the same property conveyed to Wolverine Coal Corporation from Oran Salyer, et ux by deed dated May 23, 1973, of record in Deed Book 104, Page 531, Magoffin County Clerk's Office.

#### Tract Fifteen

Lying and being on the waters of Salt Lick Branch, Magoffin County, Kentucky and more particularly described as follows:

Beginning at the creek with the Becky Jane Howard line and Roy Wireman heirs line, then running a southern course of the hill with Becky Jane Howard line to the Hatcher Allen line then a eastern course with said line to the Floyd County line then a northern course with said line to the Floyd County line then a northern course with said line to the Fred Miller line, then a western course to the Roy Wireman heirs line, then a S. W. course with said line to the beginning.

Containing 85 acres more or less.

Formerly described as:

Located in State of Kentucky, County of Magoffin on waters of Licking River on Salt Lick Creek, bounded as follows, and being Lots Number 3 and 4 in the estate of Carolina Prater, deceased Lot No. 3 beginning on a marked maple on Lot No. 2; thence running up the ridge with S. B. Allen's line to Hatcher Allen's line with said line to a marked pine on Lot No. 2; thence with Lot No. 2 to the beginning.

Lot No. 4; Beginning on a marked black oak on Lot No. 2; thence running with Hatcher Allen's line a marked chestnut a straight line to a marked pea bush at the creek; thence running with the creek to county road to forks of creek; thence down the creek to Lot No. 1; thence with Lot No. 1 to the top of point; thence with Lot No. 2 to the beginning.

Lot No. 6; Beginning on Lot No. 5 on marked black oak running up

ridge with Wash Miller line to Chester Howard's line with said line to a marked chestnut oak; thence down the point to a marked rock; thence a straight line to a marked rock near the creek; thence down the creek with Lot No. 5 to the beginning Lot No. 7; Beginning on Lot No. 6 on a chestnut oak; thence running up ridge with Chester Howard's line to Henry England line with said line to Oscar Slone line with said Slone's line to Hatcher Allen's line; thence down the hill to the branch; thence with branch to creek to Lot No. 5; thence with same line running down creek to Lot No. 6 to a marked rock; thence with same to the beginning.

Lot No. 5, in the estate of Carolina Prater, deceased, as allotted by commissioners and bounded and described as follows:

Beginning on a marked chestnut on Lot Number 4, running a straight line down the hill with Hatcher Allen's line to creek near mouth of Pitts Branch; thence down the creek near the house, cross the creek to a marked rock, thence a straight line to top of ridge to Wash Miller's line to a marked black oak, with said line to a marked chestnut oak, thence down the hill with Roy Wireman's line to a marked rock near the creek, cross the road to the creek and up the creek to a lot number four thence with same line to the beginning.

Being the same property conveyed to Wolverine Coal Corporation from Rosetta Prater, et al, by deed dated April 16, 1975, of record in Deed Book 105, Page 522, Magoffin County Clerk's Office.

#### **Tract Sixteen**

Lying and being on the waters of Long Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning on a dogwood on Lot No. 2; thence north course within line of Lot No. 2, to the top of the hill at corner of Lot No. 2; thence with ridge and George Allen's line to a hickory tree; thence east course down the hill by marked ash tree to rock at the drain; thence south with the drain to the beginning on dogwood bush. No. 4 to have road over Lot No. 2 to the creek.

Being the same property conveyed to Wolverine Coal Corporation from Herbert Allen, et ux by deed dated October 30, 1975, of record in Deed Book 111, Page 73, Magoffin County Clerk's Office.

#### **Tract Seventeen**

The right to use the surface of the following described property for coal mining purposes including but not exclusively strip, auger, pit, deep and any combination thereof, together with rights of ingress and egress, the right to transport coal, supplies and equipment and all other rights which are reasonably

necessary to the mining of coal from the following described property and adjacent tracts of land; the land upon which said rights are conveyed is described as follows, to-wit:

Lying and being on the waters of Long Creek, Magoffin County, Kentucky and more particularly described as follows:

Beginning at a beech tree marked X thence a straight line up the point with its center to top of ridge to S. B. Allen line thence down the ridge with said line to Kindle Joseph and others line; thence down the hill with said line to the creek; thence up the creek with said creek to the beginning.

Being the same surface rights conveyed to Wolverine Mining Corporation from Robey Brown, et ux by deed dated January 17, 1976, of record in Deed Book 111, Page 215, Magoffin County Clerk's Office.

#### Tract Eighteen

##### TRACT A

Lying and being on the waters of Salt Lick Creek a tributary of Licking River, Magoffin County, Kentucky;

BEGINNING at the creek at the upper end of Wiley Prater farm thence South course with said line to the top of the hill; thence with ridge to Enoch Stone line to a chestnut oak; thence with said line east to the creek; thence crossing the creek up the other side with said line to a chestnut oak down to Brosen Shepherd line; thence north course to Joe Richardson line with the ridge and said line to Wiley Prater line west with said line to the beginning. Containing 100 acres more or less.

##### TRACT B

~~BEGINNING at the cross fence at Noah Stone line at the north side of the branch; thence a straight line up the hill with said fence to the top of the hill to Farish Allen line; thence as east course with said line to the Floyd County line; thence a north course with Louis Shepherd line to a big chestnut oak; thence a straight line to the branch to the beginning. Containing 125 acres more or less.~~

deleted

Being <sup>one of</sup> the ~~same two~~ tracts of property conveyed to Wolverine Coal Company from Hatcher Allen, et ux by deed dated October 31, 1974, of record in Deed Book 108, Page 449, Magoffin County Clerk's Office.

TRACT B

A certain tract of land lying and being in the County of Magoffin and State of Kentucky on Salt Lick Creek a tributary of Licking River and bounded as follows to-wit:

On Salt Lick Creek a tributary of Licking River.

Beginning on the north side of the creek at Nay Salyer's line across the bottom to a beech tree at the foot of the hill, up the hill with the fence to the top of the point up the point to the top of the hill at the head of Ash Log branch, thence an East course with Simon Allen's line around the ridge between Long Creek, Salt Lick to S.B. Allen's other line with said line around the ridge and down the point with a fence to the creek across the creek a straight line to the top of the hill leaving S.B. Allen's line and bordering on D.F. Brown line, with said Brown line to Nay Salyer line on the ridge between Salt Lick and Alum Rock Fork with said ridge around and down the hill to the beginning containing 207 acres.

Tract C

A certain tract of land lying and being in the County of Magoffin and State of Kentucky on Salt Lick Creek known as the Ash Log Branch a tributary of Licking River and bounded as follows to-wit:

Beginning at the mouth of the Branch at a marked post up said Branch with its meanders to a rock set in the ground opposite a cross fence at the upper end of the grass field a straight line from the Elm up the point with the center of the point to the top of the hill to George Howard's line with said line and ridge to George Allen's line with said line to Green Allen's line with his line and center of ridge to J.B. Allens with said line to S.B. Allens with said line to N.P. Salyer line with said line west course to C.M. Whitaker line with said line down the point between Ash Log and Salt Lick to a marked chestnut. Thence a straight line from the chestnut to the second post above the Bars; thence down the creek to the beginning.

Containing 125 1/3 acres.

Being the same three tracts of property conveyed to Wolverine Coal Corporation from W. L. Mullen, et ux by deed dated July 23, 1975, of record in Deed Book 110, Page 577, Magoffin County Clerk's Office.

STATE OF KENTUCKY } SOL.  
MAGOFFIN COUNTY }  
I, Haden B. Annett, Clerk of  
the County and State aforesaid  
do hereby certify that the foregoing Deed of the County and State aforesaid  
dated the 28th day of April 1995  
has been duly  
lodged for record, whereupon the same has been duly  
recorded in my office.  
Given under my hand, this 2nd day of May 1995  
HADEN B. ANNETT, Clerk  
Deed BK 151  
p-205

THIS DEED OF CONVEYANCE, made and entered into this 27<sup>TH</sup> day of June, 1997, by and between 3JM COMPANY, INC., a Kentucky corporation and JOE D. WEDDINGTON, Individually and as Sole Shareholder and Director, whose mailing address is P.O. Box 112, Prestonsburg, Kentucky 41653 hereinafter collectively referred to as Parties Of The First Part, and

APPALACHIAN LAND COMPANY, a Kentucky corporation, whose mailing address is P. O. Box 279, PIKEVILLE, Kentucky 41502, hereinafter referred to as Party Of The Second Part.

**W-I-T-N-E-S-S-E-T-H:**

That the said Parties Of The First Part for and in consideration of Two Hundred And Ninety-One Thousand Dollars (\$291,000.00), the receipt and sufficiency of which is hereby acknowledged, Parties Of The First Part do hereby grant, sell and convey all of its right, title and interests unto the Party Of The Second Part, its successors and assigns, in and to those certain tracts or parcels of land lying and being in Floyd County, Kentucky, and more particularly bounded and described as follows:

**TRACT 1**

Lying in Floyd County, Kentucky on the west side of KY Route 3 (Lancer-Watergap Road) and being more particularly described as follows:

Beginning at a point 110 ft. right of KY 3 centerline Station 31+00; thence S 6 degrees 02 minutes 32 seconds W, 202.06 ft. to a point 50 ft. right of Station 33+00; thence S 28 degrees 17 minutes 58 seconds W, 195.59 ft. to a point 50 ft. right of Station 35+00; thence S 32 degrees 35 minutes 34 seconds W, 141.95 ft. to a point 50 ft. right of Station 36+45; thence S 34 degrees 58 minutes 04 seconds W, 205.24 ft. to a point 50 ft. right of Station 38+50; thence S 80 degrees 06 minutes 43 seconds W, 141.42 ft. to a point 150 ft. right of Station 39+50; thence N 60 02 minutes 46 seconds E, 125.72 ft. to a point 97 ft. right of Station 38+37; thence N 33 degrees 27 minutes 16 seconds E, 190.52 ft. to a point 102 ft. right of Station 36+45; thence N 33 degrees 25 minutes 08 seconds E, 138.90 ft. to a point 100 ft. right of Station 35+00; thence N 24 degrees 18 minutes 09 seconds E, 381.34 ft. to the point of beginning. The above described parcel of land contains 36,939 square feet or 0.0848 acre, more or less.

Being the same property conveyed to Parties Of The First Part, by the Commonwealth of Kentucky, by Deed dated April 20, 1982, of record in Deed Book 267, Page 208, Floyd County Clerk's Office.

**TRACT 2**

Lying in Floyd County, Kentucky, on the waters of Big Sandy River and more particularly described as follows:

"150 feet running with the C & O right of way; thence 100 feet up the hill; thence 150 feet running back to a small locust tree; thence 100 feet down to the C & O right of way, the place of beginning."

Being the same property conveyed to Parties Of The First Part, by Jack S. Hopson, et ux by deed dated July 13, 1981, of record in Deed Book 257, Page 546, Floyd County Clerk's Office.

**TRACT 3**

Lying in Floyd County, Kentucky, on the waters of Calf Creek and more particularly described as follows:

BEGINNING in the forks of the branch; thence N 38 E 46 poles to a black oak, N 11 E 43 poles to a hickory and black oak, S 77 E 90 poles to two dogwoods, N 80 E 38 poles to six service bushes, S 44 E 106 poles to two black oaks on a knob S 5 E 76 poles to two chestnut oaks on a knob between Daniels Creek and said Branch, S 89 W 67 poles to a black oak, S 58 W 36 poles S 74 to a chestnut oak, N 78 W 76 poles to a red oak, S 50 W 62 poles S 89 W 82 poles to a black locust N 50 W 20 poles to a sourwood N 3 E 40 poles N 22 W 38 poles to a black oak, N 50 E 26 poles N 39 E 44 poles to the beginning. Containing 406 acres, more or less.

Being TRACT 5 and TRACT 6 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

**TRACT 4**

Lying and being located on the waters of Simon Branch, a tributary of State Road Fork of Middle Creek, adjacent to Kentucky Route No. 1427, approximately 10 mile West of Prestonsburg, Kentucky, and more particularly described as follows:

All the surface underlying Tract Nos. 2, 3, and 4 as shown on map of the property of Caleb Whitaker of record in the office of the Clerk of the Floyd County Court in Book 1, Page 1, Slide 41. The First Parties Of The First Part are not selling Tract No. 1.

The Parties Of The First Part also convey an easement of twenty-five (25) feet in width over Tract No. 1 and the lots located on the above referenced map of Caleb Whitaker property, said easement described as follows:

BEGINNING at a stake; thence N.22.30 E to a stake; thence N. 8.30 W to a stake N. 25-11 W to a stake which easement may be used for the purpose of carrying on any Deed mining or

mining under drainage, but no strip mining is to be done on either tract No. 1 or the lots above mentioned.

Being TRACT 7 conveyed Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excepted from the above lands the property described as follows:

Deed dated November 22, 1977, of record in Deed Book 231, Page 468; and

Deed dated June 7, 1978, of record in Deed Book 234, Page 489; and

Deed dated February 2, 1990, of record in Deed Book 333, Page 538. All references to the records of Floyd County Clerk's Office.

#### TRACT 5

Lying and being located on the waters of Middle Creek, Floyd County, Kentucky, and described as follows:

##### Parcel A:

Situated on Simon Branch of State Road Fork of the Right Fork of Middle Creek and described as follows:

"Beginning at an iron stake (set) in the branch in the right hand fork of Simon Branch, being a corner to Willie Holbrook, with said stake being approximately 150 feet above the confluence of the branch with the left hand fork; thence leaving the branch and up the point with the fence and Holbrook line to the top of the ridge to the Johnson County line, also being a corner to Everett Ramey; thence leaving the Holbrook line and running with the Ramey and said County line along the center of the ridge to the Molly Prater line; thence leaving the Ramey line and said County line and continuing along the center of the ridge with the Prater line to the Jot Marsillett line; thence leaving the Prater line and continuing along the ridge with the Marsillett line to the Andrew Frasure line; thence leaving the Marsillett line and continuing along the ridge with the Frasure line to the Joe Weddington line; thence leaving the Frasure line and continuing along the ridge with the Weddington line to the Willie Holbrook line; thence leaving the Weddington line and running down the hill with the fence and Holbrook line to the point of beginning and containing approximately 118 acres more or less.

**Parcel B:**

Situated on the waters of Middle Creek on the Old House Branch and described as follows:

"Beginning on a line made by J. P. Adams and Jas Williams above where J. P. Adams lives; thence running across with said line so as to include all the land parties of the first part own above said line."

Parcel A and Parcel B being TRACT 11 and TRACT 12 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

**TRACT 6**

Lying and being on the waters of Middle Creek, Floyd County, Kentucky and more particularly described as follows:

"Beginning on a black oak on top of hill on the right hand side of State Road going towards Middle Creek; thence with the top of the hill to a marked stone; thence down the center of the point to a sycamore snag or stump of bushes corner to Jack Patrick; thence across the branch in an easterly direction and up the center of the point to the top of the hill to a sourwood and a stone on the top of a high knob; thence down the hill to center of gap at the state road; thence up the center of the gap on opposite ridge to the beginning corner."

Being TRACT 13 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excepted from the above lands the property described in the following deeds:

Deed to Roger D. Justice, et ux dated September 26, 1977, of record in Deed Book 159, Page 416, Floyd County Clerk's Office.

**TRACT 7**

Lying and being on the waters of Bull Creek, Floyd County, Kentucky and being more particularly described as follows:

Beginning at a concrete monument in the west right of way line of the Lancer-Watergap Road in Floyd County, corner to Joe D. WEDDINGTON, said concrete monument being located 100' right of Sta. 47+75; thence southeast 50' to a point located 50' right of Sta. 47+75; thence a southwest direction along a line located 50' to the right of and parallel to the centerline of the Lancer-Watergap Road to a point 50' right of Sta. 52+44; thence a northwest direction 35' to a concrete monument located 85' right of Sta. 52+44; thence along the right of way line to a concrete monument located 120' right of Sta. 51+00; thence continuing with said right of way line to a concrete

monument located 100' right of Sta. 49 + 50; thence continuing with said right of way line to the beginning. All station numbers are referenced to the Highway Department's survey and plans for the Lancer-Watergap Road.

Being TRACT 14 conveyed to Parties Of The First Part deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excluded from the above lands the property described in the following deeds:

Deed dated November 21, 1980, of record in Deed Book 251, Page 658 and by Deed of Correction, dated September 28, 1988, of record in Deed Book 322, Page 247, Floyd County Clerk's Office.

#### TRACT 8

Lying on the waters of Bull Creek, Floyd County, Kentucky and being two (2) separate and irregular tracts of land located on the west side of Old Ky Route 1536 (New Route Ky.

3) more particularly described as follows:

##### Parcel A:

Beginning at a point on the west side of Ky Route 3 (Proposed) said point being in the right of way line 110 feet right or west of Centerline station 31+00; thence running with said right of way line southwesterly a distance of 380 feet to a point 100 feet right or west of Centerline Station 35+00; thence running in a northwesterly direction a distance of 296 feet to a point 337 feet west of centerline station 33+17; thence running in a northeasterly direction a distance of 296 feet back to the point of beginning, containing 1.03 acres.

##### Parcel B:

Beginning at a point in the west right of way line of Ky Route 3 (Proposed); said point being 102 feet west of Centerline Station 36+45; thence running in a northwesterly direction to a point in existing Bull Creek; said point being 220 feet west of centerline of Station 36+65; thence southeasterly with the existing Centerline of Bull Creek to a point in the right of way line 97 feet west of Centerline Station 38+37; thence running with the right of way line in a northeasterly direction to the point of beginning, and containing 0.40 acres.

Parcel A and Parcel B being TRACT 16 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

#### TRACT 9

Lying and being on the waters of Bull Creek, Floyd County, Kentucky and more particularly described as follows:

BEGINNING at a sycamore stump near the waters of Big Branch

at the upper end of the log yard bottom, thence running up the side of the hill with or near the fence and with Elder Wright's line to the Hite Calhoun's graveyard; thence with said graveyard up the point a northwesterly direction to the top of the point joining the F. A. Hopkins estate; thence turning down the hill with said Hopkins line an easterly direction to Bull Creek; thence up the creek to the mouth of Big Branch; thence up the waters of Big Branch to the sycamore stump, the place of beginning. There is a twelve foot road, leading from these lands to the County Road where the road is at present.

Being TRACT 18 conveyed by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excepted from the above lands the property described in the following deeds:

Deed dated November 14, 1970, of record in Deed Book 203, Page 595; and

Deed dated January 3, 1972, of record in Deed Book 208, Page 469; and

Deed dated March 5, 1974, of record in Deed Book 215, Page 425. All references to the records of the Floyd County Clerk's Office.

#### TRACT 10

##### Parcel A:

Lying and being on the waters of Bull Creek, Big Sandy River in Floyd County, Kentucky, and more particularly described as follows:

BEGINNING at a stake witnessed by a small clump of dogwood in the right of way of C & O R. R. Bull Creek's Spur Tract, corner to the land of parties of the first part; thence with the line of parties of the first part to the county road; thence with the county road to a stake at the foot of the point; corner to A. J. Wright and Lot No. 1; thence with the line of A. J. Wright and Lot No. 1 to the place of beginning.

##### Parcel B:

Lying and being on the waters of Bull Creek near the mouth thereof in Floyd County, Kentucky and more particularly described as follows:

BEGINNING at a triple elm on the East bank of Bull Creek, thence crossing Bull Creek, and running across the bottom N. 86 25 W. 624.28 feet to a stake near the foot of the hill, bearing S. 25 E. 3.8 feet to a marked Mulberry; thence running up the hill N. 77 45 W. 46.44 feet to a five inch hickory; thence N. 69 23 W. 169.93 feet to a small hickory on the point between Big Sandy River and Bull Creek; thence running with said point S. 46 09 W. 62.37 feet to a nine inch basket oak; thence S. 54 56 W. 102.77 feet to an eight inch white oak; thence S. 66 01 W. 81.04 feet to a double red oak; thence S.

69 08 W. 146.37 feet to a six inch scaly hickory; thence S. 69 54 W. 214.60 feet to a four inch hickory; thence S. 70 15 W. 134.00 feet to a sixteen inch black oak; thence S. 78 25 W. 113.60 feet to a large black oak; thence S. 76 17 W. 63.98 feet to an eight inch hickory; thence S. 40 04 W. 53.27 feet to a ten inch hickory, a corner to A. J. Wright's heirs land; thence leaving the point and running down the hill with A. J. Wright's heirs land S. 38 46 E. 143.00 feet to a red oak; thence S. 41 53 E. 117.76 feet to a stake; thence S. 80 29 E. 137.65 feet to a white oak; thence with a wire fence S. 45 20 E. 159.60 feet to an old marked hickory; thence S. 46 00 E. 209.00 feet to a white oak; thence S. 45 00 E. 118.00 feet to a stake; thence S. 61 14 E. 142.20 feet to a stake at the foot of the hill; thence crossing the bottom S. 59 33 E. 295 feet to a stake on the West Bank of Bull Creek, bearing N. 40 E 51 feet to an elm; thence S. 77 36 E. 117.18 feet to a stake in the stump of a white oak; thence S. 61 54 E. 331.51 feet to a stake on the Bank of a Drain, crossing the Prestonsburg Coal Company Railroad Right-of-way at 163.46 feet and 219.53 feet, said stake being a corner to the lands of Valentine P. Hopkins and J. C. Hopkins, thence leaving the lands of A. J. Wright's heirs, and running with the line of Valentine P. Hopkins and J. C. Hopkins N. 15 20 E. 161 feet to a stake in a garden; thence N. 26 11 E. 145 feet to a stake in the east side of the Prestonsburg Coal Company Railroad Right of way; thence leaving the lands of Valentine P. Hopkins and J. C. Hopkins, and crossing the Prestonsburg Coal Company Railroad Right-of-way N. 60 25 W. 50 feet to a stake on West side of Right-of-way 25 feet from the center line of railroad; thence running with a curve to the left parallel to and 25 feet left of center line of railroad for a distance of 348 feet opposite P. T.; thence N. 3 57 E. 495.91 feet to a stake opposite P. C.; thence with a curve to the right a distance of 105 feet; thence N. 86 24 E. 9.00 feet to the beginning, containing 29.99 acres, more or less. There is excepted from this description 312.40 feet of Railroad Right-of-way, 50 feet wide, containing 0.36 acres, more or less, which has heretofore been conveyed to the Prestonsburg Coal Company.

**Parcel C:**

Lying and being on the waters of Big Sandy River at or near the mouth of Bull Creek in Floyd County, Kentucky and more particularly described as follows:

"BEGINNING on the line of Zelmer Younce in the right of way of the C & O Spur Tract, and running down Bull Creek with the right of way line of the C & O Ry to a stake near a poplar tree; thence across the bottom to a three-pronged willow at Bull Creek; thence across the creek to a sycamore; thence down with the creek to a twin sycamore; thence to an elm at the barn; thence up the hill to an elm near a drain; thence running with the road up the hill to the top of the point; thence running with the point up the creek to Zelmer Younce's line; thence down the hill and across the bottom and the creek with his line to the place of beginning.

Parcel A, Parcel B, and Parcel C being TRACT 19 conveyed by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excepted from the above lands the property described in the following deeds:

Deed dated June 4, 1955, of record in Deed Book 159, Page 416; and

Deed dated November 19, 1974, of record in Deed Book 220, Page 136; and

Deed dated November 21, 1980, of record in Deed Book 251, Page 658, and by Deed of Correction dated September 28, 1988, of record in Deed Book 322 Page 247; and

Deed dated July 18, 1979, of record in Deed Book 240, Page 386; and

Deed dated November 7, 1986, of record in Deed Book 305 Page 468; and

Deed dated November 7, 1986, of record in Deed Book 305, Page 465; and

Deed dated November 7, 1986, of record in Deed Book 305, Page 512; and

Deed dated October 19, 1988, of record in Deed Book 322, Page 588, and by Deed of Correction, dated October 27, 1988, of record in Deed Book 324, Page 84. All references to the records of the Floyd County Clerk's Office.

#### TRACT 11

Lying and being in Floyd County, Kentucky on the waters of the Big Sandy River and more particularly described as follows:

Beginning at an iron peg in the southern right of way line of the C & O Railway Company; thence up the river with the C & O Railway Company right of way line 125 feet to an iron peg; thence at right angles running up the hill a distance of 100 feet to an iron peg; thence at right angles and around the hill 125 feet to an iron peg; thence at right angles down the hill a distance of 100 feet to an iron peg in the C & O Right of way, the place of beginning.

Being TRACT 20 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

#### TRACT 12

Lying and being on the waters of Bull Creek on the Big Sandy River in Floyd County, Kentucky, and more particularly described as follows:

"BEGINNING at a stake at the low water mark of the Levisa Fork of Big Sandy River, at a large willow, a corner to V. O. Turner lands; Thence leaving the Big Sandy River, and running with the V. O. Turner line, S. 42° 11' W. 38.20 feet to an iron pipe on the North side of the Chesapeake and Ohio Railway Right-of-Way; thence crossing the center line of the Railway at

50 feet, and iron pipe at 100 feet, S. 32° 40' W. 314.00 feet to a tack in root of a eight inch black oak on a point; thence up the point, S. 02° 58' E. 627.50 feet to a stake, bearing N. 86° 30' E. 7 feet to a small ironwood; thence S. 04° 48' W. 120.50 feet to a cross on rock, witness on a five inch oak; S. 50° 45' W. 7.5 feet; thence S. 02° 12' E. 223.40 feet to a stake witness 6 inch maple, west 11 feet; thence S. 13° 52' W. 106.70 feet to a tack in root of a 30 inch oak, witness same; thence S. 11° 05' E. 134.00 feet to plug in a rock; thence S. 15° 52' E. 134.96 feet to a stake on knob, bearing S. 40° 30' W. 14.8 feet to a 16 inch black oak, a corner to the lands of Minnie and Robert Stevens, also a corner to Alice G. Hopkins Estate; thence leaving the lands of V. O. Turner and Minnie and Robert Stevens, and running with the line of Alice G. Hopkins Estate with the ridge, thence S. 55° 00' E. 251.00 feet to a spanish oak; thence S 70° 30 E 250.80 feet to a cross on a rock by a hickory; thence S. 59° 30' E. 217.00 feet to a locust; S. 54° 00' E. 211.00 feet to a cross on a rock; thence S. 76° 20' E. 270.00 feet to a pine; thence S. 63° 00' E. 165.00 feet to a black oak; thence S. 34° 30' E. 299.00 feet to a red oak; thence S. 43° 50' E. 318.50 feet to a black oak, a corner to A. J. Wright; thence leaving the lands of Alice G. Hopkins Estate, and running with A. J. Wright lines, N. 81° 30' E. 121.70 feet to a stake; thence N. 62° 30' E. 114.00 feet to a cross on a rock; thence N. 78° 30' E. 93.70 feet to a stake; thence N. 68° 40' E. 200.00 feet to a cross on a rock; thence N 60° 55' E. 162.00 feet to a black oak; thence S. 83° 00' E. 199.00 feet to a white oak; thence S. 63° 40' E. 119.00 feet to a spanish oak; thence N. 78° 40' E. 122.50 feet to a cross on a rock; thence S. 74° 30' E. 114.50 feet to a white oak; thence S. 78° 30' E. 111.90 feet to a cross on a rock by twin hickories thence S. 41° 40' E. 266.00 feet to a red oak; S. 41° 30' E. 184.00 feet to a dead chestnut; thence S. 57° 15' E. 69.60 feet to a 10 inch hickory; a corner to Zelmer Younce land; thence leaving the ridge, and the lands of A. J. Wright, running down the hillside with Zelmer Younce line; N. 46° 04' E. 53.27 feet to an 8 inch hickory; thence N. 76° 17' E. 63.98 feet to a large black oak; thence N. 78° 25' E. 113.60 feet to a 16 inch black oak; thence N. 70° 15' E. 134.00 feet to a 4 inch hickory; thence N. 69° 54' E. 214.60 feet to a 6 inch hickory; thence N. 69° 08' E. 146.37 feet to a double red oak; thence N. 66° 01' E. 81.04 feet to an 8 inch white oak; thence N. 54° 56' E. 102.77 feet to a 9 inch basket oak; thence N. 46° 09' E. 62.37 feet to a small hickory; thence S. 69° 23' E. 166.93 feet to a 5 inch hickory; thence S. 77° 45' E. 46.44 feet to a stake at the foot of the hill; thence running across the bottom, and crossing Bull Creek, S. 86° 24' E. 408.00 feet more or less to a point in the center of Bull Creek; thence down Bull Creek and with its meanders a distance of 1910.00 more or less to the mouth of Bull Creek and the river; thence down the edge of river S 48° 57' W 656.00' feet; thence S. 60° 45' W. 262.00 feet to a stake; thence S. 89° 50' W. 420.00 feet to a stake; thence N. 84° 03' W. 970.00 feet to a stake; thence N. 78° 20' W. 276.00 feet to a stake; thence N. 69° 41' W. 192.00 feet to a stake; thence N. 50° 21' W. 224.00 feet to a stake; thence N. 68° 24' W. 128.00 feet to a stake; thence N. 59° 12' W. 244.00 feet to a stake; thence N. 52° 25' W. 580.00 feet to a stake; thence N. 46° 21' W. 568.00 feet to a stake; thence N. 45° 23' W. 796.00 feet to a stake; thence N. 51° 03' W. 212.00 feet to beginning." (Containing 139.25 acres).

There being 15+-acres more or less excepted out of this tract being on the west side of Bull Creek and south edge of this tract to Zelmer Younce.

Being TRACT 21 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

### TRACT 13

Lying and being on the waters of Bull Creek, Big Sandy River, Floyd County, Kentucky and being more particularly described as follows:

#### Parcel A:

Located at the mouth of Bull Creek and South edge of Big Sandy River and being more particularly described as follows:

"BEGINNING at a point on the west right-of-way of proposed Highway down Bull Creek and being on the South edge of river; said point being at opposite of station 24 + 24 of highway survey, and said point being 300.00 feet more or less above the mouth of Bull Creek; thence with right-of-way up Bull Creek to a point opposite station 31 + 00 (and crossing the center of the main line railroad track at opposite station 26 + 77.05); thence with right-of-way 70.00 more or less to the center of Bull Creek; thence down Bull Creek and with its meanders 520.00 feet more or less to the mouth of Bull Creek and edge of river; thence up the river 300.00 feet more or less to the BEGINNING." (Containing 2.50 + acres).

#### Parcel B:

Located on Bull Creek and more particularly described as follows:

"BEGINNING at a point on west right-of-way of proposed highway and in the center of Bull Creek; thence with said right-of-way leaving the center of Bull Creek a distance of 40.00 feet more or less to a point opposite station 33+17 of highway survey; thence to a point opposite station 35+00 of highway survey; thence to a point opposite station 36+35 of highway survey; thence N 70° 25 W 110.00 more or less to a point in the center of Bull Creek; thence leaving the right-of-way and down Bull Creek with its meanders 560.00 feet more or less to the BEGINNING." (Containing 2.20 +- acres more or less).

#### Parcel C:

"BEGINNING at a point on the south side of river and corner to Clemmie Pennington (widow); thence with Clemmie Pennington line S 24° 00 E -272.00 +- more or less to the C & O Railroad right-of-way; thence down the railroad and with C & O right-of-way opposite highway survey station 25 + 14; thence with proposes highway right-of-way to a point on the edge of river and opposite highway survey station 22+75; thence with the edge and up the river to the BEGINNING." (Containing 1.00 +- acres more or less).

Parcel A, Parcel B and Parcel C being TRACT 22 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

#### TRACT 14

Lying and being on the waters of the Big Sandy River, Floyd County, Kentucky and more particularly described as follows:

BEGINNING at a stake, corner of Elson Kendrick line at C & O right-of-way; thence up the hill with said Kendrick's line to top of the hill; thence with the ridge with Dimick's line to a locust on top of the ridge, marked with 4 hacks, thence down the hill to a black oak, marked 3 hacks, thence down the hill to a hickory marked 3 hacks, thence down the hill to a maple snag; thence down the hill to a black oak snag, thence down the hill to a sycamore; thence down the hill to a cherry tree; thence to a sweet gum near the C & O right-of-way thence up the river, with C & O right-of-way, about 500 feet to a stake, the place of beginning.

Being TRACT 23 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

#### TRACT 15

##### Parcel A:

Lying and being located on the West side of Big Sandy River, Floyd County, Kentucky and more particularly described as follows:

BEGINNING at a stake at the low water mark of the Big Sandy River at the mouth of Salmons Branch; thence running with the property line of Josephine D. Dimick, S 46 56 E 924.6 feet to a stake on a point, said stake bearing S 60 40 E 6 feet to an 8 inch white oak, passing the upper corner of a barn at 328.95 feet and 50 feet to the right of same, also crossing the center line of the C & O railway at 405.9 feet; thence up a point S 7 29 E 220.70 feet to a nail in the root of an 18 inch scaly hickory, 1 foot left of same; thence S 3 19 W 290.69 feet to a 16 inch hickory; thence S 15 06 W 214.2 feet to a stake on a ridge between the Big Sandy River and the right fork of the Big Branch; thence leaving the point and with the ridge S 65 06 E 187.28 feet to a cross on a large rock, witnessed on an ash; thence S 56 48 E 310.35 feet to a stake, bearing N 70 E 9 feet to a black oak and N 18 40 E 6 feet to a hickory stump; thence S 45 33 E 310.43 feet to a nail in a black oak root, one foot left of same; thence S 58 30 E 241.58 feet to a stake on a knob a corner to the land of Minnie and Robert Stephens; thence running with Minnie and Robert Stephens land, N 47 52 E 200.02 feet to 2 marked chestnut oaks; thence N 24 40 E 79.93 feet to a stake 1.6 feet left of 8 inch chestnut oak; thence N 45 51 E 204.7 feet to a nail in the root of a 15 inch black oak; 13 inches left of same; thence N 58 22 E 154.91 feet to a stake 2 feet right of a large chestnut oak; thence N 45 46 E 93.35 feet to a stake 8 feet left of a 10 inch chestnut oak; thence N 35 37

E 94.66 feet to a stake on a knob, bearing S 40 30 W 14.8 feet to a 16 inch black oak; thence leaving the lands of Minnie and Robert Stephens and running with the lands of Josephine D. Dimick down a point N 15 52 W 184.96 feet to a plug in a large rock, bearing S 3 E 5 feet to a locust witness, thence N 25 20 W 146.56 feet to a stake 1.8 feet right of a 16 inch chestnut oak; thence N 43 20 W 116.10 feet to a plug in a high rock; thence N 42 19 W 346.97 feet to a 20" black oak; thence N 17 05 W 98.27 feet to a stake 2 feet left of a large chestnut oak; thence N 28 W 456.63 feet to a stake between two power poles; thence N 28 22 W 101.84 feet to a stake 1 foot left of an 8" black oak on the end of a point; thence leaving the point and running down the hillside and across a bottom N 25 44 W 1172.2 feet to a stake on top of the river bank, bearing S 66 20 W 250 feet to an 18" pine; thence same course 112 feet to a stake at the low water mark of the Big Sandy River; thence running with the low water mark of the Big Sandy River S 76 38 W 78 feet to a stake S 62 40 W 186 feet to a stake, S 50 W 142 feet to a stake, S 38 W 136 feet to a stake, S 27 11 W 630 feet to a stake, S 28 04 W 189.50 feet to the beginning, containing 62.95 acres.

**Parcel B:**

It is understood between the parties that by a certain instrument dated March 8, 1949, and recorded in Deed Book 141, Page 360, Floyd County Court Records, between Elson Kendrick and Ruth Kendrick, his wife, to Kentucky Mountain Broadcasting Company, a certain easement was conveyed to said company embracing a parcel of land lying with Tract No. 1, above mentioned, adjoining the Chesapeake and Ohio Railway right-of-way, and measuring 474 feet square; and described as follows:

Lying and being located on the West side of the Big Sandy River and more particularly described as follows:

Commencing at a stake on the C. & O. Company's right of way about 105 feet N. E. of the railroad crossing; thence up the river following the said right of way of the C. & O. Railway Co. 474 feet; thence across the bottom at right angles with the first line 474 feet; thence down the river bank at right angles with the second call in above set out 474 feet to a stake; thence back across the bottom parallel with the second call 474 feet to the place of the beginning so as to form a perfect square 474 feet in length on each side, and bordering on side C. & O. Railway Company's right away.

That by the terms conditions and provisions contained in said instrument, first parties retained certain interest by way of reversion and/or otherwise in the tract of land described therein together with the right to travel over the land therein described for the purpose of getting to and from other lands of the grantors in said deed and also reserved the right to use and cultivate said land in said deed described so long as such use and cultivation should not interfere with the operation of the communication system referred to in said deed, and it is now the purpose and intention of first party herein to and do hereby,

released, relinquish and quit-claim unto second party, its heirs and assigns, all of first parties' right, title and interest, including the interest and privilege above set out, and any other rights, privileges or interests in said land retained or reserved by the other mentioned deed whether or not specially enumerated herein.

First parties also convey unto second parties all of first parties; right, title and interest in and to a certain bridge crossing the Big Sandy River at a point near the residence house on the West side of said river to U S Highway NO. 23 on the East side of said river, subject, however, to certain rights contained in the Deed to Kentucky Mountain Broadcasting Company, above referred to.

**Parcel C:**

Lying and being located on the West side of the Big Sandy River, and more particularly described as follows:

BEGINNING at a stake at the low water mark of the Levisa Fork of Big Sandy River, at a large willow, a corner of Tract No. 1 and Tract No. 2 of survey made by Paintsville Engineering company for Josephine D. Dimick, September 6 1947; thence up the river bank S 42 11 W 38.2 feet to an angle iron on the north side of the Chesapeake & Ohio Railway right-of-way; thence running with the lines of Tract No. 1 and No. 2, and crossing the center line of the railway at plus 50 feet, S 32 40 W 314 feet to a tack in the root of an eight inch black oak on point; thence up the point S 2 58 E 627.5 feet to a stake; witness two inch birch N 86 30 E 7 feet; thence S 4 48 W 120.5 feet to a cross on rock; witness five inch oak S 50 45 W 7.5 feet; thence S 2 12' E 223.40 feet to a stake, witness six inch maple West 11 feet; thence S 13 52 W 106.7 feet to a tack in root of a 20 inch oak witness same; thence S 11 05 E 134.0 feet to a plug in rock a corner on Tract No. 1 and land formerly owned by Tean Salmons and now owned by Elson Kendrick; thence running down point with Elson Kendrick's line N 25 20 W 146.56 feet to a stake 1.8 feet right of a 16 inch chestnut oak; thence N 43 20 W 116.10 feet to a plug on a high rock; thence N 42 10 W 346.97 feet to a 20 inch black oak; thence N 17 05 W 98.27 feet to a stake two feet left of a large chestnut oak; thence N 28 W 456.63 feet to a stake between two power line poles; thence N 28 22 W 101.84 feet to a stake one foot left of an eight inch black oak on the end of the point; thence leaving the point and running down the hillside and across a bottom N 25 44 W 1172.2 feet to a stake, (now a guy rod), on top of the river bank bearing S 66 20 W 250 feet to an 18 inch pine; thence N 25 44 W 112 feet to a stake at the low water mark of the Levisa Fork of the Big Sandy River; thence running up the river with the low water mark S 89 22 E 200 feet; thence S 79 53 E 262 feet; thence S 58 39 E 303 feet; thence S 54 22 E 452 feet; thence S 53 45 E 396 feet to the beginning, containing 28.76 acres, more or less, minus 2.55 acres, more or less, in railway right-of-way, leaving net acreage of 26.21 acres, more or less.

**Parcel D:**

Lying and being on the East side of the Big Sandy River between the United States Highway No. 23, right-of-way and Big Sandy River, and more particularly bounded and described as follows: to-wit:

BEGINNING at the upper edge of culvert at the head wall of said highway in the line of Grant Walters and continuing up or South with said highway right-of-way a distance of 70 feet to a stake in the edge of other property of said Grant Walters; thence running with the line of said Grant Walters to Big Sandy River; thence running down Big Sandy River a distance of 70 feet to corner of Grant Walters and the property herein conveyed; thence running back with the line of Grant Walters to the point of beginning. Being a parcel of land fronting 70 feet on said U S Highway No. 23 and running back by parallel lines to the river.

Parcel A, Parcel B, Parcel C and Parcel D being TRACT 24 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

**TRACT 16**

Lying and being on the waters of the Big Sandy River and more particularly described as follows:

Beginning at a stake on the knob between the Big Sandy River, Kelse Hollow and Big Branch of Bull Creek, said stake bearing S. 35 20" E. 11.2 feet to a fifteen inch chestnut oak and S. 80 52' W. 5.2 feet to an eight inch hickory, and being a corner to Lots Nos. 1, 2, and 3 of the Alice G. Hopkins Estate; thence running along the ridge between Big Sandy River and Big Branch, and with the property line of Josephine D. Dimick, N. 27 53' E. 260.77 feet to a cross flat rock, witness an Ironwood; N. 31 25' E. 113.74 feet to a cross on a flat rock, witness on a hickory; N. 29 39' E. 233.19 feet to a stake, witness on a chestnut; N. 51 15' E. 156.46 feet to a cross on a rock witness by an ash; N. 43 52' E. 65.40 feet to a hub, witness on a maple; N. 59 01' E. 329.93 feet to a hub, wintess on a rock; N. 33 30½ E. 282.84 feet to a hub, witness by a white oak; N. 47 04' E. 164.59 feet to a stake 4.5 feet to the left of a black oak; N. 60 22 ½' E. 275.48 feet to a cross on a rock, witness by a small locust; N. 71 39' E. 118.54 feet to a stake on top of a knob witness by a chestnut oak; S. 65 06' E. 42.41 feet to a stake on the ridge, corner to land of Joephine D. Dimick and Elson Kendrick; thence leaving the line of Josephine D. Dimick, and with the line of Elson Kendrick, by reverse calls, down the hill N. 15 06' E. 214.2 feet to a sixteen inch hickory, on a point; N. 3 19' E. 290.69 feet to a nail in the root of an eighteen inch scaly hichory, one foot right of same, on the point, N. 7 29' W. 220.70 feet to a stake on the point, said stake bearing S. 60 40' E. 6 feet to an eight inch white oak; thence leaving said point N. 46 56' W. 924.6 feet to a stake at low water mark at Mouth of Salmon's Branch of Big Sandy River, crossing the center line of the Chesapeake & Ohio

Railway right-of-way at 518.7 feet; also passing the upper corner of a varn at 595.65 feet, and fifty feet to the left of same; thence running down Big Sandy River with the low water mark S. 22 30' W. 554.15 feet to a stake; S. 33 15' W. 497.48 feet to a stake at George Clifton's boat landing S 54 40' W. 214.77 feet to a stake; S. 57 57' W. 336.11 feet to a stake; S. 51 08' W. 298.50 feet to a stake; S. 64 02' 1/2' W. 447.45 feet to a stake bearing S. 87 47' E. 78.8 feet to a twelve inch water birch, said stake being a corto Lot No. 1 of the Alice G. Hopkins Estate drawn by the Layne Heirs in the division of said estate; thence leaving the low water mark of Big Sandy River, and running up the hillside with the line of said Lot No. 1, S. 16 48; E. 360.04 feet to a large hickory, crossing the North line of the C. & O. R.R right-of-way at 56 feet, the center line of railroad at 106.77 feet, and the South line of the railroad right-of-way at 157.54 feet; 30 16' E. 75.83 feet to a six inch white oak; s. 0 30 1/2' E. 215.11 feet to six inch hickory and three inch hichory; S. 3 15' W. 168.80 feet to a fifteen inch black oak on point between Big Sandy River and Kelse Hollow; thence running up above said point S. 46 05 1/2' E. 297.30 feet to a thirteen inch hickory; S. 69 12' E. 235.64 feet to a cross on a large flat rock bearing N. 55 00' E. 3 feet to a small double chestnut oak; S. 85 21' E. 223.52 feet to the beginning, containing 63.01 acres more or less.

Being TRACT 26 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

#### TRACT 17

Lying and being on the waters of Abbott Creek, Floyd County, Kentucky and more particularly described as follows:

Being that same three tracts of land conveyed to Joe D. Weddington, et ux by H. B. Patrick, et ux by deed dated December 22, 1965, of record in Deed Book 189, Page 328, Floyd County Court Clerk's Office.

Being TRACT 28 conveyed to Parties Of The First Part by deed dated November 24, 1980, of record in Deed Book 251, Page 659, Floyd County Clerk's Office.

There is excepted from the above lands the property described in the following deeds:

Deed dated October 26, 1966, of record in Deed Book 191, Page 529; and

Deed dated October 26, 1966, of record in Deed Book 191, Page 531; and

Deed dated October 26, 1966, of record in Deed Book 191, Page 533; and

Deed dated November 12, 1966, of record in Deed Book 191, Page 534; and

Deed dated November 12, 1966, of record in Deed Book 191,

Page 535; and

Deed dated October 26, 1966, of record in Deed Book 192, Page 136; and

Deed dated February 25, 1967, of record in Deed Book 192, Page 382; and

Deed dated April 19, 1967, of record in Deed Book 195, Page 12; and

Deed dated December 21, 1967, of record in Deed Book 197, Page 294; and

Deed dated February 5, 1975, of record in Deed Book 220, Page 446; and

Deed of correction dated November 21, 1980, of record in Deed Book 252, Page 29. All references to the records of the Floyd County Clerk's Office.

With the exception of Tract No. 1 as shown on the map of the property of Caleb Whitaker of record in Book 1, Page 1, Slide 41, Floyd County Clerk's Office, it is the intention of the Parties Of The First Part to convey and Parties Of The First Part do hereby convey all their rights, titles and interests in all real properties located on the waters of Bull Creek, Middle Creek and Abbott Creek, Floyd County, Kentucky owned by Parties Of The First Part regardless of whether said properties are particularly herein described.

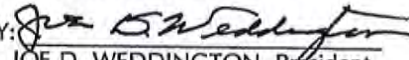
TO HAVE AND TO HOLD the above described property together with all interests, rights, privileges and appurtenances thereunto belonging unto the Party Of The Second Part, its successors and assigns forever, with Covenants of General Warranty.

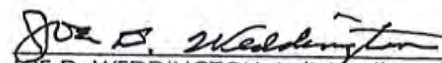
IN WITNESS WHEREOF, the Parties Of The First Part have hereunto subscribed their name the day and year first above written.

Parties Of The First Part

3JM COMPANY, INC.

BY:

  
JOE D. WEDDINGTON, President

  
JOE D. WEDDINGTON, Individually and as  
Sole Shareholder and Director

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1997 by JOE D. WEDDINGTON, President of 3JM COMPANY, INC., a Kentucky corporation, for and on behalf of said corporation.

My commission expires 4/25/98.

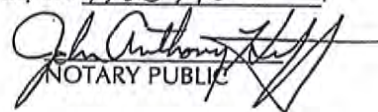
  
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing instrument was acknowledged before me on this the 27<sup>th</sup> day of June, 1997 by JOE D. WEDDINGTON, Individually and as Sole Shareholder and Director.

My commission expires 4/25/98.

  
NOTARY PUBLIC

**CERTIFICATE OF CONSIDERATION**

We, JOE D. WEDDINGTON, President of 3JM COMPANY, INC., and JOE D. WEDDINGTON, Individually and as Sole Shareholder and Director, collectively Parties Of The First Part, and ROSS HARRIS, President of APPALACHIAN LAND COMPANY, Party Of The Second Part, do hereby certify pursuant to KRS Chapter 382, that the above stated consideration in the amount of Two Hundred And Ninety-One Thousand Dollars (\$291,000.00) is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the statement of consideration or sale price of the property is a Class D Felony, subject to one to five years

imprisonment and fines up to Five Thousand Dollars (\$5,000.00).

Parties Of The First Part

3JM COMPANY, INC.

BY: Joe D. Weddington  
JOE D. WEDDINGTON, President

Joe D. Weddington  
JOE D. WEDDINGTON, Individually and as  
Sole Shareholder and Director

Party Of The Second Part

APPALACHIAN LAND COMPANY

BY: Ross Harris  
ROSS HARRIS, President

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing certificate of consideration was subscribed and sworn to before me this the 27th day of June, 1997, by JOE D. WEDDINGTON, President, of 3JM COMPANY, INC., a Kentucky corporation, for and on behalf of said corporation.

My Commission expires 4/25/98.

John Anthony Huff  
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing certificate of consideration was subscribed and sworn to before me on this the 27th day of June, 1997 by JOE D. WEDDINGTON, Individually and as Sole Shareholder and Director.

My commission expires 4/25/98.

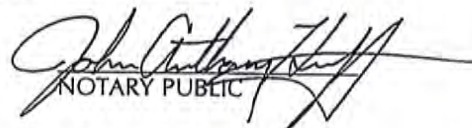
John Anthony Huff  
NOTARY PUBLIC

STATE OF KENTUCKY

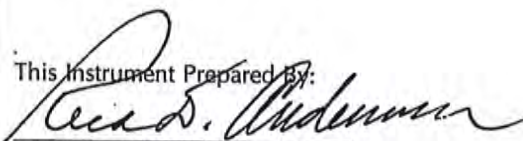
COUNTY OF PIKE

The foregoing certificate of consideration was subscribed and sworn to before me this the 27th day of June, 1997, by ROSS HARRIS, President, of APPALACHIAN LAND COMPANY, a Kentucky corporation, for and on behalf of said corporation.

My Commission expires 4/25/98.

  
NOTARY PUBLIC

This Instrument Prepared By:

  
REED D. ANDERSON  
Attorney At Law  
P.O. Box 280  
Pikeville, Kentucky 41502

C:3JMDSC.DED

STATE OF KENTUCKY

S.S.

WITH \$ 291 TAX PAID ON SAME.

COUNTY OF FLOYD

I, CARLA "ROBINSON" BOYD, Clerk of the County and State aforesaid certify that the foregoing Deed was on the 27 day of June, 1997 at 2:36 o'clock p.m. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 1 day of July, 1997.

CARLA "ROBINSON" BOYD  
BY: Sandy Lowe D.C.

**BOOK** 408  
**PAGE** 36  
Carla "Robinson" Boyd  
Floyd County Clerk

## SURFACE AND MINERAL DEED

THIS SURFACE AND MINERAL DEED made and entered into this the 9 day of December, 1999, by and between JOHNS CREEK ELKHORN COAL CORPORATION, a Delaware corporation, with offices at 1148 Long Fork Road, Kimper, Kentucky 41539-9703, Grantor, and APPALACHIAN LAND COMPANY, a Kentucky corporation, with offices at 452 Town Mountain Road, Pikeville, Kentucky 41501, Grantee.

W-I-T-N-E-S-S-E-T-H:

That for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) (\$18,000.00 for surface sold herein and \$32,000.00 for minerals sold herein), such consideration to be paid to Grantor pursuant to Purchase Agreement of even date herewith among McCoy Elkhorn Coal Corporation, Johns Creek Elkhorn Coal Corporation, Pike County Resources, Inc., Appalachian Land Company, Big Oak Land Corporation, and Alma Coal Corporation, Grantor does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all of its rights, titles and interests, if any, in and to those certain tracts of land located in Pike County, Kentucky, being more particularly described on Exhibit 1 attached hereto and incorporated herein by reference.

The conveyance herein is made subject to all leases, easements, covenants and restrictions whether recorded or unrecorded.

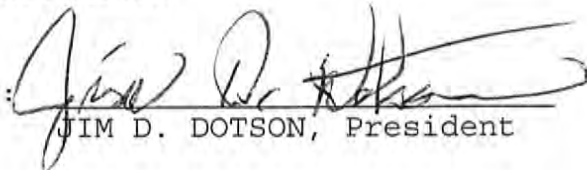
\$50.00 documentary tax paid  
Lillian Pearl Elliott, Clerk  
By Cheryl J. Jett D.C.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging unto the Grantee, its successors and assigns, forever, with no Warranty whatsoever.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has hereunto subscribed its name the day and year first above written.

GRANTOR:

JOHNS CREEK ELKHORN COAL CORPORATION

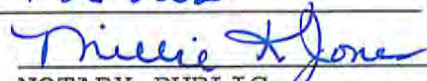
By:   
JIM D. DOTSON, President

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing instrument was acknowledged before me on this the 9 day of December, 1999, by JIM D. DOTSON, as President of JOHNS CREEK ELKHORN COAL CORPORATION, a Delaware corporation, for and on behalf of said corporation, Grantor.

My Commission expires 1-26-2002.

  
NOTARY PUBLIC

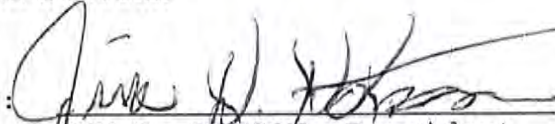
CERTIFICATE OF CONSIDERATION

We, Jim D. Dotson, as President of Johns Creek Elkhorn Coal Corporation, a Delaware corporation, Grantor, and Ross Harris, as President of Appalachian Land Company, a Kentucky corporation,

Grantee, do hereby certify pursuant to KRS Chapter 382, that the above stated consideration in the amount of Fifty Thousand Dollars (\$50,000.00) (\$18,000.00 for surface sold herein and \$32,000.00 for minerals sold herein) is the true, correct and full consideration paid for the property herein conveyed.

GRANTOR:

JOHNS CREEK ELKHORN COAL  
CORPORATION

By:   
JIM D. DOTSON, President

GRANTEE:

APPALACHIAN LAND COMPANY

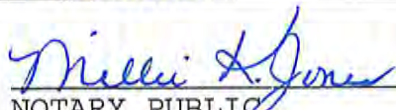
By:   
ROSS HARRIS, President

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing instrument was subscribed and sworn to before me on this the 9 day of December, 1999, by JIM D. DOTSON, as President of JOHNS CREEK ELKHORN COAL CORPORATION, a Delaware corporation, for and on behalf of said corporation, Grantor.

My Commission expires 1-26-2002.

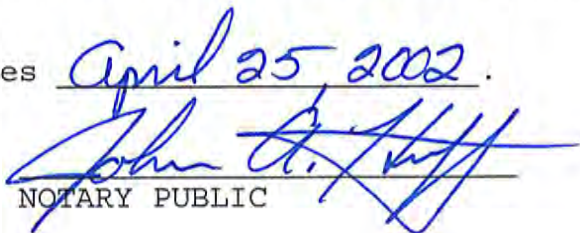
  
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF PIKE

The foregoing certificate of consideration was subscribed and sworn to before me this 9TH day of December, 1999, by ROSS HARRIS, as President of APPALACHIAN LAND COMPANY, a Kentucky corporation, for and on behalf of said corporation, Grantee.

My Commission expires April 25, 2002.

  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

  
Charles J. Baird  
Baird, Baird, Baird & Jones, P.S.C.  
P. O. Box 351  
Pikeville, Kentucky 41502

**EXHIBIT 1**

Lying and being on the waters of Johns Creek, or its tributaries, Pike County, Kentucky, and being more particularly described as follows:

**TRACT A**

All of the property interest including but not limited to coal and coal mining rights in a certain tract or parcel of land located on Long Branch of Meathouse, a tributary of Johns Creek, in Pike County, Kentucky, and more particularly described as follows:

Lot No. 5, containing eighty-four (84) acres, more or less, and bounded as follows:

Beginning on a hickory standing on the top of the ridge next to Rattlesnake Branch of Johns Creek; thence S 77 E 118 poles to a spotted oak; N 37 E 34 poles to two hickories in the head of Trap Fork; N 2 W 116 poles to two chestnuts; N 47 W 20 poles to a stake on the line of Sarah A. Smith lot and running with said line S 61 W 75 poles to a stone on the Branch; S 25 ½ W 94 poles to a stake in the gap; S 91 E 13 poles to the beginning, so as to include all the land in said boundary.

**TRACT B**

All of the property interest in a tract of land being located on the West side of Rattlesnake Branch, a tributary of Johns Creek, to-wit:

Beginning at a stake, the fourth corner of Kentland Coal & Coke Company's Mineral Tract No. 1034-1; thence with the lines of same N 0-59-00-W 420.20 feet to a point on the dividing ridge between Spring or Varney Branch and Rattlesnake Branch; thence leaving the Kentland Coal & Coke Company's tract lines and running up and with the center of the said ridge N 28-33-30 E 88.47 feet to a nail in a stump, witnessed on a 6" dogwood 5 feet left; thence N 37-47-20 E 196.21 feet to a nail in a root witnessed on a 10" maple 0.50 right; thence N 68-33-20 E 178.54 feet to a nail in a stump witnessed on a 1" maple two feet right; thence N 79-00-00 E 45.0 feet to a stake; thence N 3 N 36-04-30 E 246.43 feet to a stake; thence N 38-10-20 E 158.06 feet to a nail in a root witnessed on a 6" hackberry 0.50 feet left; thence N 47-38-00 E 149.54 feet to a point on the third line of Kentland Coal & Coke Company's said Mineral Tract No. 1034-1; thence leaving the center of the ridge and running with the said tract line S 31-59-50 W 1,355.08 feet back to the beginning, containing

3.65 acres, more or less.

### TRACT C

All of the property interest in a tract of land being located on the Southeast side of Varney Branch, a tributary of Johns Creek, and more particularly described as follows:

Beginning at a point on the dividing ridge between Spring or Varney Branch and Rattlesnake Branch of Johns Creek, said point being on the fourth line of Kentland Coal & Coke Company's Mineral Tract No. 1034-1; thence leaving the said dividing ridge and running with the said tract line around the side of the ridge on the Spring or Varney Branch side N-0-59-00 W 702.75 feet to a stake on a steep hillside by a beech West of the head of a drain, said stake being on a line of Big Sandy Company's Mineral Tract No. 437; thence leaving the lines of Kentland Coal & Coke Company's Mineral Tract No. 1034-1 and running with a line of the Big Sandy Company's Mineral Tract No. 437 N 83-08-00 E 785.07 feet to a point on the third line of Big Sandy Company's Mineral Tract No. 437 and running with the said Kentland Coal & Coke Company's tract line S 31-59-50 W 79.52 feet to a point on the said dividing ridge between Spring or Varney Branch and Rattlesnake Branch; thence leaving the Kentland Coal & Coke Company's tract line and running down and with the center of said ridge S 47-38-00 W 149.54 feet to a nail in a root witnessed on a 6" hackberry 0.50 feet right; thence S 38-10-20 W 158.06 feet to a stake; thence S 36-04-30 W 246.43 feet to a stake; thence S 79-00-00 W 45.0 feet a nail in a stump witnessed on a 1" maple 2 feet left; thence S 68-33-20 W 178.54 feet to a nail in a root witnessed on a 10" maple .50 feet left; thence S 37-47-20 W 196.21 feet to a nail in a stump witnessed on a 6" dogwood 5 feet right; thence S 28-33-30 W 88.47 feet to the beginning, containing 6.47 acres, more or less.

### TRACT D

All of the property interest in a tract of land being located on the North side of Dick Hollow, a tributary of Johns Creek, and more particularly described as follows:

Beginning at a nail in a stump at the center of a knob between Old House Branch of Varney Branch, main Johns Creek, and Dick Hollow, said point being a corner between Kentland Coal & Coke Company's Mineral Tract No. 1034-1, a 21.4 acre tract owned by W. A. May and Big Sandy Company's Tract No. 437; thence leaving the Kentland Coal & Coke

Company's tract lines and the W. A. May tract lines and running with the Big Sandy Company tract lines down a spur point between main Johns Creek and Dick Hollow S 66-20-40 W. 252.39 feet to an 18" hickory; thence S 15-02-00 W 143.15 feet to a 20" black oak; thence S 28-54-00 W 172.50 feet to a 24" yellow oak; thence S 39-19-40 W 127.49 feet to a 16" yellow oak; thence S 20-28-20 W 206.85 feet to a 20" yellow oak; thence S 33-51-00 W 94.67 feet to a stake; thence leaving the center line of said point and running around the side of the hill toward the head of Dick Hollow S 87-06-20 E 530.00 feet to a stake on a line of the said W. A. May tract; thence leaving the Big Sandy Company tract lines and running with the said line of the W. A. May Tract N 2-03-10 E 788.84 feet back to the beginning, containing 6.0 acres, more or less.

### TRACT E

All of the property interest including but not limited to minerals and mineral rights in, on and under a tract of land lying and being on Dick Hollow, a tributary of Johns Creek, in Pike County, Kentucky, and more particularly described as follows:

Beginning at a nail in a stump at the center of a knob between Old House Branch of Varney Branch of Johns Creek and Dick Hollow of Johns Creek, said point being a corner between Kentland Coal and Coke Company's Mineral Tract No. 1034-1 and Big Sandy Company's Mineral Tract No. 437; thence leaving the said Big Sandy Company tract lines and running with the dividing ridge between Old House Branch and Dick Hollow and the said Kentland Coal and Coke Company tract lines S 56-54-E 261.27 feet to a chestnut oak; thence S 85-12 E 728.15 feet to a stake between two hickories; thence leaving the said dividing ridge and running around the lower edge of a bench in the head of Dick Hollow S 63-48 E 459.74 feet to two small hickories; thence S 21-39 E 415.01 feet to an 18 inch black oak stump on the point between Rattlesnake Branch and Dick Hollow, black oak called for; thence S 13-00 W 40 feet to a spanish oak; thence S 15-00 W 35 feet to a stake between a black oak and hickory on a line of Big Sandy Company's Mineral Tract No. 436; thence leaving the said point and Kentland Coal and Coke Company tract lines and running down the lower side of Dick Hollow with a line of the said Big Sandy Company Tract No. 436 N 87-06 W 1,522.44 feet to a point on said line; thence leaving the said Big Sandy Company line and running N 2-03 E 788.84 feet back to the beginning, so as to contain 20.6 acres more or less.

TRACT F

All the property interest in all those rights and privileges to transport coal from the Kentland tract from the upper reaches of Rattlesnake Branch of Johns Creek, down Rattlesnake Branch and across Johns Creek to the public highway so as to follow the existing road and all mine haulage rights underground or on the surface along with all other rights granted to Johns Creek Elkhorn Coal Corporation, a Kentucky corporation, by Marie Justice, et al, by deed dated December 10, 1968 and recorded in Deed Book 493, Page 65 in the office aforesaid.

TRACT G

All of the property interest including but not limited to the rights to construct, operate and maintain a roadway of lands owned by Jessie Phillips Osborne and Annie Phillips Cassady which specific location of said roadway is more specifically described as follows:

BEGINNING at a stake located on the east side of the public road on Meathouse Fork approximately 400 feet below the mouth of the Trap Fork and running S 18-21 E 262.33 feet to a stake; thence N 81-27 E 320.83 feet to a stake; thence S 65-50 E 554.15 feet to a stake; thence S 53-50- E 283.00 feet to a stake on the dividing line of the tract owned by Jessie P. Osborne and the tract which Annie Phillips Cassady and a dower interest. This description is of the center line of the road and it is the intent of the commissioners that this right of way be 30 feet wide, 15 feet on each side of the above described center line plus any additional width needed to maintain the slopes. This right of way is 1,420 feet in length and contains .98 acres.

BEGINNING at a stake on the line between Jessie P. Osborne and the tract in which Annie Phillips Cassady has a dower interest, said stake bearing S 12-15 W 233.00 feet from a large sycamore on the S. W. Bank of Trap Fork and running S 53-50 E 220.82 feet to a stake; thence S 83-00 E 459.65 feet to a stake; thence S 60-17 E 202.60 feet to a stake; thence S 76-17 E 391.62 feet to a stake near the cross fence, this point being on the upper property line of the defendant. This description is of the center line of the road and it is the intent of the commissioners that this right of way be 30 feet wide, 15 feet on each side of the above described center line plus any additional width needed to maintain the slopes. This right of way is 1,275 feet in length and contains .88 acres.

TRACTS A, B, C, D, E, F and G being the same Tract Nos. 1, 2, 3, 4, 5, 6 and 7 conveyed by deed of conveyance dated July 14, 1972, of record in Deed Book 510, Page 30, Pike County Clerk's Office.

### TRACT H

Lying and being on the waters of Gannons Branch of Johns Creek, Pike County, Kentucky, and being more particularly described as follows:

All of the property interest including but not limited to coal and coal mining rights in a certain tract or parcel of land located on Gannons Branch of Johns Creek, in Pike County, Kentucky, and more particularly described as follows:

#### Parcel A

Being Lots No. 3 and 5, of The Jonathan Gannon, Jr., and Nancy Gannon lands,

BEGINNING at a cross (X) on a rock in the center of Gannon Branch, a corner to James Gannon Lot No. 6, thence running up the hill with the line of same N 39 32 W 92.96 ft. to a cross (X) on a rock in the center of a drain; thence N 64 48 W 43.88 ft. to a stake in a drain 6 feet to the right of an ironwood; thence N 53 16 W 138.19 ft. to a stake in the edge of the drain; thence N 63 08 W 191.93 ft. to a poplar tree, marked as a corner; thence N 71 53 W 148.07 ft. to a stake 6 feet to the right of a white oak on a bench; thence N 63 23 W 51.29 ft. to a cross (X) on a rock on the center of a point; thence running up the center of the point N 31 34 W 129.16 ft. to a stake; thence N 38 04 W 187.15 ft. to a stake; thence N 29 25 W 77.19 ft. to a stake; thence N 39 50 W 222.99 ft. to a tack in the root of a 36 inch marked hickory on the center of the ridge, a corner to Tom Deskins' land; thence running with his line along the center of the ridge N 38 52 E 174.55 ft. to a stake 2 feet to the right of an 8 inch maple; thence N 49 20 E 158.24 ft. to a tack in the root of a 16 inch hickory on the center of the ridge; thence N 77 14 E 16.60 ft. to an 18 inch marked hickory, corner to Grayson Williamson Lot No. 4; thence leaving the ridge and running down the center of point with the lines of Lot No. 4, S 45 19 E 216.18 ft. to a stake; thence S 33 13 E 42.11 ft. to a marked white oak on the center of the point; thence S 36 50 E 79.50 ft. to a tack in the root of a black oak on the center of the point; thence S 43 05 E 145.66 ft. to a stake; thence S 65 00 E 126.0 ft. to a marked white oak on the center of point; thence S 46 30 E 560.0 ft. to a tack in the root of a poplar tree in Gannon Branch; thence running up the center of Gannon Branch N 18 58 E 172.29 ft. to a stake; thence N 18 29 E 155.74 ft. to a stake; thence N 38

43 E 166.76 ft. to a stake; thence N 15 04 E 143.89 ft. to a marked black walnut in the right edge of Gannon Branch; thence leaving said branch and running up the hill N 41 00 W 590.0 ft. to a marked maple on the ridge; thence N 66 01 W 29.47 ft. to a stake 3 feet to the left of a 6 inch hickory on Eugene Morris's line; thence running with his line with the center of the ridge N 61 42 E 158.95 ft. to a stake; thence N 53 56 E 206.08 ft. to a stake on the center of a knob, corner to Andy Hankins's land; thence with said Hankins's line along the center of the ridge S 86 42 E 219.27 ft. to a stake 4 feet to the right of a small hickory in a gap; thence S 86 44 E 129.06 ft. to a stake; thence S 54 15 E 139.33 ft. to a stake 2 feet to the right of a hickory on the ridge; thence S 14 27 E 88.84 ft. to a stake 3 feet to the left of a chestnut oak; thence S 10 32 E 165.99 ft. to a stake in a low gap between the head of Gannon Branch and the right fork of Dick Fork of Big Creek, thence S 21 20 E 171.26 ft. to a stake; thence S 21 30 E 169.04 ft. to a stake 5 feet to the left of a large hickory on the center of the ridge; thence S 11 30 E 149.86 ft. to a stake; thence S 31 55 E 137.08 ft. to a stake; thence S 34 35 E 205.25 ft. to a stake; thence S 27 42 E 195.66 ft. to a stake 18 inches to the right of a sugar tree on the center of the ridge under a high knob; thence S 22 05 E 204.68 ft. to a stake on the center of a high knob witnessed by a dead hickory 10 feet to the left, being a corner to James Gannon Lot No. 2; thence leaving the ridge and running down the hill with the lines of Lot No. 2 S 78 50 W 26.67 ft. to a stake; thence S 86 58 W 223.93 ft. to a tack in the root of a sourwood on a point; thence N 82 44 W 254.85 ft. to a stake on the point; thence S 88 51 W 201.96 ft. to a stake on center of the point, witnessed by a chestnut oak; thence N 66 01 W 92.03 ft. to a stake 2 feet to the right of a chestnut oak; thence N 62 42 W 106.46 ft. to a tack in the root of a beech on the point; thence N 66 27 W 210.75 ft. to a walnut corner tree on the side of a drain; thence S 74 44 W 138.68 ft. to a marked beech on the side of Gannon Branch; thence running down Gannon Branch S 27 06 W 123.69 ft. to the beginning, containing 34.70 acres, more or less, and being the same lands known as Lots No. 3 and 5, in the division of the Gannon lands.

### **Parcel B**

Being Lots No. 8, 10, 11 and 12, of the Jonathan Gannon and Nancy Gannon lands,

Beginning at a cross (X) on a rock in the center of Gannon Branch at the fork thereof; thence running up the main branch N 9 11 E 129.67 ft. to a stake in the branch; thence N 25 14 E 98.45 ft. to a stake; thence N 46 11 E 56.90 ft. to a cross (X) on a rock in the said branch, marked as a corner; thence leaving the branch and running up the hillside with James Gannon's line N 35 00 W 412.0 ft. to a marked maple on the center of the point;

thence running up the center of said point N 8 45 W 122.60 ft. to a tack in the root of a hickory on the center of the point; thence N 14 42 W 115.65 ft. to a tack in the root of a walnut on the point; thence N 29 37 W 230.85 ft. to a tack in the root of a large black oak on the center of the point; thence N 28 27 W 156.23 ft. to a stake; thence N 33 56 W 170.0 ft. to a stake on the center of the point; thence N 19 37 W 62.03 ft. to a stake; thence N 19 47 W 154.96 ft. to a stake on the ridge between a hickory and locust, marked for corner trees; thence N 10 00 E 22.0 ft. to a stake; witnessed by a hickory on the center of the ridge, being a corner to Deskins's land; thence running around the ridge with Deskins's line S 49 50 W 121.92 ft. to a stake; thence S 62 50 W 278.10 ft. to a hickory on the ridge, a corner to Lot No. 9; thence leaving the ridge and running down the center of point with the line of Lot No. 9, S 79 30 E 40.0 ft. to a stake; thence S 25 03 E 45.45 ft. to a stake on the center of the point; thence S 9 10 E 162.73 ft. to a stake; thence S 11 19 E 214.59 ft. to a stake; thence S 12 10 E 207.45 ft. to a tack in the root of a beech on the center of point; thence S 32 38 E 166.71 ft. to a tack in the root of a dogwood on the center of point; thence S 38 24 E 67.66 ft. to a tack in the root of a marked beech; thence S 17 30 E 148.93 ft. to a stake in a ravine; thence S 15 40 E 187.65 ft. to a tack in a locust stump in the center of left fork of Gannon Branch at the mouth of a ravine, witnessed by a marked sugar tree; thence running up the left fork of Gannon Branch N 75 59 W 174.36 ft. to a stake; thence N 88 23 W 152.39 ft. to a stake on a marked elm; thence N 59 11 W 84.11 ft. to a stake in the branch; thence N 45 01 W 123.64 ft. to a stake; thence N 44 31 W 68.55 ft. to a cross (X) on a rock as corner in the center of the branch; thence N 63 05 W 85.50 ft. to a stake in the center of the branch; thence N 45 54 W 100.49 ft. to a stake in the branch; thence leaving the branch and running up the hill N 56 00 W 255.0 ft. to a marked poplar; thence N 60 00 W 175.55 ft. to a tack in the root of a marked maple; thence N 51 05 W 167.35 ft. to a stake on the side of the ridge; thence N 59 00 W 40.0 ft. to a marked dogwood on the center of the ridge, a corner to Tom Deskins's land; thence running with said Deskins's line and the center of the ridge S 50 33 W 100.0 ft. to a black oak; thence S 4 41 W 99.20 ft. to a stake; thence S 13 34 E 216.80 ft. to a stake; thence S 9 13 W 82.88 ft. to a stake; thence S 5 28 W 135.75 ft. to a stake; thence S 2 07 W 192.93 ft. to a stake; thence S 10 03 W 147.79 ft. to a tack in the root of a hickory stump 9 feet to the left of a black oak; thence S 7 10 E 195.55 ft. to a stake on a knob, a corner to W.B. Gannon's land; thence running with said Gannon's line down the center of a point S 59 02 E 43.60 ft. to a stake; thence S 77 07 E 238.47 ft. to a cross (x) on a rock, witnessed by a hickory 4 feet ahead; thence N 75 59 E 193.30 ft. to a hickory on a point; thence N 77 08 E 155.79 ft. to a stake, witnessed by a hickory; thence S 80 38 E 160.65 ft. to a tack in a black oak stump on the center of the point 9 feet to the right of a black

oak; and being a corner to Vicie Gannon Lot No. 13; thence running down the point with the lines of said Lot No. 13, N 0 51 E 28.0 ft. to a marked black oak; thence N 53 16 E 152.45 ft. to a stake on the center of the point, thence N 74 29 E 188.45 ft. to a tack in the root of a beech on the point; thence N 85 31 E 98.56 ft. to a tack in the root of a marked beech on the center of the point; thence leaving the point and running down the hillside S 58 08 E 252.58 ft. to a marked white oak; thence S 41 48 E 330.0 ft. to a stake in Gannon Branch opposite a sweetgum witness; thence running up Gannon Branch with its meanders N 20 15 E 135.0 ft. to a stake; thence N 40 00 152.41 ft. To a stake; thence N 8 14 E 109.37 ft. to a stake; thence N 10 32 W 118.50 ft. to the BEGINNING.

### Parcel C

A tract or parcel of land on the head of Gannon's Branch of Johns Creek containing 113 acres, more or less, and described as follows:

On the North by lands of A. P. Hankins, etc.; on the East by the lands of Erma Deskins, Jonah Williamson and J.S. Cline; on the South by the lands of J.S. Cline and W.B. Gannon; and on the west by the lands of John Bannon; and more particularly described as follows, to-wit:

BEGINNING on a beech tree; thence up the hill to a beech on the point near the ivy; thence up the center of the fork ridge to the top of the knob corner on a small hickory intersecting with the stump and Brown line; thence with the center of ridge around the head of the Long Fork of Gannons Branch to a big stone a corner of W.B. Gannon's line; thence down the point between the Kate Hollow and Long Fork down to the Lick Hollow knob; thence down the point between the Lick Hollow and Long Fork to a sycamore, the beginning corner Jonathan Gannon, Jr.; thence with said line to the BEGINNING.

TRACT H (Parcel A, Parcel B and Parcel C) being the same property conveyed by deed dated October 12, 1976, of record in Deed Book 538, Page 367, Pike County Clerk's Office.

TRACT I

All of the property interest in a tract of land lying and being on the waters of Hurricane Creek of Johns Creek, Pike County, Kentucky, and being more particularly described as follows:

Beginning at a 24-inch mulberry tree; thence in a southwesterly direction 169 feet more or less with a wire fence to the corner of Johns Creek Elkhorn Coal Corporation; thence in an easterly direction 173 feet more or less with a wire fence to a stake; thence in a northeasterly direction 173 feet to a 24-inch white oak; thence in a westerly direction 175 feet more or less to the beginning.

TRACT I being the same property conveyed by deed dated March 22, 1979, of record in Deed Book 552, Page 374, Pike County Clerk's Office.

TRACT J

All of the property interest in a tract of land lying and being on the head of the Left Hand Fork of the Right Hand Fork of Hurricane Creek of Johns Creek, Pike County, Kentucky, and being more particularly described as follows:

BEGINNING at a point in said fork on the dividing line between the tract herein described and the tract owned by Frank Layne, thence leaving the branch and running with the dividing line of this tract and the Frank Layne tract in a northerly direction to the top of the point, thence up the point with the line of the Leonard Layne tract to the top of the main ridge at the knob between the waters of Hurricane Creek and Raccoon Creek, thence along the top of the ridge between the waters of Hurricane Creek and Raccoon Creek to the top of the knob between Raccoon Creek and Hurricane Creek, thence running down the ridge separating the two forks of Hurricane Creek to the line of Frank Layne and with his line down the hill to the beginning, and to contain the surface of all the land in said boundary.

TRACT J being the same property conveyed by deed dated May 18, 1979, of record in Deed Book 553, Page 470, Pike County Clerk's Office.

TRACT K

A certain tract or parcel of land lying on the waters of Johns Creek, in Pike County, Kentucky described as follows:

Beginning at a point on the northern right-of-way line of CSX Transportation and the common property line of Johns Creek Elkhorn Coal Corporation and the Heirs of Susie Phillips; thence up Johns Creek with the northern right-of-way line of CSX Transportation to a stake on the common property line between Johns Creek Elkhorn Coal Corporation and Kentucky Berwind Land Company; thence with the common property line between grantor and the Kentland Coal & Coke Company S 12 E 310 feet, more or less, to a beech on said of the point, a corner to Martin Smith 50-acre Survey; thence S 23 E 2,325 feet, more or less, to a stake by a hickory stump on steep North side of ridge in line of Jesse Phillips 3965-acre Survey; thence S 23 E 540 feet, more or less, to the top of ridge; thence with the top of the ridge down Johns Creek N 8 00 W 1,340 feet, more or less, to a stake; thence N 30 W 770 feet, more or less, to a stake on top of knob; thence N 81 00 W 555, feet more or less, to a stake in gap; thence N 72 00 W 590 feet to a stake on a knob in the head of Sugar Camp Hollow; thence N 10 30 W 795 feet, more or less, to a stake; thence N 31 00 W 900 feet, more or less, to a stake on top of point; thence down spur point N 14 00 W 525 feet, more or less, to a stake; thence leaving point down the side of the mountain N 29 E 535 feet, more or less, to a stake; thence N 23 00 E 630 feet, more or less, to a stake; thence N 8 15 E 100 feet, more or less, the beginning corner.

TRACT K being part of the same property conveyed by deed dated July 14, 1972, of record in Deed Book 510, Page 31, Pike County Clerk's Office.

c:\wpdocs\exhibit.1

STATE OF KENTUCKY

CLERK'S CERTIFICATE OF LODGMENT AND RECORD  
10:26 A.M.

COUNTY OF PIKE

I, LILLIAN PEARL ELLIOTT, County Clerk for the County and State aforesaid, certify that the foregoing Deed was on the 13th day of December, 1999 lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this 14th day of December, 1999.

LILLIAN PEARL ELLIOTT, Clerk

BY: Anna Smith D.C.

DEED

THIS DEED OF CONVEYANCE made and entered into this 22nd day of December, 1987 by THE MILLERS CREEK DEVELOPMENT COMPANY, a Kentucky corporation, party of the first part, and MILLERS CREEK LAND CORPORATION, a Kentucky corporation, with principal offices located at P.O. Box 279, Pikeville, Kentucky 41501, party of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby bargain, grant, sell and convey unto the party of the second part, the following tracts or parcels of land lying and being in Johnson County, Kentucky, and more particularly described as follows:

DIVISION ONE

All the coal in what is known as the Millers Creek No. 1 seam situated, lying and being in, on or under the hereinafter described tracts of land, or that may hereafter be found thereon, therein or thereunder, with all the rights to mine and remove same and other mining privileges appurtenant thereto as are now vested in the party of the first part, under deeds or other conveyances by which they hold title thereto, all located in Johnson County, Kentucky, and more particularly bounded and described as follows:

Tract No. One.:

Lying and being in said county and state on the Levisa

Fork of Big Sandy River, beginning at a stake on the east side of the Chesapeake and Ohio Railway, near the river station and on courses S 20 E 500 feet from the southeast corner of the Hulda Walters residence; thence crossing the bottom of the line of said Walter S 60-45 E 1132 feet crossing Banjo Branch plus 750 feet up the same to a stake at a gate S 37 W 695.5 feet to a 150 foot crossing said branch and up a point to a marked hickory; thence S 240 feet to maple and black oak on a point S 56 W 231 feet to a beech on said point S 29-15 W 463.5 feet to stake; S 54-15 W 350 feet to a small marked white oak on a spur between said branch and said river; thence down said spur with a line of John C. Ward, N 36 W 345 feet to a hickory, N 60-15 W 221 feet to a stake; N 35 W 330 feet to a hickory on a bench by a large rock; N 83 W 272 feet to a rock with a cross on it 10 feet below a dogwood on the east side of said river and 50 feet above the C & O Railroad track; thence down said river and binding on the right-of-way of the C & O Railroad N 14-30 E 968 feet N 28-15 E 310 feet, N 45 E 200 feet; N 49-30 E 945 feet to the beginning, containing 75.3 acres.

Tract No. Two:

Lying and being in said county and state aforesaid on the waters of Banjo Branch, beginning on the north side of said branch at the foot of the hill and on courses S 65 W 200 feet to the forks of said branch; S 23 E 12 feet to a forked elm; thence crossing a small bottom with the line of Hulda Walters; S 37-45 W 171 feet to stake near a fork of said branch; thence up the right hand fork S 14 W 604 feet to a stake near a marked sycamore and ash on the western edge of said branch; thence crossing same and up the point between two forks S 67-30 E 354 feet S 65 E 423 feet to plus 275 feet leaving said Walters line and going with Elliott Ward's to a maple on said point; N 73-45 E 340 feet to stake; S 30-271 to maple on C. oak; N 72-30 E 314 feet; S 72-30 E 236 feet; S 51-30 — 756 feet to a marked locust on the ridge between said fork and along branch of Lick Creek; thence down said ridge with a line of the White House Callen Coal Company's Land; N 52 E 187 feet black oak; N 46 E 513 feet stake on ridge at the head of Shanty Branch; N 21 E 110 feet stake; N 25 W 241 feet; N 215 W 398 feet N 65-45 W 410 feet; N 4 W 300 feet; N 24-30 W 300 feet; N 38-55 W 491 feet to a forked chestnut on the left of a knob on said ridge; thence down the point between the left hand fork of Banjo Branch and the Brushy Fork of same with a line of Hulda Walters; N 37 W 77 feet to a chestnut oak on said point; S 77 W 413 feet S 63-30 W 200 feet to a dogwood; S 47 W 396 feet forked black oak on the end of said point; thence down the hillside N 32-45 W 362 feet to a horn beam on the bank of said Brushy Branch; thence down the same S 42-15 W 146 feet to a black walnut; S 87 W 329 feet to the mouth of said fork; thence N 18 W 203 feet to the beginning, containing 91 acres.

Tract No. Three:

Also lying and being said County and State on Levisa Fork of Big Sandy River and bounded and described as follows:

Beginning on two large sycamores on east bank of said river at low water mark; thence up said branch and crossing the bottom with line of London Stapleton S 46 E 85 feet to a stake; S 62-40 E 1330 feet stake by a large gum stump on the east bank of Banjo Branch; S 66-45 E 1032 feet to a sycamore at foot of hill and up the same to three chestnut oaks all growing from the same root on spur between said branch and Brushy Fork of same; thence up said spur N 27-30 E 267 feet; N 52-45 E 525 feet stake at east end of large rock on said ridge at head of branch of Lick Creek; thence up with line of J. Norton S 37-30 E 479 feet to a pine and forked chestnut oak S 16 E 470 feet to a stake on pine line; S 273 feet S 31-3 W 369 feet chestnut oak S 7-15 W 312 feet S 3-45 W 518 feet forked chestnut oak on south side of knoll of said ridge; thence down the point between the left fork of Banjo Branch and Brushy Fork of same with line of Ransom Ward; N 2 N 67 W 77 feet chestnut oak S 77 W 413 feet S 63-30 W 300 feet to a dogwood; S 47 W 396 feet forked black oak and of said point; thence down hillside N 92-45 W 3368 feet the beam of bank of the Brushy Branch; thence down same S 42-15 W 146 feet black walnut; S 81 W 329 feet stake at mouth of said Brushy Branch; N 19 W 207 feet stake at foot of hill near an elm; S 37-45 W 171 feet stake near forks of said Banjo Branch; thence up the right hand fork S 14 W 604 feet stake on west edge of said branch near a marked sycamore and ash; thence up the point between said forks S 67-30 E 430 feet; S 54-30 E 384 feet S 65 E 275 feet stake at a large rock; thence around hill with line of Elliott Ward S 10 W 50 feet black oak under eve of said rock; thence down hillside S 78-45 W 1350 feet to a cross 630 feet crossing said right fork and up a point S 55-15 W 311 feet S 73-45 W 334 feet S 89-15 W 290 feet sourwood on spur between said branch and said river and down same with line of J. S. Rittenhouse N 10 W 564 feet small white oak; thence down a point with line of Ransom Ward No. "I"; N 54-15 E 350 feet N 29-15 E 463 feet beech; N 56 231 feet maple and black oak; N 71 E 240 feet marked hickory; N 37 E 697.5 feet to a cross 544 crossing said Banjo Branch to a stake at gate; thence down said branch N 28-45 W 1172 feet to a cross 370 feet crossing said branch to a small sycamore N 43-15 E 74 feet N 60-45 W 486.5 feet stake on east side of the C & O Railway track near the river station; thence crossing said railroad property N 69-15 W 613 feet to a cross 100 feet leaving railway property with J. C. Welch to a sycamore on the east side of the Big Sandy River; thence down said N 17-45 E 393 feet to the beginning, and containing 143 acres, surveyed April 11, 1905, by W. R. Richmond, S.J.C. being known as Hulda Walters Tract No. 2.

Tract No. Four:

Also lying and being in said county and state on the

Levisa Fork of Big Sandy River and bounded and described as follows:

Beginning on a sycamore near a large rock on the east side of the Big Sandy River in narrows below the Greasy Creek Tramway Company coal tippie; thence up hillside with line of Ramson Ward S 26 E 441 feet hickory on a bench; S 35 E 330 feet stake on and off spur between said river and The Banjo Branch; thence up said spur S 30-15 E 221 feet hickory; S 38 E 345 feet small white oak; thence going with line of Hulda Walters; thence S 10 E 564 feet sourwood; thence going with lands of Elliott Ward S 13-13 W 389 feet small black oak on said spur at the end of the old house branch of Greasy Creek, thence down a point with line of Joseph Ward S 54-45 235 feet white oak S 31-45 W 224 feet stake; thence down hillside S 83 W 760 feet marked elm on point; S 86-30 W 180 feet large beech; N 75-45 W 231 feet maple on said point N 35 W 462 feet stake at southwest corner of J. S. Rittenhouse yard on line of C & O Railway property N 52-15 E 80 feet stake; thence crossing said C & O Railway property going down south side of small drain N 51-15 292 feet S 53-45 W 89 feet N 25 W 323 feet stake on east edge of said river; thence down same N 48 E 1561 feet N 21-15 E 343 feet to the beginning, containing 81.7 acres surveyed April 12, 1905 by W. R. Richmond, S.J.C. being known as J. S. Rittenhouse tract.

Tract No. Five:

Also lying in said County and State and on the Levisa Fork of the Big Sandy River and bounded and described as follows:

Beginning on the two large sycamores on the east bank of said river just above the Birch Springs; thence up said bank and crossing the bottom with the line of Hulda Walters S 45 E 85 feet S 62 E 40; E 1330 feet to a cross 680 feet C & O Railway property and cross 780 feet leaving same to a stake by a large gum stump on east bank of the Banjo Branch S 66-45 E 1042 feet to a cross 314 feet sycamore at foot of hill and up same to three chestnut oaks all growing from the same root on spur between said branch and brush Fork of same; thence up said spur N 27-30 E 987 feet N 52-45 526 feet stake on east end of large rock between said branches and a branch of Lick Creek; thence around the Lick Creek side of said rock with line of J. Northup N 34 W 225 feet N 24-30 W 277 feet to black oak N 8 E 420 feet to hickory; thence down a point toward the Banjo Branch with line of Frank Price; N 27-30 W 650 feet rock mark cross on said point; thence down hillside N 83-45 W 826 feet to a cross 630 feet C & O Railway property and cross 730 feet leaving same at an elm on the east side of said Banjo Branch; thence crossing same and the small bottom and up hillside with Alifair Gamble S 80 W 743 feet large beech on top of Turkey Hill; S 12-30 E 239 feet beech; S 2-45 W 280 feet beech in gap; S 74-30 W 579 feet stake near a large beech; thence down a hillside S 49-45 W 270 feet down hillside S 49-45 W 270

feet stake at center of small drain; thence down same S 26-30 W 198 feet stake; S 55 W 132 feet; S 30-30 W 218 feet stake east edge of said river below the Birch Spring, thence up said river at low water mark S 19-30 E 144 feet marked on birch spring rock; S 40-45 E 150 feet S 5-30 W 189 feet to the beginning, and containing 118.6 acres with an exclusion of 3.2 acres for C & O Right-of-way leaving 116.4 acres surveyed April 12, 1905, by W. H. Richmond, S.J.C. being known as London Stapleton tract.

The surface of Tract No. 4 as above described is included in this conveyance as well as the minerals.

All coal and concomitant mining rights, privileges and easements upon in, under and appurtenance to the following described tracts of land, located on the east side of the Levisa Fork of the Big Sandy River and more particularly bounded and described as follows:

Tract No. Six:

A certain tract of eighty-five (85) acres located on the Bee Branch, a tributary of Greasy Creek in Johnson County, Kentucky, and more particularly bounded and described as follows:

Beginning at a sycamore on Bee Branch near the Creek at the lower end of the apple orchard; thence up the branch and with the same to the upper end of the orchard to a poplar tree on line of Aaron Meek; thence up through the bottom so as to miss the barn 15 feet at the back side to opposite a chestnut on the bank of Bee Branch; thence to said chestnut tree; thence a straight line up the hill to the top of the point; thence around the ridge with its meanders to Lathosia Meek's line to the beginning, containing 85 acres, and being the same tract conveyed to the grantor, Irvin Clay, by Robert E. Jones by deeds dated April 21, 1947, and recorded in Deed Book No. 117, Page 105, and Deed Book 115, Page 547, Johnson County Court Deed Records.

Tract No. Seven:

A certain tract located in Johnson County, Kentucky and on the head of the Long Branch of Lick Creek opposite Buzzard's Nest and Banjo Branch, being the same land patented to John H. Ward and later sold and conveyed by Louisa F. Fields to A. J. Baldwin by deed dated March 15, 1909 and recorded in Deed Book 28, Page 598, and by said Baldwin and wife to Tibbals Coal Company by deed dated August 14, 1909 and recorded in deed Book 28, Page 530, and by said Tibbals Coal Company to Ebon Jones by deed dated June 16, 1910, recorded in Deed

Book 33, Page 182, and by said Ebon Jones to Frederick E. Jones, Charles D. Jones and Margaret E. Giben by deed dated May 31, 1919, recorded in Deed Book 50, Page 404, and part of which was conveyed by said Frederick E. Jones and wife to Robert E. Jones, by deed dated January 22, 1933, and recorded in Deed Book 82, Page 537, to all of which reference is now made for a more particular description of the property, rights, privileges, and easements therein mentioned and hereby conveyed, and containing 25 acres, more or less.

#### DIVISION TWO

Also those certain tracts or parcels of real estate situated in Johnson County, Kentucky, and particularly bounded and described as follows:

##### Tract No. One:

Situated on Lick Creek and Lick Branch of Greasy Creek, viz:

Beginning at a chestnut oak stump on top of a knob between Lick Creek and Lick Branch of Greasy Creek, a corner to the land of Aaron Wells' heirs; thence with their line along top of said ridge N 59-30 W 476 feet to two red oaks (one dead); N 28-00 W 205 feet to a stake at "Low Gap" N 17-15 W 286 feet to a stake witnessed by a black oak; N 49-00 W 268 feet to a stake; N 64-45 W 176 feet to a stake; N 78-00 W 433 feet to a stake on Cottonwood knob; S 52-30 W 189 feet to a stake; S 65-30 W 101 feet to a stake, a corner to the land of Little Jack Wells; thence with his line along top of said ridge N 48-00 W 181 feet to a small pine; N 28-45 W 407 feet to two small black oaks; N 46-20 W 642 feet to a dead black oak at the east end of Bee knob, a corner to land of John Meek; thence with his line down the mountain side N 49-30 E 465 feet to a stake on mountain side, a corner to land of Whitehouse Cannel Coal Company, designated as Tract No. 1 (D.B. 37, Page 129) thence with line of same S 47-53 E 2,795 feet to a white oak on mountain side, a corner to land of C. C. Ward; thence with his line up mountain S 2-35 W 235 feet to the beginning, containing 21.60 acres, more or less.

##### Tract No. Two:

Situated on Big Cliff Branch of Lick Creek.

Beginning at a stake between two small pines on a rocky knob on top of the ridge between Lick Creek and Banjo Branch, a corner to Hulda Walters' land; thence with line of same along top of the ridge; N 84-25 W 596 feet to a point on top of the southeast end of the big cliff; N 79-10 W 45 feet to a point on top of the big cliff; N 82-70 feet to a point on top of the big cliff, a corner to land of L. F. Stapleton; thence with line of same along top of the ridge N 18-30 W 140 feet to a point on top of the big cliff; N 13-30 W 410 feet to a stake witnessed by a black oak; N 10 E 364 feet to a

stake by a white oak stump, a corner to land of Frank Price; thence with his line along top of the ridge; N 50-30 E 375 feet to a stake; N 42-35 E 382 feet to a stake by a small white oak on a knoll; thence leaving said line and top of the ridge S 12 E 1,072 feet crossing Big Cliff Branch at 667 feet to a stake on the hillside, witnessed by a small sourwood; S 79-30 E 1,188 feet to a stake in small drain in an old field near a bunch of spicewood sprouts and three oak stumps 25 feet above a large rock in a drain; thence S 85 W 680 feet to a cross on the lower edge of a rock ledge; N 70 W 943 feet to a stake by a large beech on south side of left-hand fork of Big Cliff Branch (about 160 feet above forks of branch) witnessed by a large rock and small birch growing on top of the rock; thence S 12-30 E 527 feet to the beginning, containing 25 acres, more or less.

And for the consideration herein stated and the purpose herein specified, the said party of the first part has bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, transfer, assign and set over unto the party of the second part, its successors and assigns, forever, the hereinafter enumerated property, rights and privileges, in, upon, under and appurtenant to the hereinafter described tracts of land, which said property, rights and privileges are described as follows:

The coal, stone, iron, fire-clay, pottery clay, and all metal, mineral and mineral substances and ores, the mineral water and all subterranean products (excepting oil and gas) and such of the standing timber as may be necessary for mining and utilizing the products of mining, and the exclusive rights-of-way for any and all railroads and ways that may hereafter be located upon said property either by said party of the second part, its successors and assigns, or by any other person or corporation under the authority of the said party of the second part, or its successors or assigns, in, on and under the hereinafter described tracts of land, together with the right to enter upon said land and use and operate the same and the surface thereof, in all and any

manner that may be deemed necessary and convenient by the said party of the second part, its successors and assigns, for mining and removing therefrom all of said minerals and products and the manufacture of the same, and shipping the said articles and products above mentioned as well as to remove the products taken from or out of any other land owned by the party of the second part, its successors and assigns, or from any land which it or they may hereafter acquire; with the exclusive right to erect thereon, maintain and remove therefrom, all such structures as may be deemed necessary or convenient by the said party of the second part, its successors and assigns, in the free and full exercise and enjoyment of the rights and privileges herein granted. It is expressly understood, however, that there is hereby granted only such of the timber upon said land as may be necessary for mining and the other purposes herein mentioned; and the use of the land for agricultural purposes so far as the latter is consistent with the rights hereby granted, is reserved and excepted herefrom, as is also the right to mine and use coal for the household purposes of the grantors of the parties of the first part, immediate and remote.

Said tracts of land are situated in Johnson County, Kentucky, and described as follows:

Tract No. Three:

Situated on Big Sandy River near Whitehouse, Kentucky, viz:

Beginning at a stake near a beech and rock on east side of the river; thence down river with low water line N 46 E 416 feet to a stake; N 52-50 E 361 feet to a stake above the mouth of branch; thence leaving the river and with line of James Harris land S 5-20 E 38 feet to a stake by a beech on top of the river bank; S 5-20 E 254 feet crossing C & O Railway right-of-way to a stake on line of land of Dr. David Osborne; thence with his line

S 5-20 E 255 feet to a stake on a point; S 6 E 175 feet to a stake by a telephone pole S 23-30 W 214 feet to a stake on point below some large rocks; S 7-35 W 171 feet to a stake witnessed by a white oak and white oak stump; S 21-15 W 217 feet to a stake on point; S 27-10 W 68 feet to a stake between two small hickories; S 56 W 91 feet to a stake on a knob witnessed by a black oak and hickory, a corner to what is known as David Ward land; thence with the line of same N 22 W 723 feet to a small hickory; N 20-30 W 244 feet crossing C & O Railway, to beginning, containing 11.60 acres, more or less.

Tract No. Four:

Situated on Levisa Fork of Big Sandy River, viz:

Beginning at a forked buckeye on the east bank of the river, corner to land of Fannie Price; thence with same S 14-35 E 1,186 feet crossing C & O Railway, at 654 feet to a stake at the foot of the hill a corner to land of L. F. Stapleton; thence with line of same S 78-25 E 448 feet to a stake on a point; thence up same S 20-10 E 116 feet to a cross on a rock; S 30-35 E 109 feet to a cross on a rock; S 31-20 E 227 feet to a stake; S 17-25 E 74 feet to a stake at a white oak stump on the ridge between the waters of Lick Branch and the river, a corner to what is known as the Whitehouse Cannel Coal Company's land; thence with same along top of ridge; N 50-30 E 375 feet to a stake; N 79-15 E 183 feet to a stake by a black oak; N 42-35 E 382 feet to a stake by a small white oak on a knob; N 12 W 211 feet to a stake; N 6-50 W 356 feet to a stake; N 14-20 E 237 feet to a stake; by a small white oak; N 55-30 E 199 feet to a stake on a rocky knob witnessed by a maple; N 78-20 E 222 feet to a stake; S 81-50 E 316 feet to a stake witnessed by two small black oaks and chestnut oaks; N 41-55 E 235 feet to a stake in a gap; N 31-25 E 414 feet to a stake witnessed by a black oak and white oak, a corner to land of Dr. David Osborne; thence with line of same down a point N 51-15 W 123 feet to a stake by a small black oak; N 22-40 W 363 feet to a stake witnessed by two small hickories; N 41-40 E 153 feet to a hickory stump; N 26 E 312 feet to a stake by a hickory stump a corner to the land of David Ward; thence with line of same N 56-10 W 1,005 feet to a large beech on the east side of a small branch; N 59-30 W 77 feet crossing C & O Railway at 31 feet to a stake at low water line of river just below mouth of branch; thence up the river with low water line S 46-15 W 438 feet to a stake; S 36-35 W 804 feet to a stake; S 51-20 W 251 feet to a stake; S 46-20 W 280 feet to a stake; S 64-40 W 302 feet to a stake; S 71-20 W 461 feet to a stake corner to the land of Fannie Price; thence with line of same S 14 E 88 feet to the beginning, containing 106.25 acres, more or less.

Tract No. Five:

Situated on Levisa Fork of Big Sandy River.

Beginning at a forked buckeye on the east bank of river, corner to land of Frank Price; thence with the line of same S 14-35 E 1,1186 feet crossing C & O Railway at 654 feet to a stake at foot of hill a corner to the land of L. F. Stapleton; thence with line of same N 80-45 W 443 feet crossing C & O Railway at 324 feet to a stake in the bank of Banjo Branch, a corner to the land of Alafair Gambill; thence with the same down branch N 57-45 E 41 feet to a stake; N 56--45 W 96 feet to a stake; N 4-55 W 113 feet to a stake; N 67-30 W 91 feet to a stake; N 31 E 110 feet to a stake; N 63-05 E 144 feet to a stake; N 47-10 W 240 feet to a stake; N 21-40 E 64 feet to a stake; N 10-30 W 114 feet to a stake; S 60-10 W 54 feet to a stake; N 26 W 61 feet to a stake; N 70-40 W 159 feet to a stake; S 80-40 W 151 feet to a stake; N 39-20 W 115 feet to a stake; N 79-20 W 80 feet to a stake; at the mouth of Banjo Branch at low water line; thence down the river with low water line N 69-45 E 812 feet to a stake, a corner to land of Frank Price; thence with his line S 14 E 88 feet to the beginning, containing 11.91 acres, more or less.

Tract No. Six:

Situated on Levisa Fork of Big Sandy River.

Beginning at a stake on east side of the river at mouth of a small drain at low water line a corner to land of L. F. Stapleton; thence with his line up said drain N 84-15 E 52 feet to a stake; S 88-161 feet to a stake; N 69 E 71 feet to a stake; S 88-161 feet to a stake; N 69 E 71 feet to a stake; N 40 E 104 feet to a stake; N 20 E 90 feet to a stake; N 36-20 E 87 feet to a stake; thence leaving the drain N 52-25 E 250 feet to a stake near a large beech in a gap on a point about 200 feet from Turkey Knob; N 63-30 E 80 feet to a beech stump; N 78 E 504 feet to a stake in the gap near a large beech; N 6-30 E 164 feet to a stake; N 2-20 W 150 feet to a stake by a beech; N 13-30 W 222 feet to a stake by a beech in a graveyard; N 82-10 E 699 feet to a stake on east bank of Banjo Branch, a corner to land of Frank Price; thence with line of same down Banjo Branch N 57-45 E 41 feet to a stake; N 56-45 W 96 feet to a stake; N 4-55 W 113 feet to a stake; N 67-30 W 91 feet to a stake; N 31 E 110 feet to a stake; N 63-05 E 144 feet; N 47-10 W 240 feet to a stake; N 21-40 E 64 feet to a stake; N 10-35 W 114 feet to a stake; S 60-10 W 54 feet to a stake; N 26 W 61 feet to a stake; N 70-40 W 159 feet to a stake; S 80-40 W 151 feet to a stake; N 39-20 W 115 feet to a stake; N 79-20 W 80 feet to a stake at mouth of Banjo Branch, thence up river with low water line S 78-20 W 401 feet to a stake; S 75-30 W 235 feet to a stake; S 57-30 W 278 feet to a stake; S 26-50 W 367 feet to a stake; S 13-05 W 702 feet to a stake; S 9-05 W 235 feet to a stake; S 4-55 W 264 feet to a stake; S 11-45 E 261 feet to the beginning, containing 51.80 acres, more or less.

Tract No. Seven:

Situated on Greasy Creek, the first portion of which is described as follows:

Beginning at a white oak on northwest side of Greasy Creek above the road a short distance below Bartley Pack's house, a corner to survey made in name of Jesse Ward, a corner to Bartley Pack, and with the same up the hill N 60 W 16 poles; N 23 W 12 poles; N 34 W 10 poles; N 6-30 W 14 poles; N 2 W 9 poles to top of point between Buzzard Nest, a tributary of Greasy Creek; thence meandering the ridge N 68 W 20 poles; N 57 W 8 poles N 87 W 11½ poles; N 20 W 18 poles; N 19 W 12 poles to a hickory on top of knob between Buzzard Nest, old house branch and Greasy Creek, a corner to G. C. Perry and Jos. Davis and with said Perry line down the hill S 50 W 22 poles; S 45 W 14 poles; S 50 W 12 poles; S 47 W 6 poles to the branch; thence down the branch S 14-30 W 14 poles; S 7 W 6 poles; S 26 W 8 poles 4 links to a poplar; S 88 E 8 poles; S 52 E 38½ poles; S 71 E 19 poles; S 83-30 E 12 poles; S 84 E 21 poles; S 66 E 26½ poles; N 63-30 E 7½ poles to a lynn on the bank of the creek; thence N 3 E 12 poles to the beginning, containing 41 acres, more or less.

And the second portion:

Beginning at a buckeye on the south side of Greasy Creek a corner to survey made in the name of James Ward and on the line of Geo. C. Perry and with same S 5 W 14 poles; S 27 W 10 poles; S 36 W 8 poles; S 8 W 10 poles; S 13 W 11 poles; S 9 E 6 poles to a beech, a corner to Milton Ward and with same S 45 E 16 poles; S 23 E 14 poles; S 31 E 8 poles; S 35 E 11 poles 4 links to top of the hill on line of Elijah Preston; thence down point on line of same N 34 E 4 poles; N 25 E 10 poles; N 32 E 11 poles; N 40 E 7 poles; N 12 E 8 poles N 25 E 8 poles; N 20 E 18½ poles 6 links to a beech on bank of the creek, a corner to E. Preston; thence west 10 poles; N 60 W 13 poles; N 30-30 W 38 poles to the beginning, containing 16 acres, more or less.

The two portions containing 57.00 acres, more or less, Tract No. Eight.

Situated on Bob's Branch, viz:

Beginning at two chestnut oaks on top of the ridge between Bob's Branch and Mills Branch; thence down the hill S 69-30 E 1,204½ feet to two elms at the branch; thence up the drain S 70-45 E 379½ feet to a big rock; S 74-12 E 1,056 feet to two pines on top of fork ridge and with the top of ridge N 23-15 E 330 feet; N 12-15 E 891 feet; thence down hill N 70 W 1,848 feet to a poplar at the branch; thence up the branch S 74½ feet; thence up the hill N 80 W 660 feet; N 87 W 693 feet to top of the ridge between Bob's Branch and Mills Branch; thence with top of ridge S 8-12 W 198 feet; S 6-15 E 742½ feet to the beginning, containing 82.75 acres, more or less.

Tract No. Nine:

Situated on Big Sandy River, north of Greasy Creek, viz:

Beginning at a sycamore on the bank of the river about 100 yards above the house where John Walters Jr. now lives; thence a southerly course a straight line to top of a high knob to the Shade Ward line to a rock marked; thence with the meanders of the ridge to James Johnson line; thence to the mouth of Bob's Branch with the old patent of W. H. Walters; thence back to the river to the beginning, containing 50.00 acres, more or less.

There is excluded from the last above described tract those two parcels of land containing 4.54 and 1.57 acres, described in that certain deed from Alice M. Mayo and others to the Chesapeake and Ohio Railway Company, recorded in Deed Book 100, Page 322, Johnson County Court Records, to which reference is hereby made for a more particular description of said two parcels.

Tract No. Ten:

Situated on east side of Big Sandy River, viz:

Beginning at a stake witnessed by a beech on the east side of the river below the mouth of a small branch, a corner to land of Frank Price; thence with his line S 56-10 E 1,005 feet to a stake on a point, a corner to land of Elizabeth Osborne; thence with line of same down the point N 26-15 E 240 feet to a stake witnessed by a small hickory; N 1-20 E 274 feet to a stake, witnessed by a black oak and hickory, a corner to land of James Harris; thence with line of same N 22 W 723 feet to a stake witnessed by a hickory; N 20-30 W 244 feet to a stake by a beech on the bank of the river; thence up the river with low water line S 62-40 W 130 feet; S 39-15 W 325 feet; S 33-25 W 566 feet to a stake; thence S 59-30 E 77 feet to the beginning, containing 16.60 acres, more or less.

Tract No. Eleven:

Situated on Greasy Creek, viz:

Beginning at the mouth of Buzzard Branch; thence up said branch with the line of R. M. Wells N 49-15 E 376.5 feet; thence up the center of point N 26 W 107 feet; N 32-30 W 256 feet; N 36-40 W 727 feet to top of point and up same N 5 W 199 feet; N 24-15 W 170 feet; N 61 W 357.5 feet; N 42-40 W 175.5 feet; thence with line of Perry and Davis N 88 W 302.5 feet; S 72-45 W 303 feet; S 62-40 W 138 feet; S 48-12 W 345 feet; S 66-45 W 166 feet; S 38-30 W 323 feet; S 40-30 W 281 feet to corner of Wash Ward and with the same S 19-12 E 469 feet; S 70-5 E 81 feet; S 79-57 E 141.5 feet; S 67-35 E 400 feet; S 1-15 W 520 feet; S 36-40 E 277.5 feet; S 21-30 E 123.5 feet; S 61-3 E 230 feet to a white oak corner; thence along foot of the hill N 36-40 E 568 feet; N 73-15 E 256.5 feet to the corner of fence; thence with fence dividing barn lot from bottom N 43-45 E 177.5 feet; N 45 E 421 feet to the creek, and up same

S 64-1 E 321.5 feet to the beginning, containing 83.00 acres, more or less.

Tract No. Twelve:

Situated on Greasy Creek, viz:

Beginning on top of a high knob, a corner to Geo. C. Perry and also corner to Joe Davis, thence along top of the ridge with Geo. C. Perry's line S 73-45 W 284 feet; S 47 W 308 feet; S 35-45 W 331 feet; thence down a drain N 83-15 W 158 feet; N 71-10 W 300 feet; N 55-45 W 181 feet; N 44-45 W 128½ feet; N 60-30 W 112 feet to Greasy Creek; thence up with the county road; S 5 W 324 feet; S 15 W 269 feet; S 2-15 E 133 feet; S 25-30 E 271 feet; S 40-30 E 178 feet; S 55-40 E 149 feet; S 70-30 E 130 feet to a gate; S 10-30 W 56 feet to Greasy Creek, and with the creek N 66-30 E 594 feet to the mouth of a drain; thence up the drain with Ward's line S 49 E 160 feet; S 40 E 161 feet; N 39-57 E 240 feet; N 13-27 E 339 feet to the forks of the branch; thence up the hill N 48-15 E 191 feet; N 45-57 E 227 feet; N 47-57 E 255 feet; N 36-40 E 204 feet to top of the ridge and with top of the ridge and Joe Davis' line N 65-45 W 374 feet; N 49-18 W 265 feet to the beginning, containing 40.63 acres, more or less.

Tract No. Thirteen:

Situated on Greasy Creek, viz:

Beginning at a beech at the end of the trestle corner to Joe Davis; thence up with Greasy Creek N 78 W 433½ feet; S 83-27 W 356 feet; S 7-30 W 470 feet; S 23-30 W 810 feet; thence up a drain with the line of Moses Wells; S 60-30 E 112 feet; S 44-45 E 128½ feet; S 55-45 E 181 feet; S 71-10 E 300 feet; S 83-15 E 158 feet to top of the ridge and with the same N 35-45 E 331 feet; N 47 E 308 feet; N 73-45 E 284 feet to top of the knob; thence down a point with Joe Davis' line N 4-27 W 262 feet; N 6-30 W 309 feet; N 26-30 W 265 feet; N 38-30 W 196 feet to the beginning, containing 42.05 acres, more or less.

Tract No. Fourteen:

Situated on Greasy Creek, viz:

Beginning on top of a high knob a corner to Geo. C. Perry, and corner to Moses Wells; thence down point with Perry's line N 4-27 W 262 feet; N 0-30 W 309 feet; N 26-30 W 265 feet; N 38-30 W 66 feet; thence around side of the hill with line of exclusion; N 80-45 E 253 feet; N 40-45 E 173 feet; S 72-30 E 215 feet; N 0-27 E 88 feet; N 3-30 W 123 feet; N 43 E 135 feet; N 17 E 230 feet; N 34 E 136 feet; thence up the drain with line of W. J. Ward; S 44-5 E 86 feet; N 83-45 E 147 feet; S 57-30 E 241 feet; S 59-42 E 295 feet; N 77-57 E 277½ feet; S 78-15 E 107 feet to top of the ridge and with the same S 39-45 E 518 feet; S 27 E 389 feet to top of the knob; thence with G. W Pack's line N 88 W 302½;

feet S 72-45 W 303 feet; S 62-40 W 158 feet; S 48-12 W 345 feet; S 66-45 W 166 feet; S 38-30 W 323 feet; S 40-30 W 281 feet; thence with the Moses Wells line N 65-45 W 345 feet; N 49-18 W 265 feet to the beginning, containing 51.50 acres, more or less.

Tract No. Fifteen:

Situated on Levisa Fork of Big Sandy River, viz:

Beginning at a hickory stump on a point, corner to land of Frank Price; thence with the line of same S 26 W 312 feet to a hickory stump; S 41-10 W 153 feet to a stake by two small hickories; S 22-340 E 363 feet to a stake by a small black oak; S 51-15 E 123 feet to a stake by a white oak stump on top of the ridge between Lick Creek and the river, a corner to land known as the Whitehouse Cannel Coal Company; thence with the line of same along top of ridge N 88-50 E 169 feet to a stake; N 64-50 E 188 feet to a stake; N 52-10 E 297 feet to a stake; S 71-20 E 119 feet to a stake in a gap; N 81-20 E 175 feet to a stake on a knob; N 57-50 E 73 feet to hickory; N 53-10 E 257 feet to a stake; N 61-25 E 286 feet to a stake; N 45-25 E 81 feet to a stake; N 69-25 E 329 feet to a point on a rock; N 51-10 E 179 feet to a stake; N 72-05 E 143 feet to a point on a rock; N 86-50 E 152 feet to a stake; S 72-35 E 82 feet to a point on top of a high rock directly above a graveyard; thence down hill N 44-45 E 470 feet to a stake on line of C & O Railway right-of-way; thence with the line of same N 45-10 W 215 feet to a stake on edge of the county road; thence with the same N 64-35 W 104 feet to a stake; N 44-30 W 281 feet to a stake, corner to lot of Mary Wells; thence with the line of several small lots N 42-30 W 148 feet to a stake in the branch; N 86 W 70 feet to a stake in the branch; N 39-35 W 126 feet to a stake; N 42-30 E 66 feet to a stake; N 45-50 W 180 feet to a stake; N 43 W 165 feet to a stake; N 45-30 E 137 feet to a stake on line of C & O Right-of-way; thence with same N 46-35 W 729 feet to a stake; N 51-40 W 102 feet to a stake; N 61 W 198 feet to a stake; N 68 W 215 feet to a stake; N 88-25 W 400 feet crossing branch at 115 feet to a stake on line of James A. Harris; thence with same S 5-20 E 255 feet to a stake; S 6 E 175 feet to a stake; S 23-30 W 214 feet to a stake below large rock; S 7-35 W 171 feet to a stake witnessed by a white oak and white oak stump; S 21-15 W 217 feet to a stake; S 27-10 W 68 feet to a stake below two small hickories; S 56 W 91 feet to a stake witnessed by a black oak and hickory on a knob, a corner to land of David Ward; thence with his line S 1-20 W 274 feet to a stake by a small hickory; S 26-15 W 240 feet to the beginning, containing 88.45 acres, more or less.

Tract No. Sixteen:

Situated on Greasy Creek, viz:

Beginning at a stake on a knob witnessed by a small white oak and small black oak on top of the ridge

between Buzzard Nest Branch and Smoke House Hollow, a corner to land of Manelius Meek Heirs; thence with the line of same along top of the ridge N 2 W 275 feet to a stake; N 2 W 31 feet to a stake, witnessed by two hickories on a knob on ridge between Buzzard Nest Branch and Smoke House Hollow, a corner to land of Manelius Meek Heirs; thence with the line of same along top of the ridge N 2 W 275 feet to a stake; N 2 W 31 feet to a stake; witnessed by two hickories on a knob on ridge between Buzzard Nest Branch of Greasy Creek and Lick Creek, a corner to land known as Whitehouse Coal and Land Company; thence with the line of same along top of the ridge N 46-35 W 249 feet to a cross on a rock; N 38-30 W 221 feet to a stake; N 48-20 W 71 feet to a stake; N 27-10 W 116 feet to a black oak; N 27-10 W 347 feet to a stake; N 30-30 W 233 feet to a red oak on knob on the ridge between Buzzard Nest Branch and Banjo Branch, a corner to land of Elliott Ward; thence with same along top of the ridge N 72-30 W 85 feet to a stake; N 53-30 W 244 feet to a stake; N 50-50 W 265 feet to a hickory; S 83 W 242 feet passing center of the gap at 135 feet to a stake; S 20-30 W 165 feet to a stake; S 27-20 W 175 feet to a stake; S 43-15 W 82 feet to a stake; S 16-45 W 135 feet to a stake five feet from a chestnut oak; S 42-35 W 95 feet to a stake tree and one-half feet from a black walnut; S 58-40 W 127 feet to a stake by a small hickory; S 49 W 190 feet to a cross on a rock on a knob on the ridge between Buzzard Nest Branch and the Old House Branch, a corner to the land of Joseph Ward; thence with line of same along top of the ridge; S 15-50 W 197 feet to a stake on a knob; S 26-45 W 89 feet to a stake six feet from a chestnut oak; S 69-05 W 464 feet to a hickory; S 63-45 W 319 feet to a cross on a small rock; S 49-50 W 73 feet to a stake four feet from a black oak; N 86 W 124 feet to a stake three feet from a chestnut oak; S 75-20 W 291 feet to a stake; N 82 W 32 feet to a stake two feet from a maple; S 65-30 W 114 feet to a cross on a flat rock eleven feet from a black oak; S 72-40 W 204 feet to a stake; S 40-10 W 140 feet to a hickory on a knob on the ridge between Buzzard Nest Branch and right fork of the Old House Branch, a corner to the land of Joseph Davis; thence with same along top of the ridge S 31-55 E 75 feet to a stake; S 37-50 E 132 feet to a point on rock; S 41 E 153 feet to a stake; S 40-55 E 254 feet to a stake; S 21 E 296 feet to a stake on the ridge between Buzzard Nest Branch and Little Buzzard Nest Branch, a corner to land of G. W Pack; thence with line of same along top of ridge S 56-25 E 70 feet to a stake by a black oak; S 33-25 E 103 feet to a stake; S 59-20 E 366 feet to a stake two feet from a forked chestnut oak; S 23-55 E 156 feet to a stake two feet from a hickory; S 3-30 E 197 feet to a stake between a pine and black oak; S 47-20 E 457 feet to a small hickory; S 40-10 E 284 feet to a large hickory; S 41-20 E 126 feet to a stake S 22 E 215 feet to a stake on bank of Buzzard Nest Branch, a corner to land of William A. Wells; thence with same up the branch S 78-45 E 69 feet to a stake; N 80 E 85 feet to a stake; thence leaving branch S 63-50 E 281 feet to a stake; N 45 E 174 feet to a stake; N 52-10 E 151 feet to a stake

two feet from a spotted oak; N 67-50 E 194 feet to a stake; N 48-35 E 181 feet to a stake; N 6-45 E 194 feet to a cross on a rock; N 23 E 87 feet to a stake; N 13-55 E 82 feet to a cross on a rock; N 20-25 E 146 feet to a cross on a rock, witnessed by a chestnut oak; N 12-55 E 210 feet to a cross on a rock; N 32-05 E 313 feet to a stake bearing N 20 E 11 feet to a hickory on a knob between Buzzard Nest Branch and Paw Paw Hollow, a corner to Tract No. \_\_\_\_\_ herein described; thence with same along top of the ridge N 17-25 W 94 feet to a stake; N 8 E 211 feet to a stake; N 13-25 E 140 feet to a stake by two hickories; N 23-45 E 180 feet to a stake; N 34-50 E 108 feet to a stake; N 66 E 192 feet to a stake; N 55 E 121 feet to a small hickory; N 51 E 167 feet to a stake; N 52-30 E 131 feet to the beginning, containing 170.50 acres, more or less.

Tract No. Seventeen:

Situated on Bee Branch, viz:

Beginning at a sycamore on the north bank of Bee Branch, a short distance below mouth of Smoke House Hollow, a corner to land of Manelius Meek Heirs; thence with same up hillside N 40-40 W 415 feet to a stake between a black oak and hickory on a point between Smoke House Hollow and Paw Paw Hollow; thence along center of point N 20 W 227 feet to a stake; N 43-25 W 162 feet to a stake; N 33-25 W 150 feet to a cross on a large rock at upper end of fence; N 32-50 W 149 feet to a stake four feet from a chestnut oak; N 27-45 W 160 feet to a cross on a large rock; N 31 W 97 feet; N 55-30 W 65 feet to a cross on a large rock; N 40-50 W 420 feet to a stake on a knob, witnessed by a small white oak and small black oak; the beginning corner of above described tract; thence with same reversed S 52-30 W 131 feet to a stake; S 51 W 167 feet to a small hickory; S 55 W 121 feet to a stake; S 66 W 192 feet to a stake; S 34-50 W 108 feet to a stake; S 23-45 W 180 feet to a stake by two hickories S 13-25 W 140 feet to a stake; S 8 W 211 feet to a stake; S 17-25 E 94 feet to a stake bearing N 20 E 11 feet to a hickory on a knob a corner to land of William A. Wells; thence with line of same down a point between Wells Branch and Paw Paw Hollow; S 49 E 183 feet to a cross on a large rock; S 55-50 E 117 feet to a stake; S 12-30 E 148 feet to a stake; S 30-05 E 48 feet to a maple on a cliff; S 37 E 138 feet to a stake; S 41-50 E 113 feet to a stake; S 16-25 E 86 feet to a cross on a rock; S 36-35 E 219 feet to a stake three and one-half feet from a small black walnut and twelve and one-half feet from a chestnut, a corner to land of Lathora Meek; thence with line of same S 85-15 E 104 feet to a stake; N 78-05 E 174 feet to a stake; N 81 E 435 feet to a stake in Bee Branch a mouth of Paw Paw Hollow; thence down the Bee Branch S 40-10 W 55 feet; S 12 E 170 feet; S 77-30 W 48 feet; S 6-40 W 113 feet to mouth of a small branch; S 50 W 154 feet; S 13 W 415 feet; S 3 W 148 feet to a stake; thence leaving the branch N 73-50 E 66 feet to a set stone on the hillside twenty feet below the road, a corner to land of Louisa J. Fields; thence with same up

a point N 68-40 E 451 feet to a spotted oak; N 86-30 E 143 feet to a stake; N 67-30 E 172 feet to a stake at forks of point eight feet from a chestnut oak a corner to land of Aaron Meek; thence with same down the hillside N 57-25 W 642 feet to a stake in the county road at a small drain (bearing N 19 feet to a dogwood); thence up the road N 35-10 E 335 feet to a stake at east edge of the road N 26-30 E 169 feet to a stake at west edge of the road; N 39-40 E 325 feet crossing Bee Branch at 130 to the beginning, containing 51.30 acres, more or less.

Tract No. Eighteen:

Situated on Levisa Fork of Big Sandy River, viz:

Beginning at a stake on the southwest bank of Sandy River at the mouth of Lick Creek, a corner to the land of Whitehouse Cannel Coal Company, herein set forth as Tract No. \_\_\_\_\_; thence with the line of same S 20-05 W \_\_\_\_\_ to a stake in the center of C & O Rwy tract over the Lick Creek culvert; thence S 14-35 W 100 feet to a stake on the east bank of Lick Creek; thence S 37-25 W 176 feet to a large knotty elm on the east bank of Lick Creek, a corner to numerous surveys and conveyances; thence leaving the creek and up the hill S 15-40 W 600 feet to a stake by a beech stump on the top of the spur dividing Lick and Whitehouse Creek; thence up along top of said spur 67-30 W 319 feet to a cross on a rock; S 57-05 W 289 feet to a stake between a black oak and hickory; S 2 E 495 feet to a stake on top of a knob; S 60-20 E 84 feet to a stake; S 52 E 21 feet to a cross on a flat rock in a gap; S 55-55 E 208 feet to a black oak S 43-30 E 128 feet to a stake on top of a knob; S 5-05 W 206 feet to a cross on a large rounded rock about 15 feet high; S 13-20 W 404 feet to a stake on top of a small knob; S 6 E 399 feet to a stake by a locust snag; S 16-20 E 186 feet to a stake; S 28-05 E 73 feet to a 9 inch black oak; S 38-40 E 123 feet to a stake in the midst of five small hickories; S 85-15 E 305 feet to a stake by a forked hickory; N 65-45 E 162 feet to a stake on a gap; N 68-55 E 231 feet to a stake; S 86-30 E 90 feet to a stake on top of a knob witnessed by two small white oaks and a black pine; thence leaving the main spur or ridge N 31-35 E 90 feet to a stake on the "J. S." rock; thence crossing head of Spankum Branch of Whitehouse Creek N 59-25 W 825 feet to a stake in the cornfield in a rich cove N 46-43 E 1,977 feet to a stake by a large sycamore near mouth of the said Spankum Branch, N 17-55 W 1,053 feet to a stake on the south bank of Sandy River 30 feet above the present mouth of Whitehouse Creek; thence leaving the line of the Whitehouse Cannel Coal Company and up the Sandy River with water's edge N 71-10 W 362 feet to a stake; N 66-45 W 290 feet to a stake; N 46-50 W 380 feet to a stake; N 20-20 W 52 feet to the beginning, containing 85.85 acres; more or less.

There is excluded from the above boundary 27.45 acres, more or less, which is owned by Sandy River Coal Company and described as follows:

Beginning at a stake in the mouth of Lick Creek; thence S 20-05 W 213 feet to a stake in the center of C & O Railway right-of-way; S 14-35 W 100 feet to a stake on the east edge of Lick Creek; S 37-25 W 176 feet to a large knotty elm on east side of Lick Creek; S 15-40 W 600 feet to a stake by beech stump on a point; S 67-30 W 319 feet to a cross on a rock; S 57-05 W 289 feet to a stake between a black oak and hickory; S 2 E 495 feet to a stake on a knob; S 60-20 E 84 feet to a stake; S 52 E 211 feet to a cross on a flat rock in a gap; S 55-55 E 208 feet to a black oak; S 43-30 E 128 feet to a stake on a knob; S 5-05 W 206 feet to a cross on a large rock; S 13-20 W 404 feet to a stake by a black oak stump on a small knob; S 6 E 399 feet to a stake by a locust snag; S 16-20 E 286 feet to a stake close to a large rock; S 28-05 E 68 feet to a stake (bearing S 28-05 E 5 feet to a black oak); thence leaving the ridge and running with the ninth line of John Stafford's 300 acre survey of date May 30, 1839, N 8-30 E 3,016 feet to a stake; thence leaving said survey N 41 E 257 feet crossing C & O Railway to a stake at low water line of Levisa Fork of Big Sandy River; thence up the river with low water line N 46-50 W 258 feet to a stake; N 20-20 W 52 feet to the beginning, containing 27.45 acres, more or less. Leaving a net acreage of 58.40 more or less.

Tract No. Nineteen:

Lying and being in the County of Johnson and State of Kentucky on the waters of Levisa Fork of Big Sandy River, mainly on Lick and Whitehouse Creeks, and bounded and described as follows:

Beginning on the east bank of the Big Sandy River at the mouth of Lick Creek, a corner of the land of the Sandy River Coal Company; thence with their line S 20-05 W 214 feet to a stake in the center of the C & O Railway track over the Lick Creek culvert; thence S 14-35 W 100 feet to a stake on the east bank of Lick Creek; S 37-25 W 176 feet to a large knotty elm on the east bank of Lick Creek, a corner to numerous surveys and conveyances; thence leaving the creek and up the hill S 15-40 W 600 feet to a stake by a beech stump on top of the spur dividing Lick and Whitehouse Creeks; thence up along top of said spur S 67-30 W 319 feet to a cross on a rock S 57-05 W 289 feet to a stake between a black oak and hickory; S 2 E 495 feet to a stake on top of a knob; S 60-20 E 84 feet to a stake; S 52 E 211 feet to a cross on a flat rock in a gap; S 55-55 E 208 feet to a black oak; S 43-30 E 128 feet to a stake on top of a knob; S 5-05 W 206 feet to a cross on a large rounded rock about 15 feet high; S 13-20 W 404 feet to a stake on a small knob; S 6 E 399 feet to a stake by a locust snag; S 16-20 E 186 feet to a stake; S 28-05 E 73 feet to a 9 inch black oak; S 38-40 E 123 feet to a stake in the midst of five small hickories; S 85-15 E 305 feet to a stake by a forked hickory; N 65-45 E 162 feet to a stake in the gap N 68-55 E 231 feet to a stake; S 86-30 E 90 feet to a stake on top of a knob, witnessed by two small white oaks and black pine;

thence leaving the main spur of the ridge; N 31-35 E 90 feet to a stake on the J. S. rock; thence crossing the head of Spankum Branch of Whitehouse creek N 59-25 W 825 feet to a stake in a cornfield in a rich cove; N 46-43 E 1,977 feet to a stake by a large sycamore near the mouth of said Spankum Branch; N 17-55 W 1,053 feet to a stake on the south bank of the Sandy River 30 feet above the present mouth of Whitehouse Creek; thence down the river, leaving the lands of the Sandy River Coal Company N 56 E 687 feet to a stake on the east bank of the river; N 6-25 E 1,789 feet to a stake on the east bank of the river, a corner of the land of J. H. Northup; thence with his line up the hill N 89 E 92 feet to an old beech stump; N 88-14 E 590 feet to a stake on this hillside, a corner to the land of John P. Wells; thence with his line N 88-14 E 480 feet to a chestnut oak stump and black oak on top of the ridge, dividing Sandy River and Chestnut Creek of same, a corner of land of George W. Boyd; thence with his line along top of said ridge S 2-50 W 839 feet to a black oak; S 17 E 211 feet to a stake, witnessed by a small chestnut oak; S 43 E 149 feet to a stake below a ledge of rocks; S 55-35 E 197 feet to a stake by a white oak; S 65-25 E 202 feet to a stake; S 87-20 E 119 feet to a stake in road gap, witnessed by a black oak and chestnut sprout; N 76-05 E 236 feet to a stake; N 18-35 E 238 feet to a stake; S 80-40 E 296 feet to a stake on a knob by a pine, a corner to the land of Ans. Boyd; thence with his line S 24-10 W 278 feet to a stake near a bunch of locust sprouts; S 3-40 W 122 feet to a stake; S 18-10 W 254 feet to a stake by a small black pine; S 29-20 E 353 feet to a stake by a chestnut oak; S 45-45 E 280 feet to a stake by a black oak; S 27 E 221 feet to a stake on a knob between two pines and a hickory; S 1-05 E 3,322 feet to the mouth of the first branch on the north side of the left fork of Whitehouse Creek; S 13-20 E 2,616 feet to the mouth of the first large creek on the east side of Whitehouse Creek above the forks S 29-30 E 1,485 feet to mouth of branch of Whitehouse Creek; S 12-35 W 2,497 feet, crossing Lick Creek at 1,782 feet and ridge between Lick Creek and Whitehouse Creek, to a stake on the hillside a corner to the land of C. C. Ward; thence with his line S 79-24 W 795 feet to a white oak on the mountain side, a corner to that tract of land conveyed the Whitehouse Cannel Coal Company by R. M. and W. A. Wells; thence with the line of same N 47-53 W 2,795 feet to a stake on the mountain side, a corner to the land of John Meek; thence with his line N 47-53 W 210 feet to a white oak and white oak stump on a point; N 74-35 W 466 feet to a white oak stump on a point; S 40-05 W 130 feet to a stake, a corner to the land of Reuben Thompson; thence leaving the line of John Meek and continuing with the line of the Whitehouse Cannel Coal Company which here laps on the land of Reuben Thompson; S 40-05 W 283 feet to a black oak stump on top of the ridge between Bee Branch and Greasy Creek and Lick Creek (witnessed S 55-15 E 10 feet to a locust; N 71 W 1,998 feet to a stake, a corner to the land of John Meek; thence with his line N 71 W 580 feet to a large leaning black gum on the hillside east of the road and

branch leading from Bee Gap; N 6-30 W 487 feet to a rotten beech stump on the south bank of Lick Creek, a corner to the land of J. H. Northup; thence with his line S 88-10 E 4,580 feet to a black oak on top of the ridge between Lick and Whitehouse Creek; N 2-35 W 697 feet to a large white oak on top of the ridge; N 9-45 W 741 feet to a stake on top of said ridge between two 14 inch black oaks standing five feet apart; N 77-30 W 330 feet to a stake by a black oak on top of said ridge; S 57-40 W 675 feet to a stake by a hickory on top of said ridge; N 57-05 W 1,470 feet to a hickory stump in a gap on said ridge; N 28-57 W 884 feet to a stake on top of said ridge by a hickory; S 10-50 W 242 feet to a stake; S 64 W 1,027 feet to a stake; S 63 W 561 feet to a stake; S 64-30 W 495 feet to a stake; S 15 E 461 feet to a stake; S 5 W 895 feet to a rotten beech stump on the south bank of Lick Creek a corner to the land of John Meek; thence leaving the line of J. H. Northup and with the line of the said Meek (John) S 25-20 W 1,570 feet to a stake between white oak and beech stump 200 feet north of Bee Gap, a corner to the land of William Dawson; thence with his line N 74-50 W 580 feet to a stake on top of the ridge between Lick Creek and Bee Branch of Greasy Creek, a corner to the land of Manelius Meek Heits; thence with their line N 74-50 W 946 feet to a stake by a small white oak on a knoll of the ridge dividing Long Branch of Lick Creek and Smoke House Hollow of Bee Branch of Greasy creek S 65-19 W 948 feet to a stake by a small hickory on a knob at the head of two aforesaid branches and Big Buzzard Nest Branch of Greasy Creek, a corner to the land of R. M. Wells; N 31 W 990 feet to a stake, witnessed by a small hickory and black oak on mountain side in head of Long Branch 60 feet east of top of ridge N 25-50 E 1,109 feet to a stake, a corner to the land of Ramson Ward; thence with his line N 25-50 E 851 feet to a large hickory stump, witnessed by a small white oak and hickory on top of the ridge between Lick and Banjo Branch; thence along the top of said ridge N 3 W 396 feet to a stake on a knob by a chestnut oak; N 63 W 346 feet to a stake between two spotted oaks; N 46-10 W 333 feet to a dead black oak, witnessed by a small pine; N 21-55 W 320 feet to a stake witnessed by a chestnut and two black oaks on a knob; N 67-45 W 371 feet to a hickory on a knob, witnessed by two small pines; N 48-30 W 135 feet to a stake by a hickory on a knob, a corner to the land of Hulda Walters; thence with her line along top of said ridge N 3-40 E 340 feet to a black oak witnessed by a small elm; N 1-20 W 206 feet to a stake by a black oak; N 1-20 E 249 feet to a stake by a dead chestnut oak witnessed by a small hickory and black oak; N 27-30 E 186 feet to a stake between two dead black oak snags, witnessed by a small locust; N 40 E 184 feet to a stake between two spotted oak stumps, witnessed by some small sourwood sprouts, N 0-20 W 363 feet to a stake by a white oak snag, witnessed by a maple in a gap where pipe line crosses ridge; N 18-10 W 380 feet to a stake between two small pines on a rocky knob; N 84-20 W 496 feet to a point on top of the southeast end of a "Big Cliff" N 79-10 W 45 feet to a point on top of the "Big Cliff"; N 82 W 70 feet to a

point on top of the "Big Cliff" a corner to the land of L. F. Stapleton; thence with his line along top of said ridge; N 18-30 W 140 feet to a point on top of the "Big Cliff" N 13-30 W 410 feet to a stake witnessed by a black oak; N 10 E 364 feet to a stake by a white oak stump, a corner to the land of Frank Price; thence with his line down along top of the ridge between Levisa Fork of Big Sandy River and Lick Creek of the same N 50-30 E 374 feet to a stake; N 79-15 E 183 feet to a stake by a black oak; N 42-35 E 382 feet to a stake by a small white oak on a knoll; N 12 W 211 feet to a stake; N 6-50 W 356 feet to a stake; N 14-20 E 247 feet to a stake by a small white oak; N 55-30 E 199 feet to a stake on a high rocky knob witnessed by a maple; N 78-20 E 222 feet to a stake; S 81-50 E 316 feet to a stake on a small flat knob, witnessed by two small black oaks and chestnut oak; N 41-55 E 235 feet to a stake in a gap; N 31-25 E 414 feet to a stake, witnessed by a black oak and white oak, a corner to Dr. David Osborne; thence with his line down along top of spur N 88-50 E 169 feet to a stake; N 64-50 E 188 feet to a stake; S 52-10 E 297 feet to a stake; S 71-20 E 119 feet to a stake in a gap; N 81-20 E 175 feet to a stake on a knob; N 57-50 E 73 feet to a stake by a hickory; N 53-10 E 257 feet to a stake; N 61-25 E 286 feet to a stake; N 45-25 E 81 feet to a stake; N 69-25 E 329 feet to a point on a rock; N 51-10 E 179 feet to a stake; N 72-05 E 143 feet to a point on a rock; N 86-50 E 152 feet to a stake; S 72-35 E 82 feet to a point on top of a high rock on said spur directly above graveyard; thence down the hill N 44-45 E 774 feet leaving the line of Dr. David Osborne at plus 470 feet, after which, passing over C & O Railway right-of-way, bind on the land of Sallie Ward to a stake on the southwest bank of Sandy River; thence down the same with water's edge; S 37-35 E 1049 feet to the beginning, containing 1,672.30 acres, more or less.

A part of the surface of the tract last hereinbefore described is also hereby conveyed, same being included in Tract No. 21 hereinafter described.

And for the consideration herein stated, the party of the first part has bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, transfer and set over unto the party of the second part, its successors and assigns, forever, the surface of the hereinafter described tracts of land:

Tract No. Twenty:

Situated on Lick Creek of Levisa Fork:

Beginning at a white oak about 700 feet northeast from Bee Gap and 35 feet north of the top of the ridge between the Bee Branch of Greasy Creek and said Lick

Creek, beginning corner of John Ward's 100 acre survey of date December 3, 1844, also beginning corner of land of John Meek and Aaron Meek; thence with line of said 100 acre survey binding on the land of John Meek; N 28-25 E 442 feet to stake where white oak stood (bearing S 30 W 10 feet to two small chestnut oaks); N 84-20 E 430 feet to a stake (on small point where chestnut oak stood) witnessed by two small hickories; N 10-10 E 102 feet to a stake on line of John Stafford 500 acre survey of date November 27, 1849, corner to what is known as Whitehouse Cannel Coal Company lands; thence with line of same to the John Ward 100 acre survey N 10-10 E 52 feet to a white oak stump (where survey calls for two white oaks), on a small point; S 76-45 E 2,350 feet (crossing line of said) John Stafford 500 acre survey and binding on the land of John Meek at 2,220 feet) to a dead chestnut surrounded by a cluster of newly marked sprouts on a spur between two hollows of said Lick Creek; S 78 E 202.5 feet to a hickory on spur; thence up the hill S 10-05 W 358.5 feet to a stake on Bee Knob on line of said John Ward 100 acre survey and bearing N 19-05 E 40 feet from a chestnut oak stump, the seventh corner hereof, corner to land of "Little" Jake Wells and Aaron Wells; thence leaving line of said John Ward 100 acre survey and running with the center of ridge between Bee Branch and Lick Creek binding on land of Aaron Meek N 8-10 W 182.5 feet to a stake, witnessed by a black oak and hickory; S 87-05 W 157 feet to a stake 4 feet to the left of a black oak pointer; N 82-15 W 296.5 feet to a stake five feet from a hickory; N 72-05 W 168.5 feet to a stake 3.5 feet from a black oak pointer; N 74-35 W 469 feet to a hickory; S 68 W 288.7 feet to a hickory on a flat knob; N 85 W 218 feet to a stake witnessed by a black oak on a flat knob; N 51-20 W 456 feet to a stake; N 85-40 W 429 feet to a stake; S 51-05 W 239 feet to a stake; N 82-50 W 151 feet to a stake; S 59-30 W 345 feet to a stake between maple pointer and a rock; thence leaving the ridge N 54 W 36 feet to the beginning, containing 19.80 acres, more or less.

Tract No. Twenty-One:

Situated on Levisa Fork of Big Sandy River, mainly on Lick Creek.

Beginning at a stake on the southwest bank of Big Sandy River at the mouth of Lick Creek, a corner of the land of the Sandy River Coal Company; thence with their line S 20-05 W 214 feet to a stake in the center of C & O Railway tract over the Lick Creek culvert; thence S 14-35 W 100 feet to a stake on the east bank of Lick Creek; S 37-25 W 176 feet to a large knotty elm on the east bank of Lick Creek, a corner to numerous surveys and conveyances; thence leaving the creek and up the hill S 15-40 W 600 feet to a stake by a beech stump on top of spur dividing Lick and Whitehouse Creeks; thence up along top of said spur S 67-30 W 319 feet to a cross on a rock; S 57-05 W 289 feet to a stake between a black oak and hickory; S 2-00 E 495 feet to a stake on top of a knob; S 60-20 E 84 feet to a stake; S 52 E 211

feet to a cross on a flat rock in a gap; S 55-55 E 208 feet to a black oak, S 43-20 E 128 feet to a stake on top of a knob; S 5-05 W 206 feet to a cross on a large rounded rock about 15 feet high; S 13-20 W 404 feet to a stake on a small knob; S 6 E 399 feet to a stake by a locust snag; S 16-20 E 186 feet to a stake; S 28-05 E 73 feet to a 9 inch black oak; S 38-40 E 123 feet to a stake in the midst of five small hickories; S 85-15 E 305 feet to a stake by a forked hickory; N 65-45 E 162 feet to a stake in a gap; N 68-55 E 231 feet to a stake; S 86-30 E 90 feet to a stake on top of a knob, witnessed by two small oaks and black pine; thence along top of ridge between Lick Creek and Whitehouse Creek S 47-30 E 414 feet to a pine; S 83-25 E 591 feet to a stake on a knob, witnessed by a chestnut oak stump; S 13-50 W 960 feet to a stake, six feet from a hickory; S 18-15 E 106 feet to a stake witnessed by a small chestnut oak; S 16 W 59 feet to a stake S 35-50 W 270 feet to a stake witnessed by a hickory, a corner to land of Jay H. Northup; thence with his line S 28-57 E 884 feet to a hickory stump in a gap; S 57-05 E 1470 feet to a stake witnessed by a hickory on top of the ridge; N 57-40 E 675 feet to a stake witnessed by a black oak on top of the ridge; S 77-30 E 330 feet to a stake on top of the ridge witnessed by two 14 inch black oaks standing five feet apart; S 9-45 E 741 feet to a large white oak on top of the ridge; S 2-35 E 697 feet to a black oak on top of the ridge; thence leaving Northup's line and continuing along top of the ridge between Lick Creek and Whitehouse Creek; S 16 E 59 feet to a hickory on a knob; S 1-30 W 235 feet to a stake 7½ feet west of a black oak; S 26-30 E 136 feet to a stake 4 feet east of a pine; S 26-15 E 102 feet to a stake 3 feet east of a pine; S 35-15 E 327 feet to a stake 5 feet from a black oak; S 55-30 E 182 feet to a basket oak; S 78 E 208 feet to a stake 3 feet from a small black oak; N 54 E 99 feet to a white oak; N 65-30 E 302 feet to a stake 7 feet from a double chestnut oak; S 59 E 337 feet to a stake three feet south of a black oak; S 7-20 E 75 feet to a stake on a knob 6 feet from a small hickory; S 59-45 E 144 feet to a stake one foot south of a double black oak; S 30-30 E 167 feet to a small hickory; S 18 E 317 feet to a stake 7 feet from a black oak S 74-30 E 277 feet to a hickory; S 81-30 E 124 feet to a stake witnessed by two black oaks; N 64-30 E 67 feet to a black oak; N 57-30 E 217 feet to a hickory in a gap; N 57-25 E 318 feet to a red oak; S 67-05 E 219 feet to a small black oak; S 72-55 E 176 feet to a stake; N 67-20 E 246 feet to a small maple; N 65-25 E 121 feet to a small white oak; N 62-45 E 143 feet to a stake; N 63-50 E 188 feet to a stake on top of the ridge between waters of Stafford Fork and Lick Creek and on county line between Johnson and Martin County, a corner to land of Martin County Land Company; thence with line of same and county line and along top of the ridge S 21-50 E 169 feet to a stake; S 29-05 E 95 feet to a stake; S 5 E 128 feet to a cross on a flat rock; S 8 E 81 feet to a stake; S 24-45 E 114 feet to a stake; S 35-30 E 274 feet to a stake in a gap; S 18-10 E 136 feet to a stake near a white oak stump in a gap; thence leaving county line and top of the ridge S 18-30

W 1308 feet to a stake on hillside, witnessed by a black oak and hickory N 79-40 W 297 feet to a stake among three pines on mountain side about fifty feet south of ridge top; N 52-30 W 900 feet to a stake on top of the ridge, witnessed by an eight inch hickory eight feet away; S 79-24 W 1005 feet to a stake on mountain side about 700 feet south of Lick Creek, a corner to land of C. C. Ward; thence with his line S 79-24 W 795 feet to a white oak on mountain side, a corner to that tract of land conveyed Whitehouse Cannel Coal Company by R. M. & W. A. Wells; thence with line of same N 47-53 W 2795 feet to a stake on mountain side, a corner to land of John Meek; thence with his line N 47-53 W 210 feet to a white oak and white oak stump on a point; N 74-35 W 466 feet to a white oak stump on a point; S 40-05 W 130 feet to a stake a corner to land of Reuben Thompson; thence leaving the line of John Meek and continuing with the line of the Whitehouse Cannel Coal Company which here laps on the land of Reuben Thompson S 40-05 W 283 feet to a black oak stump on top of the ridge between Bee Branch of Greasy Creek and Lick Creek (witnessed S 55-15 E 10 feet to a locust) N 71 W 1998 feet to a stake a corner to land of John Meek; thence with his line N 71 W 580 feet to a large leaning black gum on the hillside east of the road and the branch leading from Bee Gap; N 6-30 E 487 feet to a rotted beech stump on south bank of Lick Creek, a corner to land of J. H. Northup; thence with his line S 88-10 E 4580 feet to a black oak on top of the ridge between Lick and Whitehouse Creek; N 2-35 W 697 feet to a large white oak on top of said ridge; N 9-45 W 741 feet to a stake on top of said ridge between two fourteen inch black oaks standing five feet apart; N 77-30 W 330 feet to a stake by a black oak on top of said ridge; S 57-40 W 675 feet to a stake by a hickory on top of said ridge; N 57-05 W 1470 feet to a hickory stump in gap of said ridge; N 28-57 W 884 feet to a stake on top of said ridge by a hickory; S 10-50 W 242 feet to a stake; S 65 W 1027 feet to a stake; S 63 W 561 feet to a stake; S 64-30 W 495 feet to a stake; S 15 E 561 feet to a stake; S 5 W 895 feet to a rotted beech stump on south bank of Lick Creek, the 117th corner to this description and a corner to land of John Meek; thence leaving the line of J. H. Northup and with the line of said John Meek S 25-20 W 1570 feet to a stake between white oak and beech stump 200 feet north of the Bee Gap, a corner to the land of William Dawson; thence with his line N 74-50 W 580 feet to a stake on top of the ridge between Lick Creek and Bee Branch of Greasy Creek, a corner to land of Manelius Meek Heirs; thence with their line N 74-50 W 946 feet to a stake by a small white oak on a knoll of the ridge; dividing Long Branch of Lick Creek and Smoke House Hollow of Bee Branch of Greasy Creek; S 65-19 W 948 feet to a stake by a small hickory on a knob, at head of two aforesaid branches and the Big Buzzard Nest Branch of Greasy Creek, a corner to land of R. M. Wells; N 31 W 990 feet to a stake witnessed by a small hickory and black oak on mountain side in head of Long Branch, 60 feet east of top of the ridge; N 25-50 E 1109 feet to a stake a corner to land of Ransom Ward; thence with his line N

25-50 E 951 feet to a large hickory stump witnessed by a small white oak and hickory on top of the ridge between Lick Creek and Banjo Branch; thence along top of said ridge N 3 W 396 feet to a stake on the knob by a chestnut oak; N 63 W 346 feet to a stake between two spotted oaks; N 46-10 W 333 feet to a dead black oak, witnessed by a small pine; N 21-55 W 320 feet to a stake witnessed by a chestnut and two black oaks on a knob; N 67-45 W 371 feet to a hickory on a knob, witnessed by two small pines; N 48-30 W 135 feet to a stake by a hickory on a knob, a corner to land of Hulda Walters; thence with her line along top of said ridge; N 3-40 E 340 feet to a black oak witnessed by a small elm; N 1-20 W 206 feet to a stake by a black oak; N 11-20 E 249 feet to a stake by a dead chestnut witnessed by a small hickory and black oak; N 27-30 E 186 feet to a stake between two dead black oak snags, witnessed by a small locust; N 40 E 184 feet to a stake between two spotted oak stumps witnessed by some small sourwood sprouts N 0-20 W 363 feet to a stake by a white oak snag (witnessed by a maple) in a gap where pipe lines cross ridge; N 18-10 W 380 feet to a stake between two small pines on a rocky knob; N 84-20 W 496 feet to a point on top of southeast end of big cliff; N 79-10 W 45 feet to a point on top of a big cliff; N 82 W 70 feet to a point on top of big cliff a corner to land of L. F. Stapleton; thence with his line along top of said ridge; N 18-30 E 140 feet to a point on top of the big cliff; N 13-30 W 410 feet to a stake, witnessed by a black oak; N 10 E 364 feet to a stake by a white oak stump a corner to land of Frank Price; thence with his line down along top of the ridge between Levisa Fork of Big Sandy River and Lick Creek of the same N 50-30 E 375 feet to a stake; N 79-15 E 183 feet to a stake by a black oak; N 42-35 E 382 feet to a stake by a small white oak on a knoll; N 12 W 211 feet to a stake; N 6-50 W 356 feet to a stake; N 14-20 E 237 feet to a stake by a small white oak; N 55-30 E 199 feet to a stake on a high rocky knob, witnessed by a maple; N 78-20 E 222 feet to a stake; S 81-50 E 316 feet to a stake on a small flat knob, witnessed by two small black oaks and chestnut oaks, N 41-55 E 235 feet to a stake in the gap; N 31-25 E 414 feet to a stake witnessed by a black oak and white oak a corner to Dr. David Osborne, thence with his line down along top of spur; N 88-50 E 169 feet to a stake; N 64-50 E 188 feet to a stake; S 52-10 E 297 feet to a stake; S 71-20 E 119 feet to a stake in the gap; N 81-20 E 175 feet to a stake on a knob, N 75-50 E 73 feet to a stake by a hickory; N 53-10 E 257 feet to a stake; N 61-25 E 286 feet to a stake; N 45-25 E 81 feet to a stake; N 69-25 E 329 feet to a point on a rock; N 51-10 E 179 feet to a stake; N 72-05 E 143 feet to a point on a rock; N 86-50 E 152 feet to a stake; S 72-35 E 82 feet to a point on top of a high rock of said spur directly above graveyard; thence down the hill N 44-45 E 774 feet leaving line of Dr. David Osborne at plus 470 feet after which passing over C & O Rwy. right-of-way binding on land of Sallie Ward to a stake on southwest bank of Big Sandy River; thence down same with waters

edge S 37-35 E 1049 feet to the beginning, containing 1091.40 acres, more or less.

### DIVISION III

A certain tract of land located near Whitehouse in Johnson County, Kentucky with all the timber thereon.

Beginning at a beech (down) standing near the mouth of the branch, which runs down from Bee Gap into Lick Branch; thence due east 290 poles to a black oak; N 1 W 87 poles; N 14½ W 64 poles; N 81½ W 20 poles; S 56½ W 41 poles; N 59 W 102 poles; N 40½ W 50 poles; S 87 W 12 poles; S 64 W 60 poles; S 61 W 34 poles; S 62½ W 30 poles; S 17 E 34 poles; S 14 E 80 poles; thence to the beginning.

Being all the land which is entirely surrounded by the Williams Coal and Coke Company lands. This conveyance is subject to oil and gas rights or leases in J. H. Northup, of Louisa, Lawrence County, Kentucky, or his assigns.

It is the intent of the grantor to convey any and all properties or interest therein owned by it located in Johnson County, Kentucky, whether or not particularly described herein.

Being a part of the same property acquired by the grantor by deed dated March 17, 1962 from Millers Creek Bituminous Coal Company, Inc., recorded in Deed Book 145, Page 405, Johnson County Court Clerk's Office Records.

TO HAVE AND TO HOLD the above described property, unto the party of the second part, its successors and assigns forever, with Covenants of Special Warranty.

IN TESTIMONY WHEREOF, the party of the first part has hereunto subscribed its name, this the day and date first above written.

THE MILLERS CREEK DEVELOPMENT COMPANY

By Samuel Logan  
Vice President

ATTEST:

John L. N. Stearns  
Assistant Secretary

STATE OF Kentucky  
SCT. \_\_\_\_\_  
COUNTY OF Pike

The foregoing Deed of Conveyance was produced and acknowledged before me, this 22nd day of December, 1987, by Samuel Logan aka President of The Millers Creek Development Company and attested by Gordon M. Strauss, Secretary, on behalf of the corporation.

My commission expires: October 3, 1988

Dora Lois Roberts  
Notary Public, State - at Large - Kentucky

I certify to preparation of the foregoing Deed.

JOHNSON & JOHNSON & PHILLIPS  
P.O. Box 668  
Paintsville, Kentucky 41240

By Dale Phillips  
Dale Phillips

STATE OF KENTUCKY, COUNTY OF JOHNSON, SCT.  
I, Larry G. Ward, Clerk of the County and State aforesaid, certify that the foregoing DEED was on the 29TH day of APRIL 1988 lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office in Book 269 Page 64.  
Witness my hand, this 2ND day of MAY 1988.

Larry G. Ward, Clerk  
Kathy Ward

TAX PAID - 408.00

By \_\_\_\_\_  
D.C. \_\_\_\_\_  
Book No. \_\_\_\_\_  
at page \_\_\_\_\_  
O'clock M. and recorded in \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
FILED FOR RECORD

FILED FOR RECORD  
This 29th day of April 1988 at  
12:40 O'clock P.M. and recorded in  
Book No. 269 at page 64  
Larry G. Ward  
Kathy Ward

DB 123  
P 119

THIS DEED, made this 1st day of April, 1953, by and between  
MAJESTIC COLLIERIES COMPANY, a corporation, party of the first part, and  
POPIAR CREEK DEVELOPMENT COMPANY, a corporation, party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00)  
cash in hand paid and other good and valuable consideration, the receipt of  
all of which is hereby acknowledged, the party of the first part does hereby  
grant, bargain, sell, and convey, with covenants of Special Warranty of Title,  
unto the party of the second part, all real estate and all rights and interests  
of every kind or character in real estate, except as hereinafter specifically  
excepted and reserved by the party of the first part, owned by the party of  
the first part in Mingo County, West Virginia, including, but not limited to,  
the property, rights, and interests acquired by the party of the first part  
by and described in the following deeds of record in the Office of the Clerk  
of the County Court of Mingo County, West Virginia:

(A) Tracts containing 110.06 acres, more or less, situate at  
Cedar, in Magnolia District, on Tug River, conveyed to Majestic Collieries  
Company by deed from Williamson Grocery Company, dated August 23, 1935, and  
recorded in Deed Book 74 at page 241; EXCEPTING THEREFROM, HOWEVER, a parcel  
containing 0.43 of an acre, heretofore conveyed away by deed of Majestic  
Collieries Company to the Norfolk and Western Railway Company, dated  
February 13, 1937, and the rights therein granted to said Railway Company.

(B) A parcel, approximately 30 feet by 127 feet in dimensions,  
situate at Cedar, in Magnolia District, and lying between the Norfolk and  
Western Railway Company's right-of-way and Tug River, conveyed to Majestic  
Collieries Company by deed from H. A. Mounts, et al, dated June 24, 1921, and  
recorded in Deed Book 43 at page 315, and known as "the Cedar Bridge Site."  
MAJESTIC COLLIERIES COMPANY RESERVES UNTO ITSELF, HOWEVER, the right to use

the aforesaid parcel for access to and as support for the suspension foot bridge now spanning Tug River at Cedar.

(C) A parcel containing 0.41 of an acre, situate at Vulcan, in Magnolia District, lying adjacent to and north of the northern boundary line of the right-of-way of the Norfolk and Western Railway Company, being a part of the property conveyed to Majestic Collieries Company by deed from Pocahontas Land Corporation, et al, dated March 23, 1943 and recorded in Deed Book 90 at page 131; and being the same parcel reserved to Majestic Collieries Company in its deed to Ernest D. Lilly Land Company, dated December 10, 1951, as the "Store Lot" reserved from "TRACT 1B" therein described and conveyed.

For the extent and nature of the rights and ownership of Majestic Collieries Company in the aforesaid lands reference is here expressly made to the aforesaid deeds and to prior deeds in said Company's chain of title.

MAJESTIC COLLIERIES COMPANY HEREBY EXPRESSLY EXCEPTS FROM THIS CONVEYANCE any lands, rights in lands, rights of way, and easements, granted by it to the Norfolk and Western Railway Company and the Appalachian Electric Power Company, or either of them.

It is the intent and purpose hereof to transfer and convey to Poplar Creek Development Company all of the rights and interests of every kind, whether enumerated herein or not, owned by Majestic Collieries Company in lands located in Mingo County, West Virginia, and not herein specifically reserved or excepted. To have and to hold the same, unto Poplar Creek Development Company, its successors and assigns, forever.

IN TESTIMONY WHEREOF, Majestic Collieries Company, a corporation, has caused its name to be signed hereto by W. W. Walker, its President, pursuant to authority given by its stockholders and its Board of Directors, and its corporate seal to be hereunto affixed and attested by Joseph E. Ludes, its Secretary, pursuant to like authority.

MAJESTIC COLLIERIES COMPANY,  
a corporation.

By

*W. W. Walker*

Its President.

Joseph G. Rudes  
His Secretary.

STATE OF PENNSYLVANIA,

COUNTY OF NORTHUMBERLAND, To-wit:

I, NORMAN W. HENNINGER, a Notary Public within and for the County and State aforesaid, do hereby certify that W. W. Walker, who signed the writing above and hereto annexed, bearing date the 1st day of April, 1953, for Majestic Collieries Company, a corporation, has this day, before me in my said County, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this 30th day of July, 1953.

Norman W. Henninger  
Notary Public.

My commission expires:

5. 1. 1954

## RECORDER'S OFFICE

STATE OF PENNSYLVANIA }  
NORTHUMBERLAND COUNTY }

ss: I, Lester Albright, Recorder of Deeds and Clerk of the Orphans' Court in and for said County, the same being the office of Record, and I, the officer duly authorized to issue this certificate, do hereby certify, that

Norman W. Henninger Esq.,  
whose name is subscribed to the certificate of proof or acknowledgment of or affidavit to the annexed instrument and thereon written was at the time of the taking of the same.

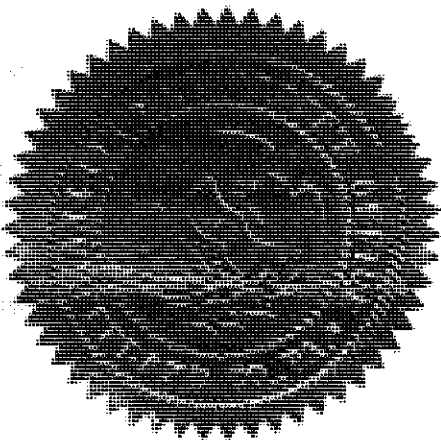
a Notary Public  
in and for said County and resided therein, and was duly sworn and authorized to take the same and to take the acknowledgment or proof of deeds to be recorded therein.

And further that I am well acquainted with the handwriting of said Norman W. Henninger and verily believe that the signature to the certificate is genuine; and that said instrument is executed and acknowledged in conformity with the Laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said office at Sunbury, Pennsylvania,

this 30th day of July A. D. 1953.

Lester Albright  
Recorder of Deeds and Clerk of the Orphans' Court.



**COAL PROPERTY**

Lying and being located on the waters of the Tug River in Pike County, Kentucky,  
and more particularly described in the following deeds:

| <b>Poplar Creek<br/>Development Co.<br/>Tract. No.</b> | <b>Title<br/>Source<br/>DB/P</b> | <b>Tract In<br/>Source<br/>Deed</b> | <b>Title Reference<br/>DB P</b> |     | <b>Tract In<br/>Reference<br/>Deed</b> |
|--------------------------------------------------------|----------------------------------|-------------------------------------|---------------------------------|-----|----------------------------------------|
| 1001                                                   | 350/269                          | A                                   | 81                              | 148 | TR #1                                  |
| 1002                                                   | 350/269                          | A                                   | 81                              | 148 | TR #2                                  |
| 1003                                                   | 350/269                          | A                                   | 81                              | 148 | TR #3                                  |
| 1005                                                   | 350/269                          | A                                   | 128                             | 338 | TR #1                                  |
| 1006                                                   | 350/269                          | A                                   | 128                             | 338 | TR #2                                  |
| 1007                                                   | 350/269                          | A                                   | 128                             | 338 | TR #3                                  |
| 1008                                                   | 350/269                          | B                                   | 108                             | 102 |                                        |
| 1008                                                   | 350/269                          | B                                   | 108                             | 104 |                                        |
| 1008                                                   | 350/269                          | B                                   | 104                             | 109 |                                        |
| 1008                                                   | 350/269                          | B                                   | 124                             | 220 |                                        |
| 1008                                                   | 350/269                          | B                                   | 138                             | 171 |                                        |
| 1009                                                   | 350/269                          | C                                   | 81                              | 137 | TR #6                                  |
|                                                        |                                  |                                     | 85                              | 110 |                                        |
|                                                        |                                  |                                     | 106                             | 282 |                                        |
| *1010                                                  | 350/269                          | C                                   | 94                              | 496 | TR #1                                  |
| *1011                                                  | 350/269                          | C                                   | 94                              | 496 | TR #2                                  |
| 1012                                                   | 350/269                          | D                                   | 54                              | 65  |                                        |
|                                                        |                                  |                                     | 205                             | 412 |                                        |
| 1013                                                   | 350/269                          | E                                   | 44                              | 476 |                                        |
| 1014                                                   | 350/269                          | F                                   | 141                             | 65  |                                        |
| 1015                                                   | 350/269                          | G                                   | 44                              | 483 | TR #1                                  |
| 1016                                                   | 350/269                          | G                                   | 44                              | 483 | TR #2                                  |
| 1017                                                   | 350/269                          | G                                   | 44                              | 483 | TR #4                                  |
| 1018                                                   | 350/269                          | G                                   | 47                              | 148 | TR #1                                  |
| 1019                                                   | 350/269                          | G                                   | 47                              | 148 | TR #2                                  |
| 1026                                                   | 350/269                          | K                                   | 154                             | 101 |                                        |
| 1028                                                   | 350/269                          | J                                   | 154                             | 85  |                                        |
| 1029                                                   | 350/269                          | L                                   | 205                             | 412 |                                        |
| 1034                                                   | 350/269                          | Q                                   | 157                             | 616 |                                        |
|                                                        |                                  |                                     | 310                             | 143 |                                        |
| 1038                                                   | 350/269                          | U                                   | 226                             | 47  |                                        |
| 1046                                                   | 350/269                          | CC                                  | 50                              | 279 | TR #1                                  |
| 1047                                                   | 350/269                          | CC                                  | 50                              | 279 | TR #2                                  |
| 1048                                                   | 350/269                          | CC                                  | 50                              | 279 | TR #3                                  |
| 1050                                                   | 350/269                          | CC                                  | 50                              | 279 | TR #5                                  |
| 1051                                                   | 350/269                          | CC                                  | 50                              | 279 | TR #6                                  |
| *1053                                                  | 350/269                          | DD                                  | 75                              | 306 |                                        |
| 1055                                                   | 350/269                          | FF                                  | 139                             | 91  |                                        |
| 1056                                                   | 350/269                          | GG                                  | 161                             | 306 |                                        |
| 1057                                                   | 350/269                          | GG                                  | 161                             | 306 |                                        |
| 1058                                                   | 350/269                          | HH                                  | 175                             | 635 |                                        |

All references are to the records of the Pike County Clerk's Office, Pikeville, Kentucky.

\*Abstract included in file.

THIS DEED RECORDED IN DEED BOOK 350, PAGE 269 SERVES AS THE TITLE  
SOURCE FOR THE FOLLOWING POPLAR CREEK DEVELOPMENT COMPANY COAL  
TRACT NUMBERS:

| Tract No. | Tract in Deed 350/269 |
|-----------|-----------------------|
| 1001      | (A)                   |
| 1002      | (A)                   |
| 1003      | (A)                   |
| 1005      | (A)                   |
| 1006      | (A)                   |
| 1007      | (A)                   |
| 1008      | (B)                   |
| 1009      | (C)                   |
| 1010      | (C)                   |
| 1011      | (C)                   |
| 1012      | (D)                   |
| 1013      | (E)                   |
| 1014      | (F)                   |
| 1015      | (G)                   |
| 1016      | (G)                   |
| 1017      | (G)                   |
| 1018      | (G)                   |
| 1019      | (G)                   |
| 1026      | (K)                   |
| 1028      | (J)                   |
| 1029      | (L)                   |
| 1034      | (Q)                   |
| 1038      | (U)                   |
| 1046      | (CC)                  |
| 1047      | (CC)                  |
| 1048      | (CC)                  |
| 1050      | (CC)                  |
| 1051      | (CC)                  |
| 1053      | (DD)                  |
| 1055      | (FF)                  |
| 1056      | (GG)                  |
| 1057      | (GG)                  |
| 1058      | (HH)                  |

THIS DEED, made this 1st day of April, 1953, by and between  
MAJESTIC COLLIERIES COMPANY, a corporation, party of the first part, and  
POPLAR CREEK DEVELOPMENT COMPANY, a corporation, party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell, and convey, with covenants of Special Warranty of Title, unto the party of the second part, all real estate and all rights and interests of every kind or character in real estate, except as hereinafter specifically excepted and reserved by the party of the first part, owned by the party of the first part in Pike County, Kentucky, including, but not limited to, the property, rights, and interests acquired by the party of the first part by and described in the following deeds of record in the Office of the Clerk of the County Court of Pike County, Kentucky:

(A) Tracts containing 724.20 acres, more or less, situate on Big Branch and Old House Branch of Peter Creek and Barrenshee Creek of Tug River, conveyed to Majestic Collieries Company by

- (a) Deed from A. W. Campbell, et al, dated April 23, 1915, and recorded in Deed Book 81 at page 148; and,
- (b) Deed of exchange with Portsmouth By-Products Coke Company, dated March 28, 1925, and recorded in Deed Book 128 at page 338.

EXCEPTING THEREFROM, HOWEVER, (i) the surface of a tract containing 3.9 acres, more or less, heretofore conveyed away by deed of Majestic Collieries Company to L. W. Sowards dated June 29, 1940; (ii) a strip of land heretofore conveyed away by deed of Majestic Collieries Company to the Commonwealth of Kentucky, dated February 3, 1933, for a highway from Phelps to Paupaw; and, (iii) the surface of the following lots or parcels of land situate in the Majestic Addition to the Town of Phelps, estimated to contain 47.742 acres, more or less, heretofore conveyed away by the following deeds executed by Majestic Collieries Company:

- (1) Lots 4, 5, 6, 7 and 8, Block 3, conveyed to Mrs. Ellie Sowards by deed dated September 6, 1943;
- (2) Lots 30 and 31, Block 1, conveyed to Perry McCoy, et al, by deed dated October 16, 1943;
- (3) Lots 9 and 10, Block 3, conveyed to Mrs. Ellie Sowards, by deed dated December \_\_\_\_\_, 1943;

- (4) Lot 1, Block 3, conveyed to Mrs. Ellie Sowards, by deed dated March 25, 1944;
- (5) Lot 3, Block 3, conveyed to Mrs. Ellie Sowards, by deed dated March 14, 1945;
- (6) Lots 4 and 5, Block 1, conveyed to Earl Justice, et al, by deed dated April 11, 1945;
- (7) Lot 2, Block 3, conveyed to L. W. Sowards, by deed dated June 6, 1945;
- (8) Lots 12, 13, 14, 15 and 16, Block 2, conveyed to Jasper Fields, by deed dated July 10, 1945;
- (9) Lot 11, Block 2, conveyed to Jasper Fields, et al, by deed dated January 29, 1946;
- (10) Lots 3, 6 and 7, Block 1, conveyed to Enoch Pooth, et al, by deed dated March 21, 1946;
- (11) Lots 26, 27, 28 and 29, Block 1, conveyed to Garfield Lester, et al, by deed dated July 9, 1946;
- (12) Lots 11, 12, 13 and 14, Block 3, conveyed to Mansel Lester, et al, by deed dated September 10, 1946;
- (13) Lot 17, Block 2, conveyed to Jasper Fields, et al, by deed dated March 19, 1947;
- (14) Lot 25, Block 1, conveyed to Garfield Lester, et al, by deed dated June 23, 1947;
- (15) Lots 18 and 19, Block 1, conveyed to Hubert Stevens, et al, by deed dated December 23, 1947;
- (16) Lot 20, Block 1, conveyed to Charlie Dotson, et al, by deed dated December 29, 1947;
- (17) Parcel No. 1 in Tract No. 3, containing 5 acres, more or less, conveyed to Lencie Lester, et al, by deed dated March 8, 1948;
- (18) Lots 3, 9 and 10, Block 1, conveyed to Roscoe Blankenship, et al, by deed dated September 21, 1948;
- (19) Lot 15, Block 3 and Lots 18, 19 and 20, Block 2, conveyed to Harry Dotson, et al, by deed dated September 21, 1948;
- (20) Lots 15, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, Block 2, conveyed to Lincoln Stillner, et al, by deed dated September 23, 1948;
- (21) Lots 21, 22, 23, and 24, Block 1, conveyed to Lincoln Stillner, et al, by deed dated September 23, 1948;
- (22) Lots 8, 9, and 10, Block 2, conveyed to Burley Sullivan, et al, by deed dated February 3, 1950;
- (23) A parcel in Tract No. 3 containing 8 acres, more less, conveyed to Emmett Lester, et al, by deed dated April 8, 1950;
- (24) Lots 1 and 2, Block 1, and Lots 1, 2, 3, and 4, Block 2, conveyed to H. L. Ross, by deed dated August 30, 1950;
- (25) Lots 11, 12, 13 and 14, Block 1, conveyed to Ira Dotson, et al, by deed dated July 7, 1947;
- (26) Lots 15, 16 and 17, Block 1, conveyed to Garfield Lester, et al, by deed dated May 11, 1948;
- (27) Lots 5, 6, and 7, Block 2, conveyed to Charlie Frazier, et al, by deed dated May 11, 1948; and,
- (28) Parcel No. 2 in Tract No. 3, containing 2.5 acres, more or less, conveyed to Lencie Lester, et al, by deed dated March 20, 1953.

(B) Tracts containing 318 acres, more or less, situate on Widow's Branch of Peter Creek, conveyed to Majestic Collieries Company by

- (a) Deed from Mattie Dotson and husband, and Llew Preece and wife, dated March 30, 1921, and recorded in Deed Book 108 at page 102;
- (b) Deed from Cosby Preece, dated March 30, 1921, and recorded in Deed Book 108 at page 104;
- (c) Deed from Cosby Preece, dated April 15, 1921, and recorded in Deed Book 104 at page 109;
- (d) Deed from Alex Bishop and wife, and Wheeler Preece and wife, dated April 9, 1924, and recorded in Deed Book 124 at page 220; and
- (e) Deed from E. S. Wolford and wife, dated December 14, 1926, and recorded in Deed Book 138 at page 171.

EXCEPTING THEREFROM, HOWEVER, (i) a strip of land heretofore conveyed away by deed of Majestic Collieries Company to the Commonwealth of Kentucky, dated February 3, 1933, for a highway from Phelps to Pawpaw; and (ii) the surface of the following lots or parcels of land situate in the Majestic Addition to the Town of Phelps, estimated to contain 31.895 acres, more or less, heretofore conveyed away by the following deeds executed by Majestic Collieries Company:

- (1) A parcel containing 3.67 acres, more or less, lying east of and adjacent to Lot 67, Block 4, conveyed to Enoch Booth by deed dated February 5, 1945;
- (2) Lot 15, Block 4, conveyed to Chester Hurley, by deed dated December 11, 1944;
- (3) Tract No. 5, conveyed to Millard Tolliver by deed dated April 10, 1945;
- (4) Lot 66, Block 4, and a small tract lying east thereof and between same and the McClellan Hurley tract, conveyed to Stanley Hurley, by deed dated July 31, 1946;
- (5) Tract No. 6, conveyed to Emzy Lester, et al, by deed dated August 8, 1947;
- (6) Lots 24 and 26, Block 4, conveyed to Archie Honaker, et al, by deed dated August 11, 1947;
- (7) Lot 1, Block 4, conveyed to Willard Ray, et al, by deed dated June 18, 1948;
- (8) Lots 14, 16 and 18, Block 4, conveyed to Hansel Blankenship, et al, by deed dated August 3, 1948;
- (9) Lot 13, Block 4, conveyed to Roscoe Hurley, by deed dated January 24, 1948;
- (10) Lot 28, Block 4, conveyed to Lincoln Stiltner, et al, by deed dated April 14, 1949;
- (11) Lots 20 and 22, Block 4, conveyed to Emzy Lester, et al, by deed dated June 9, 1949; and,
- (12) Lots 5, 6, 7 and 8, Block 4, conveyed to Cornelius Blankenship, by deed dated June 28, 1950.

(C) Tracts containing 1,639.8 acres, more or less, situate on Tug River and Poplar Creek of Tug River, conveyed to Majestic Collieries Company by

- 200 212
- (a) Deed from Geo. C. Graber, Trustee, dated April 8, 1915, and recorded in Deed Book 81 at page 137;
  - (b) Two deeds from F. H. Yates and wife, dated January 10, 1916, and recorded in Deed Book 85 at pages 108 and 110, respectively;
  - (c) Deed from T. H. Harman and wife, dated June 30, 1920, and recorded in Deed Book 106 at page 282; and,
  - (d) Deed from Pike County Coal Company, et al, dated November 16, 1918, and recorded in Deed Book 94 at page 496.

THE FIRST WHEREAS, HOWEVER, (i) a tract containing 2.05 acres, more or less, heretofore conveyed away by deed of Majestic Collieries Company to D. B. Sanders dated December 3, 1927; (ii) tracts containing 36.61 acres, more or less, and 1.28 acres, more or less, conveyed away by deed of Majestic Collieries Company to Pike County Coal Company, dated November 26, 1918, and recorded in Deed Book 94 at page 495; and, (iii) the surface of a tract containing one-third of an acre, more or less, conveyed away by deed of Majestic Collieries Company to the Board of Education of Pike County, Kentucky, dated October 27, 1930, but expressly including in the present conveyance all of the coal, minerals, and rights reserved to Majestic Collieries Company in said deed.

(D) A tract containing 3.5 acres, more or less, situate on Lick Fork of Poplar Creek of Tug River, near Poplar Gap, conveyed to Majestic Collieries Company by

- (a) Deed from W. D. Amick and wife, dated April 10, 1909, and recorded in Deed Book 54 at page 65; and,
- (b) Deed from W. A. Ferrell and wife, dated May 18, 1939, and recorded in Deed Book 205 at page 412.

(E) A tract containing 197.3 acres, more or less, situate on Old Mine Branch of Peter Creek, conveyed to Majestic Collieries Company by deed from Meredith Layne, dated May 30, 1907, and recorded in Deed Book 44 at page 412.

(F) A tract containing 8.21 acres, more or less, situate on Chapman Branch of Poplar Creek, conveyed to Majestic Collieries Company by deed from D. B. Sanders and wife, dated July 18, 1927, and recorded in Deed Book 141 at page 65.

(G) Tracts containing 1,293.3 acres, more or less, situate on the above and "Big Branch" of Tug River, conveyed to Majestic Collieries Company by two deeds from P. B. Flanagan and wife and J. M. Mann and wife, dated December 17, 1906, and recorded in Deed Book 44 at page 483, and Deed Book 47 at page 118, respectively.

(H) A tract situate on the waters of Big Branch of Tug River, conveyed to Majestic Collieries Company by

- (a) Deed from A. J. Simpkins and Lottie Simpkins, dated August 9, 1907, and recorded in Deed Book 147 at page 144; and,

(b) Deed from J. S. Cline and wife, dated July 26, 1930, and recorded in Deed Book 161 at page 205.

(I) A tract containing 63 acres, more or less, situate on Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from David Asbury, dated August 4, 1918, and recorded in Deed Book 96 at page 584.

(J) A tract, situate on the waters of Big Island Branch and Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from Ralph Steel and wife, dated November 7, 1929, and recorded in Deed Book 154 at page 85.

(K) A tract containing 22 acres, more or less, and interests in tracts, on and near Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from Eliza Browning and husband, dated November 9, 1929, and recorded in Deed Book 154 at page 101.

(L) A tract containing 8 acres, more or less, situate on Turkey Creek near Poplar Gap, conveyed to Majestic Collieries Company by deed from W. A. Ferrell and wife, dated May 18, 1939, and recorded in Deed Book 205 at page 412.

(M) A tract containing 19 acres, more or less, situate on Chapman Fork of Poplar Creek, conveyed to Majestic Collieries Company by deed from Ballard Smith and wife, dated November 22, 1947, and recorded in Deed Book 289 at page 353.

(N) A tract containing 20 acres, more or less, situate on Chapman Fork of Poplar Creek, conveyed to Majestic Collieries Company by deed from Lloyd Blankenship and wife, dated November 8, 1947, and recorded in Deed Book 288 at page 429.

(O) A tract containing 100 acres, more or less, situate on Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from O. M. Johnson and Hazel Johnson Thomas, dated June 18, 1949, and recorded in Deed Book 311 at page 70.

(P) A tract containing 50 acres, more or less, situate on Widow's Branch of Peter Creek, conveyed to Majestic Collieries Company by deed from Missouri Blankenship dated December 8, 1951, and recorded in Deed Book 336 at page 555.

(Q) A tract containing 12 acres, more or less, situate on the ridge between Turkey Creek and Big Branch of Tug River, conveyed to Majestic Collieries Company by two deeds from W. A. Ferrell and wife, and D. H. Blankenship and wife, dated June 6, 1930, and April 20, 1949, and recorded in Deed Book 157 at page 616 and Deed Book 310 at page 143, respectively.

(R) A tract containing 0.449 acres, more or less, situate on Poplar Creek, conveyed to Majestic Collieries Company by deed from John Sanders

and wife, dated March 22, 1952, and recorded in Deed Book 338 at page 409.

(S) A tract containing 13.13 acres, more or less, situate on the easterly side of Poplar Gap at the head of Poplar Creek, conveyed to Majestic Collieries Company by deed from Florida Blankenship and husband, Verna Quillin, and Julius Blankenship, dated March 24, 1952, and recorded in Deed Book 338 at page 407.

(T) A tract containing 3.13 acres, more or less, situate on the easterly side of Poplar Gap at the head of Poplar Creek, conveyed to Majestic Collieries Company by deed from Lilly Griffey and Barney Laster, dated March 24, 1952, and recorded in Deed Book 338 at page 405.

(U) A tract containing 75 acres, more or less, situate on Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from W. A. Ferrell and wife, dated March 18, 1942, and recorded in Deed Book 226 at page 47.

(V) A tract containing 27 acres, more or less, situate on Tug River opposite the town of Cedar, West Virginia, conveyed to Majestic Collieries Company by

(a) Deed from Issac Wallace and wife, dated March 24, 1944, and recorded in Deed Book 237 at page 438; and,

(b) Deed from T. M. Mounts, dated February 22, 1945, and recorded in Deed Book 246 at page 373.

(W) Tracts containing 100 acres, more or less, situate on Big Branch of Tug River, conveyed to Majestic Collieries Company by

(a) Deed from Anderson New and wife, dated May 11, 1948 and recorded in Deed Book 295 at page 559; and,

(b) Deed from John New and wife, dated May 11, 1948, and recorded in Deed Book 295 at page 561.

(X) A tract containing 24 acres, more or less, situate on the left fork of Poplar Creek, conveyed to Majestic Collieries Company by deed from John Daniels and wife, and Leona Collins, dated September 2, 1949, and recorded in Deed Book 313 at page 90.

(Y) A tract containing 50 acres, more or less, situate on the watershed of Big Branch of Tug River, conveyed to Majestic Collieries Company by deed from Mary Jane Wolford, dated August 18, 1949, and recorded in Deed Book 312 at page 367.

(Z) A tract containing 50 acres, more or less, situate on Big Branch of Tug River, conveyed to Majestic Collieries Company, by deed from Frank Ferrell and wife, dated April 20, 1949, and recorded in Deed Book 309 at page 157.

(AA) A tract lying between Pono Branch and Meredith Layne Branch of Peter Creek, conveyed to Majestic Collieries Company by deed from L. W. Sowards and wife, and Earnest Wolford and wife, dated April 12, 1922, and recorded in Deed Book 104 at page 634.

(CC) A tract containing 0.11 acres, more or less, situate on Barren-  
shoo Creek, conveyed to Majestic Collieries Company by deed from Pike County  
Coal Company, at al, dated November 18, 1918, and recorded in Deed Book 94 at  
page 496.

(CC) Tracts containing 489.5 acres, more or less, situate on Peter

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Creek and Turkey Creek, conveyed to Majestic Collieries Company by deed from  
Dr. Wallace D. Amick, dated August 4, 1908, and recorded in Deed Book 50 at  
page 279.

(DD) A tract containing 282.02 acres, more or less, situate on the  
waters of Poplar Creek, conveyed to Majestic Collieries Company by deed from  
Robert Chapman and wife, dated July 8, 1915, and recorded in Deed Book 75 at  
page 306.

(EE) A tract containing 1.7 acres, more or less, situate on the  
waters of Turkey Creek, conveyed to Majestic Collieries Company by deed from  
Missouri Blankenship, dated March 2, 1926, and recorded in Deed Book 130 at  
page 287.

(FF) A tract containing 6.83 acres, more or less, situate on the  
ridge between Bob Chapman Fork and Turkey Creek and on the right hand side  
of Turkey Creek as you face up said Creek, conveyed to Majestic Collieries  
Company by deed from Farrow Robinett and wife, dated January 7, 1927, and re-  
corded in Deed Book 139 at page 91.

(GG) A tract containing 663.6 acres, more or less, situate on Turkey  
Creek and Big Branch of Tag River, conveyed to Majestic Collieries Company by  
deed from Thos. C. Patterson, Geo. Dennison Patterson, and Wm. P. Bockor, dated  
June 24, 1930, and recorded in Deed Book 161 at page 306.

(HH) A tract containing 7 acres, more or less, situate on the left  
hand fork of Peter Creek, conveyed to Majestic Collieries Company by deed from  
L. W. Sowards and wife, dated November 21, 1933, and recorded in Deed Book 175  
at page 635.

(II) A tract containing 1.6 acres, more or less, situate on Poplar  
Creek, conveyed to Majestic Collieries Company by deed from Jackson Mounts, Sr.,  
and wife, dated June 9, 1908, and recorded in Deed Book 47 at page 633.

(JJ) A strip of land 50 feet in width situate on the waters of Poplar  
Creek and Cow Branch, conveyed to Majestic Collieries Company by deed from Mason  
Coal and Coke Company, dated November 14, 1908, and recorded in Deed Book 53

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(KK) A tract containing 13.5 acres, more or less, situate on Poplar Creek, conveyed to Majestic Collieries Company by deed from Jackson Mounts, Sr., and wife, dated February 1, 1908, and recorded in Deed Book 47 at page 560; EXCEPTING THEREFROM, HOWEVER, the rights therein granted by deed of Majestic Collieries Company to the Norfolk and Western Railway Company, dated July 10, 1908, and recorded in Deed Book 50 at page 293.

(LL) A right-of-way for a 20 foot road-bed on the ridge between Willets Branch and Meredith Layne Branch, granted to Majestic Collieries Company by deed from Ella Sowards, dated February 18, 1953, and recorded in Deed Book 347 at page 52.

(MM) The right to strip coal under tracts therein described, granted to Majestic Collieries Company by

- (a) Deed from Nelson Lester and Sallie Lester, dated November 22, 1947, and recorded in Deed Book 289 at page 589;
- (b) Deed from W. J. Robinett and Hettie Robinett, dated December 1, 1947, and recorded in Deed Book 289 at page 461; and,
- (c) Deed from Troy Wolford and wife, dated September 8, 1948, and recorded in Deed Book 300 at page 175.

For the extent and nature of the rights and ownership of Majestic Collieries Company in the aforesaid lands reference is here expressly made to the aforesaid deeds and to prior deeds in said Company's chain of title.

MAJESTIC COLLIERIES COMPANY HEREBY EXPRESSLY EXCEPTS from this conveyance any lands, rights in lands, rights of way, and easements, granted by it to the Norfolk and Western Railway Company, and the Kentucky and West Virginia Power Company, or either of them, and also any and all public roads and highways, and rights of way for telephone and power lines, that may at this date be located upon any lands hereby conveyed.

Certain portions of the property hereby conveyed have been leased by Majestic Collieries Company, as lessor, by the following described instruments, and THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO all of the rights of the lessees thereunder, but Majestic Collieries Company does hereby expressly transfer, assign, set over, and deliver unto Poplar Creek Development Company all of its rights as lessor or otherwise therein:

- (1) Lease to United Fuel Gas Company, dated November 23, 1951, and recorded in Deed Book \_\_\_\_\_ at page \_\_\_\_\_, being lease No. 49795 on the records of lessee;
- (2) Lease to James Layne (assigned to Homer Blackburn and Anderson Norman), dated January 17, 1951, and recorded in Deed Book 329 at page 267;
- (3) Lease to W. S. Cope (Cope Coal Company), dated March 1, 1952, and recorded in Deed Book 338 at page 533;
- (4) Lease to Lester Mounts (Assigned to Ira Estep), dated December 1, 1950, and recorded in Deed Book 326 at page 467;

- (5) Lease to Paul W. Pritchard (Pritchard Coal Co.), dated December 4, 1952, and recorded in Deed Book 347 at page 47;
- (6) Lease to Dr. C. M. Bentley and Henry Fallon (assigned to George Griffey), dated September 1, 1951, and recorded in Deed Book 336, at page 184, and amended January 20, 1953, in Deed Book 347 at page 53;
- (7) Lease to John W. Heaton (Heaton Coal Company), dated February 20, 1953, and recorded in Deed Book 347 at page 108;
- (8) Lease to Morrow McCoy (McCoy Coal Company), dated January 1, 1953, and recorded in Deed Book 345 at page 481;
- (9) Lease to Don Wolford, dated January 18, 1951, and recorded in Deed Book 330 at page 145;
- (10) Lease to H. L. Ross (Ross Coal Company), dated August 1, 1951, and recorded in Deed Book 333 at page 594;
- (11) Lease to Howard Mounts, dated September 8, 1952, and recorded in Deed Book 342 at page 502;
- (12) Lease to Nelson Lester, dated February 20, 1953, and recorded in Deed Book 347 at page 103;
- (13) Lease to Little Cedar Coal Company, dated October 1, 1951, and recorded in Deed Book 335 at page 129; and,
- (14) Lease to Jessie Wolford, dated October 1, 1952, and recorded in Deed Book 343 at page 479.

THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO a certain contract between Majestic Collieries Company and Sammons Construction Company, dated February 14, 1951, and not recorded, granting unto Sammons Construction Company certain mining rights as therein more fully set forth and described; and no part of or rights in said contract are in any way transferred or assigned to Poplar Creek Development Company hereby.

MAJESTIC COLLIERIES COMPANY EXPRESSLY RESERVES UNTO ITSELF AND HEREBY EXCEPTS FROM THIS CONVEYANCE the rights granted to it by (1) deed from John M. Mounts and wife, and Isaac Wallace and wife, dated February 13, 1945, and recorded in Deed Book 246 at page 232, (2) deed from Roy Sanders and wife, dated November 17, 1947, and recorded in Deed Book 289 at page 235, and (3) deed from Frank Watrol, dated November 19, 1947, and recorded in Deed Book 289 at page 233.

AND MAJESTIC COLLIERIES COMPANY FURTHER RESERVES UNTO ITSELF AND HEREBY EXPRESSLY EXCEPTS FROM THIS CONVEYANCE all of the mining plant and equipment of every kind and character owned by it and located upon or in the lands hereby conveyed including, but not limited to, all of the mine tracks and transmission lines for electric power and water lines used for coal mining and preparation purposes, and the following items as shown on a certain insurance inventory dated December 1952 and on file with Citizens Underwriters Agency at its office in Bluefield, West Virginia, the number appearing in the left hand column below being the book number assigned to such items by the Kentucky Inspection Bureau, it being understood and agreed that Majestic Collieries Company may remove from said lands at any time the property by this

| 5440   | Tipple No. 39 and Contents                              |
|--------|---------------------------------------------------------|
| 5441   | Washer and Screening No. 38 and Contents                |
| 5452-3 | Room Tower No. 49 and Contents                          |
| 5454   | Rone Crusher No. 50 and Contents                        |
| 5455-6 | Rone Conveyor No. 51 and Contents                       |
| 5457   | Rone Bin No. 52 and Contents                            |
| 5458-9 | Steel Conveyor No. 26 and Contents                      |
| 5459-1 | Washer Supply House No. 26A and Contents                |
| 5460   | Tipple Supply House No. 48 and Contents                 |
| 5460-A | Tipple Scale House No. 48A and Contents                 |
| 5461   | Tipple Office No. 53 and Contents                       |
| 5462   | Hoist House No. 44 and Contents                         |
| 5463   | Oil and Tool House No. 47 and Contents                  |
| Number | Item                                                    |
| 5464   | Oil Pump House No. 46 and Contents                      |
| 5465-6 | Oil Tank No. 45 and Contents                            |
| 5467-3 | Head House and Rotary Dump No. 19 and Contents          |
| 5469   | How Tressle and Contents                                |
| 5470   | Car Puller House No. 17 and Contents                    |
| 5471   | Refuse Tipple No. 14 and Contents                       |
| 5472-3 | Refuse Conveyor No. 16 and Contents                     |
| 5474   | Alma Headhouse No. 15 and Contents                      |
| 5475   | Scale House No. 13 and Contents                         |
| 5476   | Woodwork and Warehouse No. 41 and Contents              |
| 5477   | Supply House No. 40 and Contents                        |
| 5478   | Pump House No. 43 and Contents                          |
| 5480   | Car Repair Shop No. 4 and Contents                      |
| 5481   | Lumber Shed and Bolt House No. 3 and Contents           |
| 5482   | Machine Shop No. 9 and Contents                         |
| 5483   | Rock Dust and Scrap Copper Storage No. 11 and Contents  |
| 5484   | Acetylene Generator House No. 8 and Contents            |
| 5480-A | Headhouse No. 2B and Contents                           |
| 5481-A | Storage Bin No. 2A and Contents                         |
| 5482-A | Conveyor No. 3A and Contents                            |
| 5483-A | Storage Bin No. 4A and Contents                         |
| 5485   | Supply House No. 7 and Contents                         |
| 5486   | Rest and Sand House No. 6 and Contents                  |
| 5487   | Substation and Lamphouse No. 5 and Contents             |
| 5488   | Mine Office and First Aid Building No. 10 and Contents  |
| 5489   | Oil House No. 12 and Contents                           |
| 5490   | Pump House No. 21 and Contents                          |
| 5491   | Powder Dispensary No. 20 and Contents                   |
| 5492   | Powder House No. 24 and Contents                        |
| 5493   | Powder House No. 25 and Contents                        |
| 5494   | Mine Foreman's Office and Lamp House No. 1 and Contents |
| 5495-6 | Fan House No. 2 and Contents                            |
| 5499   | Pump House No. 27-9 and Contents                        |
| 5502   | Pump House No. 36 and Contents                          |
|        | Tool and Supply House (Near Tipple)                     |
|        | Sand House No. 5A and Contents                          |
|        | Shop Building and Contents                              |
|        | Mine Foreman's Office and Contents                      |
|        | Truck Dump at Main Tipple                               |
|        | New Head House and Conveyor                             |
|        | No. 5 Head House and Conveyor and Contents              |
|        | No. 5 Car Repair Shed and Contents                      |
|        | No. 5 Sand House and Contents                           |
|        | No. 5 Scale House and Contents                          |
|        | No. 6 Head House and Conveyor and Contents              |
|        | No. 6 Scale House and Contents                          |
|        | Frame Coal Bin Poplar Gap                               |

THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT TO the following quoted provision contained in an agreement between Kentland Coal and Coke Company, as lessor, and Majestic Collieries Company, as lessee, dated March 1, 1944:

"LESSEE SHALL HAVE THE RIGHT to haul coal from other lands not owned by LESSOR, through, under or over the boundary hereby leased, free of wharfrage charge, with and upon

the understanding that the owners of such other lands give and grant similar free passage rights as to any coal mined and removed from the herein leased premises, should the need for such passage rights eventuate."

And the Majestic Collieries Company further reserves unto itself the right to haul and remove, upon and across the property hereby conveyed, along the courses and lines of ways, established and also along such other courses and ways as may be necessary and convenient (not interfering as little with Poplar Creek as possible), as may be practical in the light of the surrounding conditions, from lands now held by Majestic Collieries Company or its Mining Leases with Kentland Coal and Coke Company and Hurricane Mineral Corporation to its aforesaid tipple and to any siding, ramp, or other preparation or loading facility owned, used, or maintained by it now or hereafter upon said property. The right-of-way hereby reserved shall continue for so long as Majestic Collieries Company shall hold, as lessee, any lands under either Kentland Coal and Coke Company or Hurricane Mineral Corporation. And it is expressly understood that no rights of Majestic Collieries Company as such lessee are conveyed or in anywise transferred to Poplar Creek Development Company by this instrument.

It is the intent and purpose hereof to transfer and convey to Poplar Creek Development Company all of the rights and interests of every kind, whether reserved herein or not, owned by Majestic Collieries Company in lands located in this County, Kentucky, and not herein specifically reserved or excepted. We have and to hold the same, unto Poplar Creek Development Company, its successors and assigns, forever.

IN WITNESS WHEREOF, Majestic Collieries Company, a corporation, has caused its name to be signed hereto by H. W. Walker, its President, pursuant to authority given by its stockholders and its Board of Directors, and its corporate seal to be hereunto affixed and attested by Joseph E. Ludes, its Secretary, pursuant to like authority.

MAJESTIC COLLIERIES COMPANY,  
a corporation

H. W. Walker  
Its President.

Joseph E. Ludes  
Secretary.

TIMBER DEED

This TIMBER DEED is made and entered into as of October 4, 2016 (the "Effective Date"), from

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company  
1051 Main Street, Suite 2  
Milton, WV 25541  
(together with its successors and assigns, "Grantor")

to

BERKELEY REALTY, LLC,  
a Kentucky limited liability company  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
(together with its successors and assigns, "Grantee")

WITNESSETH

**Pursuant to KRS 382.135, the in-care-of address to which the property tax bill for the year in which the property is transferred may be sent is: 750 Town Mountain Road, Pikeville, Kentucky 41502.**

WHEREAS, Grantor is the legal and beneficial owner of the real property described below, which consists of forested land capable of producing carbon offsets that may be monetized under the cap-and-trade program administered by the California Air Resources Board ("CARB"); and

WHEREAS, Grantee's affiliate, Alma Land Company ("Alma"), has an offset project ("Offset Project") intended to reduce greenhouse gases ("GHG Reductions") that is in the process of being registered with an offset registry approved by CARB ("Registry") and is anticipated to generate verified emission reductions ("VERs");

WHEREAS, Alma has entered into a Carbon Development Services Agreement dated March 4, 2016, with Finite Carbon Corporation ("Finite Carbon") to assist Alma and its affiliates with the development of the Offset Project and its listing with a Registry (the "CDSA");

WHEREAS, Grantor wishes to convey the timber now existing or hereafter growing on the Property to Grantee for placement in the Offset Project in exchange for a percentage of the net value of VERs generated and received by Grantee for such timber and on the other terms and conditions herein contained; and

WHEREAS, Grantee wishes to accept the timber on the terms and conditions herein contained;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has now bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to all the timber now growing or being or that may hereafter be grown on the Property (as defined below) located in Pike County, Kentucky, Perry County, Kentucky, and Martin County, Kentucky (all such timber being, collectively, the "Timber"), subject to the terms, covenants, conditions and agreements set forth in this Timber Deed.

Grantor's source of title is (i) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 1006, Page 1, in the Office of the Clerk of Pike County, Kentucky (the "Pike Deed"), (ii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 373, Page 621, in the Office of the Clerk of Perry County, Kentucky (the "Perry Deed"), and (iii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 184, Page 553 in the Office of the Clerk of Martin County, Kentucky (the "Martin Deed").

The legal descriptions of the parcels of real property containing the Timber and certain existing roads with respect to which Grantor has certain easement rights, as more particularly described in this Timber Deed (such real property, exclusive of the Timber and exclusive of the portions of such real property as to which Grantor has only easement rights for ingress and egress, utilities or other purposes that do not include timber rights, the "Property") are set forth in the Pike Deed, the Perry Deed and the Martin Deed, copies of which are attached hereto and incorporated herein by reference as Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively.

This Timber Deed is made and accepted subject to the following terms, covenants, conditions and agreements:

**Section 1. Grant of Timber; Rights to Maintain and Harvest the Timber.** Grantor grants to Grantee the Timber, along with the right to contribute the Timber to the Offset Project and to maintain, manage, store, cut, harvest, remove and replace the Timber from the Property in accordance with the system by which CARB recognizes GHG Reductions for use in its cap-and-trade program (the "CARB Compliance Offset Program") in accordance with Subchapter 10 Climate Change Article 5: California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms of the California Code of Regulations ("CARB Regulations"), subject to the provisions of this Timber Deed (collectively, the "Timber Rights").

**Section 2. Grantor's Reserved Rights.** Grantor reserves, for the benefit of Grantor and its successors and assigns (including all lessees and licensees of Grantor), all rights in and to the Property not expressly granted to Grantee in this Timber Deed, provided that Grantor's exercise of its retained rights shall not unreasonably interfere with the Timber Rights. Grantor's reserved rights shall include, but are not limited to, (a) the right to use or lease the Property for hunting or other recreational purposes, (b) the right to access the Property, (c) the right to use and develop Grantor's adjacent property, (d) the right to use the existing roads on the Property, and (e) the

right to grant easements and to develop and extract oil, gas and other minerals in, on and under the Property. Grantor shall not unreasonably interfere with Grantee's use and enjoyment of the Timber. Notwithstanding anything else herein contained, any actions or uses of the Property by Grantor and its successors and assigns (including all lessees and licensees of Grantor) that would be reasonably foreseeable to result in damage or destruction of the Timber or the existing roads on the Property, a violation of the CDSA, the CARB Compliance Offset Program or the CARB Regulations, are not reserved rights of Grantor, and Grantor and its successors and assigns shall not take or permit any such actions or uses on the Property.

**Section 3. Risk of Loss; Casualty.** All risk of loss to the Timber shall pass from Grantor to Grantee concurrently with the execution and delivery of this Timber Deed.

**Section 4. Access Rights; Roads; Gates.** Grantor grants to Grantee, and Grantee's employees, agents and contractors, the rights of ingress and egress to and from the Property over roads now existing and as may be constructed on the Property, but only for the purpose of exercising the Timber Rights. Grantor reserves the right to install locked gates at such access points as it reasonably chooses, to limit trespass and protect the Property from abuse, provided that Grantor shall provide Grantee with keys or combinations, as applicable, to all locked gates at such access points. No right whatsoever vests in Grantee with respect to, and Grantee is prohibited from, creating or constructing permanent new roads on the Property without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, Grantee shall have the right, at its sole cost, to construct and maintain temporary roads and trails on the Property in connection with the exercise of any of its Timber Rights, but only to the extent that such temporary roads can be successfully replanted. Grantee shall only install ditches or culverts adjacent to any such temporary roads or trails with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall comply with all laws and regulations applicable to the installation, use and maintenance of such culverts or ditches, including the requirements of any regional or local water management district.

**Section 5. Grantee's Operation.**

- (a) Grantee shall conduct no activity on the Property other than those activities necessary to exercise its Timber Rights. In connection with Grantee's management of the Timber, there shall be no construction or placing of permanent buildings, mobile homes, radio, cell, or other communication towers, advertising signs, billboards, or other advertising material on the Property, nor shall there be any construction or placing of docks, bridges, piers or other structures, except as necessary for Grantee to exercise its Timber Rights. The maintenance and replacement of existing structures may occur only if it is necessary for Grantee to exercise its Timber Rights.
- (b) Grantee shall conduct all activity on the Property permitted under this Timber Deed (i) in compliance with the CARB Compliance Offset Program and CARB Regulations, (ii) in accordance with the then-current Silviculture Best Management Practices ("BMPs") for harvesting timber, fertilization and other silvicultural prescriptions and activities, as

promulgated or amended by the Kentucky Division of Forestry from time-to-time, including mandatory adherence to recommended streamside management zone ("SMZ") guidelines near all creeks, streams, rivers, seepage streams and steephead ravine systems; and (iii) in a manner that meets the minimum requirements for compliance with the standards of the Sustainable Forestry Initiative of the American Forest and Paper Association or such other management guidelines as Grantor and Grantee may approve in writing from time to time (the "SFI Standards").

- (c) Grantee shall exercise the Timber Rights in a commercially reasonable manner, using generally accepted silvicultural and harvesting procedures and practices consistent with the CARB Compliance Offset Program, to protect and preserve in a commercially reasonable manner the Property and any other adjoining timber and property of Grantor.

**Section 6. Condition of Timber.** Except as otherwise provided in this Timber Deed, Grantee represents and warrants that it has thoroughly inspected and reviewed the condition, location, and quality of the Timber and approves and accepts the Timber in all respects AS IS, WHERE IS, AND WITH ALL FAULTS. Grantor disclaims any implied warranties with respect to the Timber, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Grantor makes no warranties or representations whatsoever as to the suitability, quality or quantity of the Timber for the Offset Project or the logging conditions that may be encountered on the Property or that may be required to harvest the Timber.

**Section 7. Right of Inspection.** Grantor shall have the right to inspect Grantee's operations under this Timber Deed to determine whether Grantee is conducting such operations in accordance with the terms and conditions of this Timber Deed. If Grantor determines that Grantee is not conducting such operations in compliance with the terms and conditions of this Timber Deed, Grantor shall notify Grantee of such noncompliance in accordance with Section 12 of this Timber Deed.

**Section 8. Indemnification.** Each of Grantor and Grantee (each, as applicable, an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, its affiliates and their assignees, contractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (each, as applicable, an "Indemnitee"), from and against all claims and causes of action, pending or threatened, of any kind or nature, by third parties, related to or arising out of any bodily injury to, or death of, any person, or any physical damage to tangible property, resulting from or due to the activities, operations or omissions of said Indemnifying Party, its contractors, agents and employees, on the Property, except to the extent such injury or damage also results in part from the grossly negligent or intentionally wrongful act or omission of any Indemnitee. The Indemnifying Party shall indemnify any Indemnitee for any incidental, consequential or punitive damages that such Indemnitee is required to pay to any third party resulting from or due to the activities, operations or omissions of the Indemnifying Party, its contractors, agents and employees on the Property. The provisions of this Section 8 shall survive the termination of this Timber Deed.

**Section 9. Compliance with Laws.** Grantee shall comply in all material respects with all federal, state and local laws, rules, and regulations applicable to Grantee's operations on the Property pursuant to this Timber Deed, including, but not limited to, environmental laws and regulations and the securing by Grantee of all necessary licenses and permits incidental to such operations. Without limiting Grantor's obligations under Section 2 of this Timber Deed, Grantor agrees that it will not exercise any of its retained rights or otherwise conduct its operations in a manner which could cause Grantee to be in material violation of any federal, state or local law, rule or regulation, the CARB Compliance Offset Program, any CARB regulation, or any SFI Standards.

**Section 10. Taxes.** Grantee shall pay all ad valorem property taxes assessed against the Timber accruing after the date hereof. Grantee shall pay all severance taxes and assessments assessed against the Timber harvested by Grantee as may now or later be required to be paid by the laws of the Commonwealth of Kentucky or of the United States. Grantor shall pay all ad valorem property taxes assessed against the Property. This Section 10 shall survive the termination of this Timber Deed.

**Section 11. Remedies.**

- (a) **Notice of Violation and Corrective Action.** If either party determines that a violation of the terms of this Timber Deed has occurred or is imminently threatened, that party shall give written notice to the other party of such violation, which notice must include the corrective action or damages sought to cure the violation.
- (b) **Injunctive Relief.** If the offending party fails to cure the violation within 30 days after receipt of notice of the violation from the complaining party, or under circumstances where the violation cannot reasonably be cured within a 30-day period, the offending party fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, then the complaining party may bring an action at law or in equity, in a court of competent jurisdiction, to enforce the terms of this Timber Deed, and/or to enjoin the violation by temporary or permanent injunction.
- (c) **Damages.** Either party is entitled, in an action filed in a court of competent jurisdiction for a breach or violation of this Timber Deed, to seek recovery of damages, including, but not limited to, reasonable attorneys' fees, costs and fines.
- (d) **Forbearance.** Forbearance by any party to this Timber Deed to exercise its rights under this Timber Deed in the event of any breach of any term of this Timber Deed by the other party shall not be deemed or construed to be a waiver by the nonbreaching party of such term or of any subsequent breach of the same or any other term of this Timber Deed or of such nonbreaching party's rights under this Timber Deed. No delay or omission by a party to this Timber Deed in the exercise of any of its rights or remedies upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

- (e) Third-Party Violations. Each party has the right, separately or collectively with the other party, to pursue all legal remedies available against any third party responsible for any injury or damage to the Property, the Timber or any other property of Grantor. Grantor and Grantee each agree to promptly notify the other in the event of notice or actual knowledge that injury or damage has occurred, is occurring, or will occur in the future to the Property, the Timber or any other property of Grantor as a result of any activity by a third party, including any violation of this Timber Deed. If one party pursues such legal proceedings, the other may, in its discretion, elect to join in such legal proceedings at its own expense. In the event of a monetary recovery from the third party, all expenses and legal fees reasonably incurred by both Grantor and Grantee in connection with the action shall be paid out of the amount recovered.
- (f) Acts Beyond a Party's Control. Nothing contained in this Timber Deed shall be construed to entitle any party to bring any action against another party for any injury to or change in the Property, the Timber or any other property of Grantor resulting from causes beyond such party's control, including, but not limited to, fire, flood, storm, earth movement, insect infestation, disease, acid rain, airborne pollutants introduced by third parties, acts of third parties, or from any prudent action taken by a party under emergency conditions to prevent, abate, or mitigate significant injury to the Property, the Timber or any other property of Grantor resulting from such causes.
- (g) Survival. The enforcement of rights and remedies by either party under this Section 11 shall survive the expiration or termination of this Timber Deed.

**Section 12. Notices.** All notices required or permitted to be given under this Timber Deed shall be in writing, signed by the party giving such notice or its legal counsel, and shall be deemed to be delivered, whether or not actually received, (i) when personally delivered by same-day commercial courier or messenger service; (ii) five (5) days after being deposited with the United States Postal Service with postage paid for certified delivery with return receipt requested; (iii) when sent by next business day commercial service delivery; or (iv) when delivered by e-mail or facsimile transmission. All notices shall be sent to the addresses set forth below, or to such other address or addresses as either party may from time to time, upon ten (10) business days' advance written notice to the other party, designate as to itself.

If to Grantor:  
Triple H Real Estate, LLC  
1051 Main Street, Suite 2  
Milton, West Virginia 25541  
Attention: Jeffery A. Hoops  
Facsimile No.: (304) 390-5975  
E-mail: jhoops@revelenergy.com

If to Grantee:  
Berkeley Realty, LLC  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
Attention: John Harris  
Facsimile No.: (606) 432-9528  
E-mail: jharris@rossharrisgroup.com

**Section 13. Transfer; Binding Effect.** The Timber and the Timber Rights created under this Timber Deed shall be freely transferrable in whole or in part by Grantee, provided that Grantee has delivered prior written notice to Grantor of any such transfer, and provided further that any such transfer shall be subject to the terms of this Timber Deed. Nothing in this Timber Deed shall restrict Grantor's right to transfer, in whole or in part, its rights in and to the Property, provided that any such transfer shall be subject to this Timber Deed. Except as otherwise provided in this Timber Deed, the provisions of this Timber Deed shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

**Section 14. Relationship.** Neither party shall in any respect be deemed to be or represent itself to be an agent of the other party. Furthermore, no relationship of employer-employee or master and servant is intended, nor shall it be construed, to exist between the parties, or between any party and any servant, agent, contractor, customer, employee or supplier of any other party, by reason of this Timber Deed. Each party shall select and pay its own servants, agents, contractors, customers, employees and suppliers, and neither party nor its servants, agents, contractors, customers, employees, or suppliers shall be subject to any orders, supervision or control of the other party. The parties are neither partners nor joint venturers, and this Timber Deed shall not be construed as creating any type of partnership or joint venture. Grantor shall have no right to or interest in the Offset Project other than the right to receive a percentage of the net VERs as set forth in Section 17 of this Timber Deed.

**Section 15. Severability.** Whenever possible, each provision in this Timber Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Timber Deed is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Timber Deed.

**Section 16. Attorneys' Fees.** If arbitration, mediation, litigation or any other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted or appealed in connection with any controversy arising out of this Timber Deed or to interpret or enforce any rights, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred, as determined to be reasonable by the arbitrator(s) or court(s), in addition to all other amounts provided by law. The prevailing party will be deemed to be the party to have won on the issues with the greatest value as determined by the arbitrator(s) or court(s).

**Section 17. VER Payments to Grantor; Costs and Expenses of Offset Project.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the value of VERs generated by the Timber and received by Grantee from Alma relating to the Offset Project, net of any VERs (i) to which Finite Carbon, its successors or assigns are entitled to under the CDSA or any renewal or replacement agreement, and (ii) arising from the Offset Project that are required to be placed into CARB's Forest Buffer Account. Payment of such net value shall be made by Grantee within three (3) business days of Alma's receipt of the proceeds from the sale of the VERs. Other than as may be expressly set forth in this Timber Deed, Grantor shall not be responsible for any costs or

expenses associated with the Offset Project.

**Section 18. Timber Sales.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the net sales proceeds of all Timber harvested and sold by Grantee. The net sales proceeds of such Timber will be calculated by deducting all direct costs of harvesting, transporting, processing and selling such Timber from the sales proceeds actually received by Grantee. Payment of such net sales proceeds shall be made by Grantee within five (5) business days of Grantee's receipt of payment for sale of the Timber.

**Section 19. Governing Law.** This Timber Deed will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law principles.

TO HAVE AND TO HOLD the Timber and the Timber Rights, together with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, until such time as (A) the Offset Project ceases to be registered with a Registry, or (B) (i) Grantee no longer has any obligations under the CDSA, and (ii) the Timber is no longer subject to any restrictions under the CARB program, at which time this Timber Deed shall expire (other than any provisions of this Timber Deed that expressly survive such termination or expiration) and all rights granted to Grantee under this Timber Deed shall revert to, and shall automatically vest in, Grantor, its successors and assigns, without the necessity of any further deed or instrument. Notwithstanding the foregoing, if the Offset Project is not registered with a Registry on or before October 15, 2016, this Timber Deed shall be null and void.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Timber and the Property in fee simple, that Grantor has a good and lawful right to convey the Timber and that the Timber is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Timber to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject, however, to (i) the provisions of this Timber Deed, (ii) easements, restrictions and stipulations of record, (iii) governmental laws, ordinances and regulations affecting the Timber, and (iv) liens for ad valorem property taxes on the Timber not yet due and payable.

For purposes of KRS 382.135, Grantor and Grantee, by execution of this Deed, certify that the consideration reflected in this Deed is the full consideration paid for the Timber, and that (i) the fair cash value of the Timber located in Pike County, Kentucky is \$ 2,500.00, (ii) the fair cash value of the Timber located in Perry County, Kentucky is \$ 4,000.00, and (iii) the fair cash value of the Timber located in Martin County, Kentucky is \$ 15,000.00.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Timber Deed effective as of the date first set forth above, but actually on the dates set forth below.

GRANTOR:

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: \_\_\_\_\_

Jeffery A. Hoops, Manager

STATE OF Kentucky  
COUNTY OF Pike

The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 3, 2016, by Jeffery A. Hoops, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of such company.

\_\_\_\_\_  
Notary Public

My Commission Expires: 5-10-20

Notary ID # 555221

GRANTEE:

BERKELEY REALTY, LLC,  
a Kentucky limited liability company

By: John Harris

Name: JOHN HARRIS

Title: PRESIDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF PIKE

The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 3, 2016, by JOHN HARRIS, as PRESIDENT of Berkeley Realty, LLC, a Kentucky limited liability company, for and on behalf of such company

David Bradley  
Notary Public, State at Large  
My Commission Expires: 5-10-20  
Notary ID # 555771

THIS DEED PREPARED BY:

A handwritten signature in blue ink, appearing to read "Jeff Jefferson", is written over a horizontal line.

Jeff Jefferson  
Frost Brown Todd LLC  
250 West Main Street, 28<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 231-0000

**EXHIBIT A-1**

Quitclaim Deed  
(Pike County)

MARTIN COUNTY  
**D193 PG218**

EXHIBIT A-1

BOOK 1006 PAGE 1 (8)

319096



THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Pike County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 861, at Page 627, and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 1; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 64; and by deed dated on or about September 30, 2004, and recorded in the Office of the

MARTIN COUNTY  
D193 PG219

RETURN TO:  
M. Edward Cunningham, II  
P.O. Box 2185  
Huntington, WV 25722-2185

Clerk of Pike County in Deed Book No. 862, at Page 127; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 192.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed  
as of the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

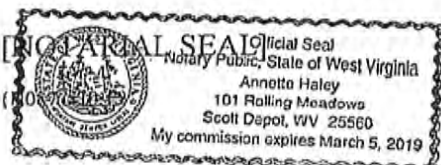
LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia Hoops, as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public  
3

STATE OF WEST VIRGINIA,

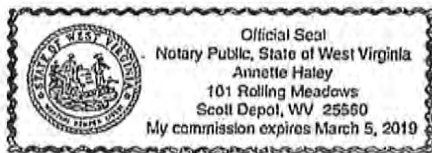
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hooper as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops

Printed Name: JEFFERY A. HOOPS

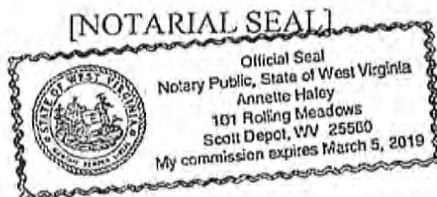
Its: MANAGER

STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public



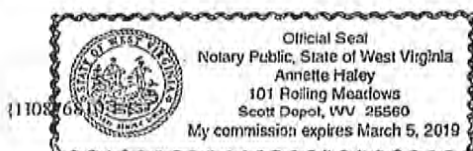
STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President on behalf of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]

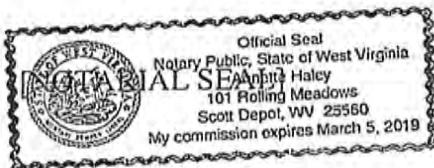


STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffery C. Hoopes as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u> | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation     | LCC Kentucky, LLC                    | Deed Book 861, Page 627       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Fairview Land Company, LLC           | LCC Kentucky, LLC                    | Deed Book 862, Page 1         |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | HNR Mining, Inc.                     | LCC Kentucky, LLC                    | Deed Book 862, Page 64        |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Shipyard River Coal Terminal Company | LCC Kentucky, LLC                    | Deed Book 862, Page 127       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Sunny Ridge Enterprises, Inc.        | LCC Kentucky, LLC                    | Deed Book 862, Page 192       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                      |                                      |                               |
| Pike (KY)                                                                              | Deed                           | 12/30/2011                     | LCC Kentucky, LLC                    | LCC Kentucky, LLC                    | Deed Book 981, Page 524       |

STATE OF KENTUCKY  
COUNTY OF PIKE  
CLERK'S CERTIFICATE OF LODGEMENT AND RECORD  
I, LILLIAN PEARL ELLIOTT, County Clerk for the County and State aforesaid, certify that the foregoing QUIT CLAIM DEED was on 10/28/2013 03:51:36 PM, lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.  
WITNESS my hand this 10/28/2013.  
LILLIAN PEARL ELLIOTT, CLERK  
BY: *Lillian Pearl Elliott* D.C.

DOCUMENTARY TAX PAID: \$0.50

**EXHIBIT A-2**

Quitclaim Deed  
(Perry County)

EXHIBIT A-2

RECEIVED  
PERRY COUNTY CLERK

THIS QUITCLAIM DEED is made and entered into this 22 day 5<sup>th</sup> of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "Grantors"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "Grantee") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Perry County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 311, Page 115, as corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 328, Page 150, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 329, Page 432, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 333, Page 717, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 328,

Page 142, and (iii) by deed dated on or about July 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 340, Page 468, and (iv) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 341, Page 246, and (v) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 351, Page 38.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

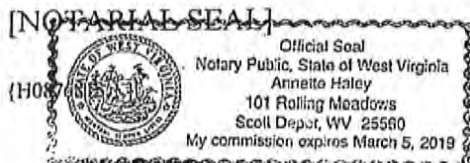
LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia Hoops as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

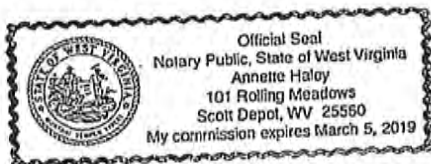
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops, as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffrey A. Hoops

Printed Name: JEFFERY A. HOOPS

Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

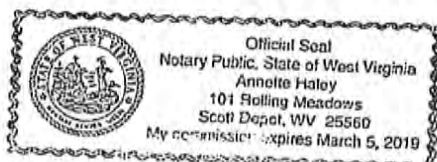
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey A Hoops as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u> | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u> | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|---------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 311, Page 115       |
| Perry (KY)    | Corrective Deed                | 12/15/2006                     | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 150       |
| Perry (KY)    | Corrective Deed                | 3/9/2007                       | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 329, Page 432       |
| Perry (KY)    | Corrective Deed                | 9/12/2007                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 333, Page 717       |
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 142       |
| Perry (KY)    | Deed                           | 7/11/2008                      | Lonnie and Linda Miller              | LCC Kentucky, LLC                    | Deed Book 340, Page 468       |
| Perry (KY)    | Deed                           | 9/11/2008                      | Mountain Properties, Inc.            | LCC Kentucky, LLC                    | Deed Book 341, Page 246       |
| Perry (KY)    | Deed                           | 1/26/2010                      | ACIN LLC                             | LCC Kentucky, LLC                    | Deed Book 351, Page 38        |

**Excepting and Reserving the following outconveyances, to the extent applicable:**

|            |                 |            |                   |                                |                         |
|------------|-----------------|------------|-------------------|--------------------------------|-------------------------|
| Perry (KY) | Deed            | 3/31/2005  | LCC Kentucky, LLC | Little Elk Mining Company, LLC | Deed Book 328, Page 167 |
| Perry (KY) | Deed            | 7/13/2006  | LCC Kentucky, LLC | ICG Hazard, LLC                | Deed Book 369, Page 304 |
| Perry (KY) | Deed            | 12/18/2006 | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 328, Page 273 |
| Perry (KY) | Corrective Deed | 3/2/2007   | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 329, Page 489 |
| Perry (KY) | Deed            | 6/10/2011  | LCC Kentucky, LLC | Hazel Colwell, et al.          | Deed Book 359, Page 588 |

STATE OF KENTUCKY

COUNTY OF PERRY

I, HAVEN KING, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY THAT  
THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE AND THE FOREGOING  
CERTIFICATE HAVE BEEN DULY RECORDED IN MY OFFICE IN Deed BOOK NO.  
373 PAGE 621.

WITNESS MY HAND THIS 28 DAY OF October 2013.

*No Tax*

HAVEN KING, CLERK  
PERRY COUNTY

BY *Haven King* D.C.

**EXHIBIT A-3**

Quitclaim Deed  
(Martin County)

EXHIBIT A-3

THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Martin County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 155, Page 637, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 163, Page 263, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 1, and (iii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 71, and (iv) by grant of easement dated on or about December 17, 2007, and

recorded in the Office of the Clerk of Martin County in Deed Book 166, Page 503, and (v) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 322, , as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 632, and (vi) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 326, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 638, and (vii) by grant of easement dated on or about July 10, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 502, and (viii) by deed dated on or about August 12, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 35, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 173, Page 421, and (ix) by deed dated on or about November 14, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 232, and (x) by deed dated on or about January 1, 2009, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 519.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By:

Printed Name:

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By:

Printed Name:

Its: President

STATE OF WEST VIRGINIA,

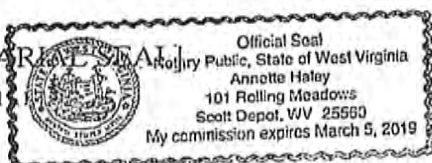
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia A. Hoops as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires

March 5, 2019

[NOTARIAL SEAL]  
(11087681)



Notary Public

STATE OF WEST VIRGINIA,

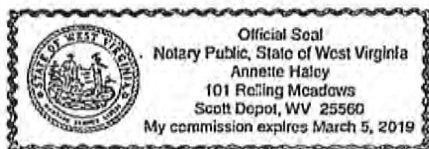
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hagan as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



STATE OF WEST VIRGINIA,

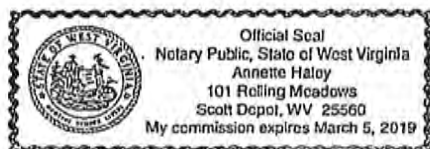
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hagan as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops

Printed Name: JEFFERY A. HOOPS

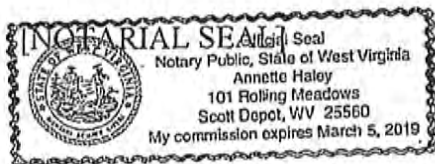
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops, as President on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



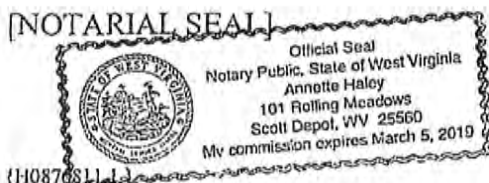
Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops, as President on behalf of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



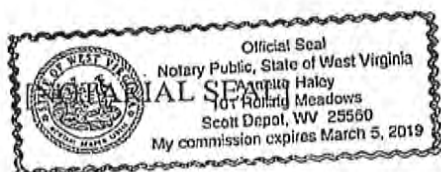
Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey H. Hayes as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Anna Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham

M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u>                                              | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|-------------------------------|
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 155, Page 637       |
| Martin (KY)                                                                            | Corrective Deed                | 3/11/2006                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 163, Page 263       |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 1         |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | HNR Mining, Inc.                                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 71        |
| Martin (KY)                                                                            | Easement                       | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 166, Page 503       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 182, Page 322       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 183, Page 632       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 182, Page 326       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 183, Page 638       |
| Martin (KY)                                                                            | Easement                       | 7/10/2008                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 169, Page 502       |
| Martin (KY)                                                                            | Deed                           | 8/12/2008                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 169, Page 35        |
| Martin (KY)                                                                            | Corrective Deed                | 12/2/2009                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 173, Page 421       |
| Martin (KY)                                                                            | Deed                           | 11/14/2008                     | Ruby Jean Scott and Henry Scott, Earnest Scott and Carlenna Scott, and Lacy Scott | LCC Kentucky, LLC                    | Deed Book 170, Page 232       |
| Martin (KY)                                                                            | Deed                           | 1/27/2009                      | Helen Moore and Claudia Moore                                                     | LCC Kentucky, LLC                    | Deed Book 170, Page 519       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                                                                   |                                      |                               |
| Martin (KY)                                                                            | Deed                           | 3/7/2005                       | LCC Kentucky, LLC                                                                 | Gabe Lowe and Irene Lowe             | Deed Book 157, Page 429       |
| Martin (KY)                                                                            | Deed                           | 4/4/2005                       | LCC Kentucky, LLC                                                                 | Glen T. Howard and Orgie L. Howard   | Deed Book 157, Page 677       |

|                  |                              |                                                        |                            |
|------------------|------------------------------|--------------------------------------------------------|----------------------------|
| Martin (KY) Deed | 5/9/2006 LCC Kentucky, LLC   | Pontiki Coal, LLC                                      | Deed Book 162,<br>Page 21  |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude, and Andy<br>Jude | Deed Book 182,<br>Page 314 |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 182,<br>Page 318 |
| Martin (KY) Deed | 3/18/2008 LCC Kentucky, LLC  | ICG Natural Resources,<br>LLC                          | Deed Book 167,<br>Page 439 |
| Martin (KY) Deed | 5/23/2008 LCC Kentucky, LLC  | Bonnie Melissa Jude                                    | Deed Book 168,<br>Page 120 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 168,<br>Page 458 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Andy Jude                       | Deed Book 168,<br>Page 463 |
| Martin (KY) Deed | 5/25/2010 LCC Kentucky, LLC  | Jackie Lee Scott and<br>Laura M. Scott                 | Deed Book 174,<br>Page 606 |
| Martin (KY) Deed | 7/17/2013 LCC Kentucky, LLC  | Paul L. Fletcher                                       | Deed Book 183,<br>Page 672 |

DOCUMENT NO: 76108  
RECORDED: October 29, 2013 08:26:00 AM  
TOTAL FEES: \$35.00  
TRANSFER TAX: \$0.00  
COUNTY CLERK: CAROL SUE HILLS  
DEPUTY CLERK: RHONDA QUILLEN  
COUNTY: MARTIN COUNTY  
BOOK: D184 PAGES: 553 - 561

DOCUMENT NO: 86553  
RECORDED: October 04, 2016 08:56:00 AM  
TOTAL FEES: \$134.00 TRANSFER TAX: \$0.00  
COUNTY CLERK: SUSIE SKYLES  
DEPUTY CLERK: JENNIFER MAY  
COUNTY: MARTIN COUNTY  
BOOK: D193 PAGES: 207 - 248

RECEIVED  
PERRY COUNTY CLERK

TIMBER DEED

This TIMBER DEED is made and entered into as of October 4, 2016 (the "Effective Date"), from

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company  
1051 Main Street, Suite 2  
Milton, WV 25541  
(together with its successors and assigns, "Grantor")

to

BERKELEY REALTY, LLC,  
a Kentucky limited liability company  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
(together with its successors and assigns, "Grantee")

WITNESSETH

**Pursuant to KRS 382.135, the in-care-of address to which the property tax bill for the year in which the property is transferred may be sent is: 750 Town Mountain Road, Pikeville, Kentucky 41502.**

WHEREAS, Grantor is the legal and beneficial owner of the real property described below, which consists of forested land capable of producing carbon offsets that may be monetized under the cap-and-trade program administered by the California Air Resources Board ("CARB"); and

WHEREAS, Grantee's affiliate, Alma Land Company ("Alma"), has an offset project ("Offset Project") intended to reduce greenhouse gases ("GHG Reductions") that is in the process of being registered with an offset registry approved by CARB ("Registry") and is anticipated to generate verified emission reductions ("VERs");

WHEREAS, Alma has entered into a Carbon Development Services Agreement dated March 4, 2016, with Finite Carbon Corporation ("Finite Carbon") to assist Alma and its affiliates with the development of the Offset Project and its listing with a Registry (the "CDSA");

WHEREAS, Grantor wishes to convey the timber now existing or hereafter growing on the Property to Grantee for placement in the Offset Project in exchange for a percentage of the net value of VERs generated and received by Grantee for such timber and on the other terms and conditions herein contained; and

WHEREAS, Grantee wishes to accept the timber on the terms and conditions herein contained;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has now bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to all the timber now growing or being or that may hereafter be grown on the Property (as defined below) located in Pike County, Kentucky, Perry County, Kentucky, and Martin County, Kentucky (all such timber being, collectively, the "Timber"), subject to the terms, covenants, conditions and agreements set forth in this Timber Deed.

Grantor's source of title is (i) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 1006, Page 1, in the Office of the Clerk of Pike County, Kentucky (the "Pike Deed"), (ii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 373, Page 621, in the Office of the Clerk of Perry County, Kentucky (the "Perry Deed"), and (iii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 184, Page 553 in the Office of the Clerk of Martin County, Kentucky (the "Martin Deed").

The legal descriptions of the parcels of real property containing the Timber and certain existing roads with respect to which Grantor has certain easement rights, as more particularly described in this Timber Deed (such real property, exclusive of the Timber and exclusive of the portions of such real property as to which Grantor has only easement rights for ingress and egress, utilities or other purposes that do not include timber rights, the "Property") are set forth in the Pike Deed, the Perry Deed and the Martin Deed, copies of which are attached hereto and incorporated herein by reference as Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively.

This Timber Deed is made and accepted subject to the following terms, covenants, conditions and agreements:

**Section 1. Grant of Timber; Rights to Maintain and Harvest the Timber.** Grantor grants to Grantee the Timber, along with the right to contribute the Timber to the Offset Project and to maintain, manage, store, cut, harvest, remove and replace the Timber from the Property in accordance with the system by which CARB recognizes GHG Reductions for use in its cap-and-trade program (the "CARB Compliance Offset Program") in accordance with Subchapter 10 Climate Change Article 5: California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms of the California Code of Regulations ("CARB Regulations"), subject to the provisions of this Timber Deed (collectively, the "Timber Rights").

**Section 2. Grantor's Reserved Rights.** Grantor reserves, for the benefit of Grantor and its successors and assigns (including all lessees and licensees of Grantor), all rights in and to the Property not expressly granted to Grantee in this Timber Deed, provided that Grantor's exercise of its retained rights shall not unreasonably interfere with the Timber Rights. Grantor's reserved rights shall include, but are not limited to, (a) the right to use or lease the Property for hunting or other recreational purposes, (b) the right to access the Property, (c) the right to use and develop Grantor's adjacent property, (d) the right to use the existing roads on the Property, and (e) the

right to grant easements and to develop and extract oil, gas and other minerals in, on and under the Property. Grantor shall not unreasonably interfere with Grantee's use and enjoyment of the Timber. Notwithstanding anything else herein contained, any actions or uses of the Property by Grantor and its successors and assigns (including all lessees and licensees of Grantor) that would be reasonably foreseeable to result in damage or destruction of the Timber or the existing roads on the Property, a violation of the CDSA, the CARB Compliance Offset Program or the CARB Regulations, are not reserved rights of Grantor, and Grantor and its successors and assigns shall not take or permit any such actions or uses on the Property.

**Section 3. Risk of Loss; Casualty.** All risk of loss to the Timber shall pass from Grantor to Grantee concurrently with the execution and delivery of this Timber Deed.

**Section 4. Access Rights; Roads; Gates.** Grantor grants to Grantee, and Grantee's employees, agents and contractors, the rights of ingress and egress to and from the Property over roads now existing and as may be constructed on the Property, but only for the purpose of exercising the Timber Rights. Grantor reserves the right to install locked gates at such access points as it reasonably chooses, to limit trespass and protect the Property from abuse, provided that Grantor shall provide Grantee with keys or combinations, as applicable, to all locked gates at such access points. No right whatsoever vests in Grantee with respect to, and Grantee is prohibited from, creating or constructing permanent new roads on the Property without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, Grantee shall have the right, at its sole cost, to construct and maintain temporary roads and trails on the Property in connection with the exercise of any of its Timber Rights, but only to the extent that such temporary roads can be successfully replanted. Grantee shall only install ditches or culverts adjacent to any such temporary roads or trails with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall comply with all laws and regulations applicable to the installation, use and maintenance of such culverts or ditches, including the requirements of any regional or local water management district.

**Section 5. Grantee's Operation.**

- (a) Grantee shall conduct no activity on the Property other than those activities necessary to exercise its Timber Rights. In connection with Grantee's management of the Timber, there shall be no construction or placing of permanent buildings, mobile homes, radio, cell, or other communication towers, advertising signs, billboards, or other advertising material on the Property, nor shall there be any construction or placing of docks, bridges, piers or other structures, except as necessary for Grantee to exercise its Timber Rights. The maintenance and replacement of existing structures may occur only if it is necessary for Grantee to exercise its Timber Rights.
- (b) Grantee shall conduct all activity on the Property permitted under this Timber Deed (i) in compliance with the CARB Compliance Offset Program and CARB Regulations, (ii) in accordance with the then-current Silviculture Best Management Practices ("BMPs") for harvesting timber, fertilization and other silvicultural prescriptions and activities, as

promulgated or amended by the Kentucky Division of Forestry from time-to-time, including mandatory adherence to recommended streamside management zone ("SMZ") guidelines near all creeks, streams, rivers, seepage streams and steephead ravine systems; and (iii) in a manner that meets the minimum requirements for compliance with the standards of the Sustainable Forestry Initiative of the American Forest and Paper Association or such other management guidelines as Grantor and Grantee may approve in writing from time to time (the "SFI Standards").

- (c) Grantee shall exercise the Timber Rights in a commercially reasonable manner, using generally accepted silvicultural and harvesting procedures and practices consistent with the CARB Compliance Offset Program, to protect and preserve in a commercially reasonable manner the Property and any other adjoining timber and property of Grantor.

**Section 6. Condition of Timber.** Except as otherwise provided in this Timber Deed, Grantee represents and warrants that it has thoroughly inspected and reviewed the condition, location, and quality of the Timber and approves and accepts the Timber in all respects AS IS, WHERE IS, AND WITH ALL FAULTS. Grantor disclaims any implied warranties with respect to the Timber, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Grantor makes no warranties or representations whatsoever as to the suitability, quality or quantity of the Timber for the Offset Project or the logging conditions that may be encountered on the Property or that may be required to harvest the Timber.

**Section 7. Right of Inspection.** Grantor shall have the right to inspect Grantee's operations under this Timber Deed to determine whether Grantee is conducting such operations in accordance with the terms and conditions of this Timber Deed. If Grantor determines that Grantee is not conducting such operations in compliance with the terms and conditions of this Timber Deed, Grantor shall notify Grantee of such noncompliance in accordance with Section 12 of this Timber Deed.

**Section 8. Indemnification.** Each of Grantor and Grantee (each, as applicable, an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, its affiliates and their assignees, contractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (each, as applicable, an "Indemnitee"), from and against all claims and causes of action, pending or threatened, of any kind or nature, by third parties, related to or arising out of any bodily injury to, or death of, any person, or any physical damage to tangible property, resulting from or due to the activities, operations or omissions of said Indemnifying Party, its contractors, agents and employees, on the Property, except to the extent such injury or damage also results in part from the grossly negligent or intentionally wrongful act or omission of any Indemnitee. The Indemnifying Party shall indemnify any Indemnitee for any incidental, consequential or punitive damages that such Indemnitee is required to pay to any third party resulting from or due to the activities, operations or omissions of the Indemnifying Party, its contractors, agents and employees on the Property. The provisions of this Section 8 shall survive the termination of this Timber Deed.

**Section 9. Compliance with Laws.** Grantee shall comply in all material respects with all federal, state and local laws, rules, and regulations applicable to Grantee's operations on the Property pursuant to this Timber Deed, including, but not limited to, environmental laws and regulations and the securing by Grantee of all necessary licenses and permits incidental to such operations. Without limiting Grantor's obligations under Section 2 of this Timber Deed, Grantor agrees that it will not exercise any of its retained rights or otherwise conduct its operations in a manner which could cause Grantee to be in material violation of any federal, state or local law, rule or regulation, the CARB Compliance Offset Program, any CARB regulation, or any SFI Standards.

**Section 10. Taxes.** Grantee shall pay all ad valorem property taxes assessed against the Timber accruing after the date hereof. Grantee shall pay all severance taxes and assessments assessed against the Timber harvested by Grantee as may now or later be required to be paid by the laws of the Commonwealth of Kentucky or of the United States. Grantor shall pay all ad valorem property taxes assessed against the Property. This Section 10 shall survive the termination of this Timber Deed.

**Section 11. Remedies.**

- (a) **Notice of Violation and Corrective Action.** If either party determines that a violation of the terms of this Timber Deed has occurred or is imminently threatened, that party shall give written notice to the other party of such violation, which notice must include the corrective action or damages sought to cure the violation.
- (b) **Injunctive Relief.** If the offending party fails to cure the violation within 30 days after receipt of notice of the violation from the complaining party, or under circumstances where the violation cannot reasonably be cured within a 30-day period, the offending party fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, then the complaining party may bring an action at law or in equity, in a court of competent jurisdiction, to enforce the terms of this Timber Deed, and/or to enjoin the violation by temporary or permanent injunction.
- (c) **Damages.** Either party is entitled, in an action filed in a court of competent jurisdiction for a breach or violation of this Timber Deed, to seek recovery of damages, including, but not limited to, reasonable attorneys' fees, costs and fines.
- (d) **Forbearance.** Forbearance by any party to this Timber Deed to exercise its rights under this Timber Deed in the event of any breach of any term of this Timber Deed by the other party shall not be deemed or construed to be a waiver by the nonbreaching party of such term or of any subsequent breach of the same or any other term of this Timber Deed or of such nonbreaching party's rights under this Timber Deed. No delay or omission by a party to this Timber Deed in the exercise of any of its rights or remedies upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

- (e) Third-Party Violations. Each party has the right, separately or collectively with the other party, to pursue all legal remedies available against any third party responsible for any injury or damage to the Property, the Timber or any other property of Grantor. Grantor and Grantee each agree to promptly notify the other in the event of notice or actual knowledge that injury or damage has occurred, is occurring, or will occur in the future to the Property, the Timber or any other property of Grantor as a result of any activity by a third party, including any violation of this Timber Deed. If one party pursues such legal proceedings, the other may, in its discretion, elect to join in such legal proceedings at its own expense. In the event of a monetary recovery from the third party, all expenses and legal fees reasonably incurred by both Grantor and Grantee in connection with the action shall be paid out of the amount recovered.
- (f) Acts Beyond a Party's Control. Nothing contained in this Timber Deed shall be construed to entitle any party to bring any action against another party for any injury to or change in the Property, the Timber or any other property of Grantor resulting from causes beyond such party's control, including, but not limited to, fire, flood, storm, earth movement, insect infestation, disease, acid rain, airborne pollutants introduced by third parties, acts of third parties, or from any prudent action taken by a party under emergency conditions to prevent, abate, or mitigate significant injury to the Property, the Timber or any other property of Grantor resulting from such causes.
- (g) Survival. The enforcement of rights and remedies by either party under this Section 11 shall survive the expiration or termination of this Timber Deed.

**Section 12. Notices.** All notices required or permitted to be given under this Timber Deed shall be in writing, signed by the party giving such notice or its legal counsel, and shall be deemed to be delivered, whether or not actually received, (i) when personally delivered by same-day commercial courier or messenger service; (ii) five (5) days after being deposited with the United States Postal Service with postage paid for certified delivery with return receipt requested; (iii) when sent by next business day commercial service delivery; or (iv) when delivered by e-mail or facsimile transmission. All notices shall be sent to the addresses set forth below, or to such other address or addresses as either party may from time to time, upon ten (10) business days' advance written notice to the other party, designate as to itself.

If to Grantor:  
Triple H Real Estate, LLC  
1051 Main Street, Suite 2  
Milton, West Virginia 25541  
Attention: Jeffery A. Hoops  
Facsimile No.: (304) 390-5975  
E-mail: jhoops@revelenergy.com

If to Grantee:  
Berkeley Realty, LLC  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
Attention: John Harris  
Facsimile No.: (606) 432-9528  
E-mail: jharris@rossharrisgroup.com

**Section 13. Transfer; Binding Effect.** The Timber and the Timber Rights created under this Timber Deed shall be freely transferrable in whole or in part by Grantee, provided that Grantee has delivered prior written notice to Grantor of any such transfer, and provided further that any such transfer shall be subject to the terms of this Timber Deed. Nothing in this Timber Deed shall restrict Grantor's right to transfer, in whole or in part, its rights in and to the Property, provided that any such transfer shall be subject to this Timber Deed. Except as otherwise provided in this Timber Deed, the provisions of this Timber Deed shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

**Section 14. Relationship.** Neither party shall in any respect be deemed to be or represent itself to be an agent of the other party. Furthermore, no relationship of employer-employee or master and servant is intended, nor shall it be construed, to exist between the parties, or between any party and any servant, agent, contractor, customer, employee or supplier of any other party, by reason of this Timber Deed. Each party shall select and pay its own servants, agents, contractors, customers, employees and suppliers, and neither party nor its servants, agents, contractors, customers, employees, or suppliers shall be subject to any orders, supervision or control of the other party. The parties are neither partners nor joint venturers, and this Timber Deed shall not be construed as creating any type of partnership or joint venture. Grantor shall have no right to or interest in the Offset Project other than the right to receive a percentage of the net VERs as set forth in Section 17 of this Timber Deed.

**Section 15. Severability.** Whenever possible, each provision in this Timber Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Timber Deed is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Timber Deed.

**Section 16. Attorneys' Fees.** If arbitration, mediation, litigation or any other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted or appealed in connection with any controversy arising out of this Timber Deed or to interpret or enforce any rights, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred, as determined to be reasonable by the arbitrator(s) or court(s), in addition to all other amounts provided by law. The prevailing party will be deemed to be the party to have won on the issues with the greatest value as determined by the arbitrator(s) or court(s).

**Section 17. VER Payments to Grantor; Costs and Expenses of Offset Project.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the value of VERs generated by the Timber and received by Grantee from Alma relating to the Offset Project, net of any VERs (i) to which Finite Carbon, its successors or assigns are entitled to under the CDSA or any renewal or replacement agreement, and (ii) arising from the Offset Project that are required to be placed into CARB's Forest Buffer Account. Payment of such net value shall be made by Grantee within three (3) business days of Alma's receipt of the proceeds from the sale of the VERs. Other than as may be expressly set forth in this Timber Deed, Grantor shall not be responsible for any costs or

expenses associated with the Offset Project.

**Section 18. Timber Sales.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the net sales proceeds of all Timber harvested and sold by Grantee. The net sales proceeds of such Timber will be calculated by deducting all direct costs of harvesting, transporting, processing and selling such Timber from the sales proceeds actually received by Grantee. Payment of such net sales proceeds shall be made by Grantee within five (5) business days of Grantee's receipt of payment for sale of the Timber.

**Section 19. Governing Law.** This Timber Deed will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law principles.

TO HAVE AND TO HOLD the Timber and the Timber Rights, together with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, until such time as (A) the Offset Project ceases to be registered with a Registry, or (B) (i) Grantee no longer has any obligations under the CDSA, and (ii) the Timber is no longer subject to any restrictions under the CARB program, at which time this Timber Deed shall expire (other than any provisions of this Timber Deed that expressly survive such termination or expiration) and all rights granted to Grantee under this Timber Deed shall revert to, and shall automatically vest in, Grantor, its successors and assigns, without the necessity of any further deed or instrument. Notwithstanding the foregoing, if the Offset Project is not registered with a Registry on or before October 15, 2016, this Timber Deed shall be null and void.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Timber and the Property in fee simple, that Grantor has a good and lawful right to convey the Timber and that the Timber is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Timber to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject, however, to (i) the provisions of this Timber Deed, (ii) easements, restrictions and stipulations of record, (iii) governmental laws, ordinances and regulations affecting the Timber, and (iv) liens for ad valorem property taxes on the Timber not yet due and payable.

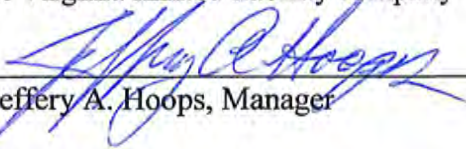
For purposes of KRS 382.135, Grantor and Grantee, by execution of this Deed, certify that the consideration reflected in this Deed is the full consideration paid for the Timber, and that (i) the fair cash value of the Timber located in Pike County, Kentucky is \$ 2,500.00, (ii) the fair cash value of the Timber located in Perry County, Kentucky is \$ 4,000.00, and (iii) the fair cash value of the Timber located in Martin County, Kentucky is \$ 15,000.00.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Timber Deed effective as of the date first set forth above, but actually on the dates set forth below.

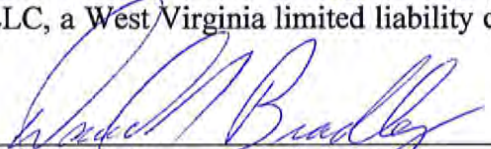
GRANTOR:

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By:   
Jeffery A. Hoops, Manager

STATE OF KENTUCKY  
COUNTY OF PIKE

The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 4th, 2016, by Jeffery A. Hoops, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of such company.

  
Notary Public

My Commission Expires: 5-10-20

Notary ID # 555221

GRANTEE:

BERKELEY REALTY, LLC,  
a Kentucky limited liability company

By: John Harris  
Name: JOHN HARRIS  
Title: PRESIDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF PIKE

The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 3, 2016, by JOHN HARRIS, as PRESIDENT of Berkeley Realty, LLC, a Kentucky limited liability company, for and on behalf of such company.

Robert M. Bradley  
Notary Public, State at Large  
My Commission Expires: 3-10-20  
Notary ID # 555224

THIS DEED PREPARED BY:

  
\_\_\_\_\_  
Jeff Jefferson  
Frost Brown Todd LLC  
250 West Main Street, 28<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 231-0000

**EXHIBIT A-1**

Quitclaim Deed  
(Pike County)

EXHIBIT A-1

BOOK 1006 PAGE 1 (8)

319096



THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "Grantors"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "Grantee") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Pike County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 861, at Page 627, and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 1; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 64; and by deed dated on or about September 30, 2004, and recorded in the Office of the

Clerk of Pike County in Deed Book No. 862, at Page 127; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 192.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed  
as of the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

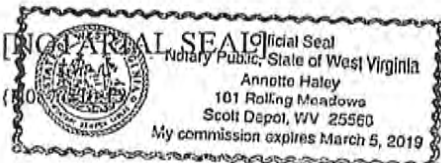
LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia A. Hoops, as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public  
3

STATE OF WEST VIRGINIA,

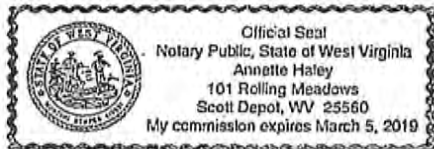
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hooper as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops

Printed Name: Patricia A. Hoops

Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops

Printed Name: JEFFERY A. HOOPS

Its: MANAGER

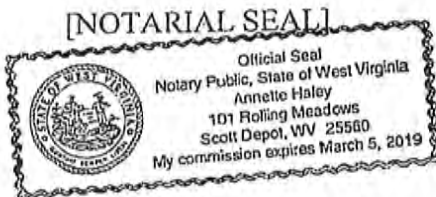
STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public



STATE OF WEST VIRGINIA,

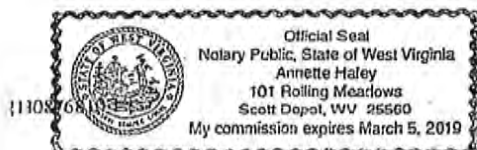
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]

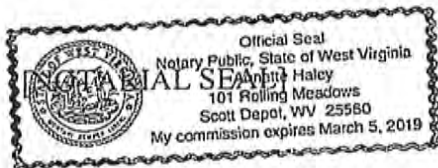


STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffery C. Hooper as managers of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u> | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation     | LCC Kentucky, LLC                    | Deed Book 861, Page 627       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Fairview Land Company, LLC           | LCC Kentucky, LLC                    | Deed Book 862, Page 1         |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | HNR Mining, Inc.                     | LCC Kentucky, LLC                    | Deed Book 862, Page 64        |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Shipyard River Coal Terminal Company | LCC Kentucky, LLC                    | Deed Book 862, Page 127       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Sunny Ridge Enterprises, Inc.        | LCC Kentucky, LLC                    | Deed Book 862, Page 192       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                      |                                      |                               |
| Pike (KY)                                                                              | Deed                           | 12/30/2011                     | LCC Kentucky, LLC                    | LCC Kentucky, LLC                    | Deed Book 981, Page 524       |

STATE OF KENTUCKY  
COUNTY OF PIKE

CLERK'S CERTIFICATE OF LODGEMENT AND RECORD

I, LILLIAN PEARL ELLIOTT, County Clerk for the County and State aforesaid, certify that the foregoing QUIT CLAIM DEED was on 10/28/2013 03:51:36 PM, lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this 10/28/2013.

LILLIAN PEARL ELLIOTT, CLERK

BY: *Linda Anderson* D.C.

DOCUMENTARY TAX PAID: \$0.50

**EXHIBIT A-2**

Quitclaim Deed  
(Perry County)

EXHIBIT A-2

RECEIVED  
PERRY COUNTY CLERK  
2013 OCT 22

THIS QUITCLAIM DEED is made and entered into this 22 day 5<sup>th</sup> of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Perry County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 311, Page 115, as corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 328, Page 150, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 329, Page 432, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 333, Page 717, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 328,

Page 142, and (iii) by deed dated on or about July 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 340, Page 468, and (iv) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 341, Page 246, and (v) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 351, Page 38.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

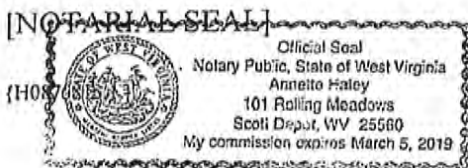
By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia Hoops as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

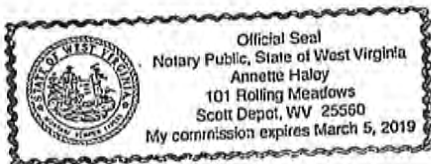
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops, as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

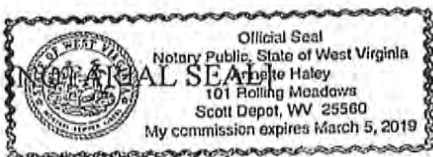
By: Jeffery A. Hoops  
Printed Name: JEFFERY A. HOOPS  
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

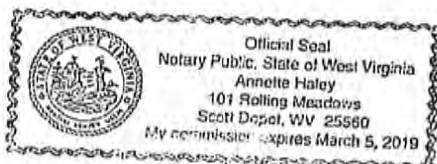
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public

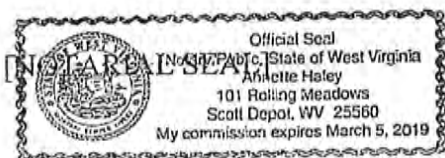


STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey A. Hoops, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u> | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u> | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|---------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 311, Page 115       |
| Perry (KY)    | Corrective Deed                | 12/15/2006                     | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 150       |
| Perry (KY)    | Corrective Deed                | 3/9/2007                       | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 329, Page 432       |
| Perry (KY)    | Corrective Deed                | 9/12/2007                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 333, Page 717       |
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 142       |
| Perry (KY)    | Deed                           | 7/11/2008                      | Lonnie and Linda Miller              | LCC Kentucky, LLC                    | Deed Book 340, Page 468       |
| Perry (KY)    | Deed                           | 9/11/2008                      | Mountain Properties, Inc.            | LCC Kentucky, LLC                    | Deed Book 341, Page 246       |
| Perry (KY)    | Deed                           | 1/26/2010                      | ACIN LLC                             | LCC Kentucky, LLC                    | Deed Book 351, Page 38        |

**Excepting and Reserving the following outconveyances, to the extent applicable:**

|            |                 |            |                   |                                |                         |
|------------|-----------------|------------|-------------------|--------------------------------|-------------------------|
| Perry (KY) | Deed            | 3/31/2005  | LCC Kentucky, LLC | Little Elk Mining Company, LLC | Deed Book 328, Page 167 |
| Perry (KY) | Deed            | 7/13/2006  | LCC Kentucky, LLC | ICG Hazard, LLC                | Deed Book 369, Page 304 |
| Perry (KY) | Deed            | 12/18/2006 | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 328, Page 273 |
| Perry (KY) | Corrective Deed | 3/2/2007   | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 329, Page 489 |
| Perry (KY) | Deed            | 6/10/2011  | LCC Kentucky, LLC | Hazel Colwell, et al.          | Deed Book 359, Page 588 |

STATE OF KENTUCKY

COUNTY OF PERRY

I, HAVEN KING, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY THAT  
THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE AND THE FOREGOING  
CERTIFICATE HAVE BEEN DULY RECORDED IN MY OFFICE IN Deed BOOK NO.  
373 PAGE 621.

WITNESS MY HAND THIS 28 DAY OF October 2013.

*No Tax*

HAVEN KING, CLERK  
PERRY COUNTY

BY *Haven King* D.C.

**EXHIBIT A-3**

Quitclaim Deed  
(Martin County)

EXHIBIT A-3

THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Martin County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 155, Page 637, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 163, Page 263, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 1, and (iii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 71, and (iv) by grant of easement dated on or about December 17, 2007, and

recorded in the Office of the Clerk of Martin County in Deed Book 166, Page 503, and (v) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 322, , as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 632, and (vi) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 326, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 638, and (vii) by grant of easement dated on or about July 10, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 502, and (viii) by deed dated on or about August 12, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 35, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 173, Page 421, and (ix) by deed dated on or about November 14, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 232, and (x) by deed dated on or about January 1, 2009, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 519.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By:

Printed Name:

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By:

Printed Name:

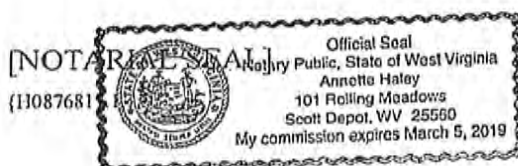
Its: President

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia A. Hoops, as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops  
Printed Name: JEFFERY A. HOOPS  
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



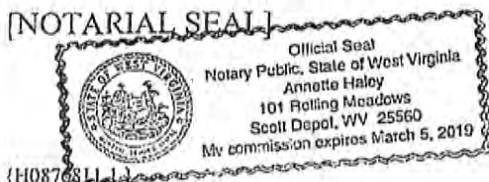
Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



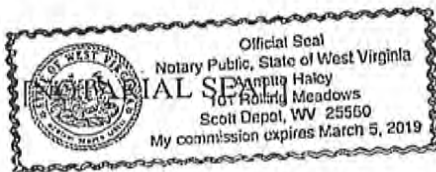
Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey B. Hayes, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Jeffrey B. Hayes  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u>                                              | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|-------------------------------|
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 155, Page 637       |
| Martin (KY)                                                                            | Corrective Deed                | 3/11/2006                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 163, Page 263       |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 1         |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | HNR Mining, Inc.                                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 71        |
| Martin (KY)                                                                            | Easement                       | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 166, Page 503       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 182, Page 322       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 183, Page 632       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 182, Page 326       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 183, Page 638       |
| Martin (KY)                                                                            | Easement                       | 7/10/2008                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 169, Page 502       |
| Martin (KY)                                                                            | Deed                           | 8/12/2008                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 169, Page 35        |
| Martin (KY)                                                                            | Corrective Deed                | 12/2/2009                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 173, Page 421       |
| Martin (KY)                                                                            | Deed                           | 11/14/2008                     | Ruby Jean Scott and Henry Scott, Earnest Scott and Carlenna Scott, and Lacy Scott | LCC Kentucky, LLC                    | Deed Book 170, Page 232       |
| Martin (KY)                                                                            | Deed                           | 1/27/2009                      | Helen Moore and Claudia Moore                                                     | LCC Kentucky, LLC                    | Deed Book 170, Page 519       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                                                                   |                                      |                               |
| Martin (KY)                                                                            | Deed                           | 3/7/2005                       | LCC Kentucky, LLC                                                                 | Gabe Lowe and Irene Lowe             | Deed Book 157, Page 429       |
| Martin (KY)                                                                            | Deed                           | 4/4/2005                       | LCC Kentucky, LLC                                                                 | Glen T. Howard and Orgie L. Howard   | Deed Book 157, Page 677       |

|                  |                              |                                                        |                            |
|------------------|------------------------------|--------------------------------------------------------|----------------------------|
| Martin (KY) Deed | 5/9/2006 LCC Kentucky, LLC   | Pontiki Coal, LLC                                      | Deed Book 162,<br>Page 21  |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude, and Andy<br>Jude | Deed Book 182,<br>Page 314 |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 182,<br>Page 318 |
| Martin (KY) Deed | 3/18/2008 LCC Kentucky, LLC  | ICG Natural Resources,<br>LLC                          | Deed Book 167,<br>Page 439 |
| Martin (KY) Deed | 5/23/2008 LCC Kentucky, LLC  | Bonnie Melissa Jude                                    | Deed Book 168,<br>Page 120 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 168,<br>Page 458 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Andy Jude                       | Deed Book 168,<br>Page 463 |
| Martin (KY) Deed | 5/25/2010 LCC Kentucky, LLC  | Jackie Lee Scott and<br>Laura M. Scott                 | Deed Book 174,<br>Page 606 |
| Martin (KY) Deed | 7/17/2013 LCC Kentucky, LLC  | Paul L. Fletcher                                       | Deed Book 183,<br>Page 672 |

DOCUMENT NO: 76108  
RECORDED: October 29, 2013 08:26:00 AM  
TOTAL FEES: \$35.00  
TRANSFER TAX: \$0.00  
COUNTY CLERK: CAROL SUE HILLS  
DEPUTY CLERK: RHONDA QUILLEN  
COUNTY: MARTIN COUNTY  
BOOK: D184 PAGES: 553 - 561

STATE OF KENTUCKY  
COUNTY OF PERRY

I, HAVEN KING, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY THAT THE  
FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE AND THE FOREGOING  
CERTIFICATE HAS BEEN RECORDED IN Deed BOOK NO. 390  
PAGE 350.

WITNESS BY MY HAND THIS 4 DAY OF October 2016.

Deed Tax  
\$4.00

HAVEN KING PERRY COUNTY CLERK  
BY Karen L. Lick D.C.

TIMBER DEED

This TIMBER DEED is made and entered into as of October 4, 2016 (the "Effective Date"), from

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company  
1051 Main Street, Suite 2  
Milton, WV 25541  
(together with its successors and assigns, "Grantor")

to

BERKELEY REALTY, LLC,  
a Kentucky limited liability company  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
(together with its successors and assigns, "Grantee")

WITNESSETH

**Pursuant to KRS 382.135, the in-care-of address to which the property tax bill for the year in which the property is transferred may be sent is: 750 Town Mountain Road, Pikeville, Kentucky 41502.**

WHEREAS, Grantor is the legal and beneficial owner of the real property described below, which consists of forested land capable of producing carbon offsets that may be monetized under the cap-and-trade program administered by the California Air Resources Board ("CARB"); and

WHEREAS, Grantee's affiliate, Alma Land Company ("Alma"), has an offset project ("Offset Project") intended to reduce greenhouse gases ("GHG Reductions") that is in the process of being registered with an offset registry approved by CARB ("Registry") and is anticipated to generate verified emission reductions ("VERs");

WHEREAS, Alma has entered into a Carbon Development Services Agreement dated March 4, 2016, with Finite Carbon Corporation ("Finite Carbon") to assist Alma and its affiliates with the development of the Offset Project and its listing with a Registry (the "CDSA");

WHEREAS, Grantor wishes to convey the timber now existing or hereafter growing on the Property to Grantee for placement in the Offset Project in exchange for a percentage of the net value of VERs generated and received by Grantee for such timber and on the other terms and conditions herein contained; and

WHEREAS, Grantee wishes to accept the timber on the terms and conditions herein contained;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has now bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to all the timber now growing or being or that may hereafter be grown on the Property (as defined below) located in Pike County, Kentucky, Perry County, Kentucky, and Martin County, Kentucky (all such timber being, collectively, the "Timber"), subject to the terms, covenants, conditions and agreements set forth in this Timber Deed.

Grantor's source of title is (i) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 1006, Page 1, in the Office of the Clerk of Pike County, Kentucky (the "Pike Deed"), (ii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 373, Page 621, in the Office of the Clerk of Perry County, Kentucky (the "Perry Deed"), and (iii) that certain Quitclaim Deed, dated as of October 22, 2013, from Lexington Coal Company, LLC to Grantor, and recorded at Deed Book 184, Page 553 in the Office of the Clerk of Martin County, Kentucky (the "Martin Deed").

The legal descriptions of the parcels of real property containing the Timber and certain existing roads with respect to which Grantor has certain easement rights, as more particularly described in this Timber Deed (such real property, exclusive of the Timber and exclusive of the portions of such real property as to which Grantor has only easement rights for ingress and egress, utilities or other purposes that do not include timber rights, the "Property") are set forth in the Pike Deed, the Perry Deed and the Martin Deed, copies of which are attached hereto and incorporated herein by reference as Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively.

This Timber Deed is made and accepted subject to the following terms, covenants, conditions and agreements:

**Section 1. Grant of Timber; Rights to Maintain and Harvest the Timber.** Grantor grants to Grantee the Timber, along with the right to contribute the Timber to the Offset Project and to maintain, manage, store, cut, harvest, remove and replace the Timber from the Property in accordance with the system by which CARB recognizes GHG Reductions for use in its cap-and-trade program (the "CARB Compliance Offset Program") in accordance with Subchapter 10 Climate Change Article 5: California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms of the California Code of Regulations ("CARB Regulations"), subject to the provisions of this Timber Deed (collectively, the "Timber Rights").

**Section 2. Grantor's Reserved Rights.** Grantor reserves, for the benefit of Grantor and its successors and assigns (including all lessees and licensees of Grantor), all rights in and to the Property not expressly granted to Grantee in this Timber Deed, provided that Grantor's exercise of its retained rights shall not unreasonably interfere with the Timber Rights. Grantor's reserved rights shall include, but are not limited to, (a) the right to use or lease the Property for hunting or other recreational purposes, (b) the right to access the Property, (c) the right to use and develop Grantor's adjacent property, (d) the right to use the existing roads on the Property, and (e) the

right to grant easements and to develop and extract oil, gas and other minerals in, on and under the Property. Grantor shall not unreasonably interfere with Grantee's use and enjoyment of the Timber. Notwithstanding anything else herein contained, any actions or uses of the Property by Grantor and its successors and assigns (including all lessees and licensees of Grantor) that would be reasonably foreseeable to result in damage or destruction of the Timber or the existing roads on the Property, a violation of the CDSA, the CARB Compliance Offset Program or the CARB Regulations, are not reserved rights of Grantor, and Grantor and its successors and assigns shall not take or permit any such actions or uses on the Property.

**Section 3. Risk of Loss; Casualty.** All risk of loss to the Timber shall pass from Grantor to Grantee concurrently with the execution and delivery of this Timber Deed.

**Section 4. Access Rights; Roads; Gates.** Grantor grants to Grantee, and Grantee's employees, agents and contractors, the rights of ingress and egress to and from the Property over roads now existing and as may be constructed on the Property, but only for the purpose of exercising the Timber Rights. Grantor reserves the right to install locked gates at such access points as it reasonably chooses, to limit trespass and protect the Property from abuse, provided that Grantor shall provide Grantee with keys or combinations, as applicable, to all locked gates at such access points. No right whatsoever vests in Grantee with respect to, and Grantee is prohibited from, creating or constructing permanent new roads on the Property without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. However, Grantee shall have the right, at its sole cost, to construct and maintain temporary roads and trails on the Property in connection with the exercise of any of its Timber Rights, but only to the extent that such temporary roads can be successfully replanted. Grantee shall only install ditches or culverts adjacent to any such temporary roads or trails with the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall comply with all laws and regulations applicable to the installation, use and maintenance of such culverts or ditches, including the requirements of any regional or local water management district.

**Section 5. Grantee's Operation.**

- (a) Grantee shall conduct no activity on the Property other than those activities necessary to exercise its Timber Rights. In connection with Grantee's management of the Timber, there shall be no construction or placing of permanent buildings, mobile homes, radio, cell, or other communication towers, advertising signs, billboards, or other advertising material on the Property, nor shall there be any construction or placing of docks, bridges, piers or other structures, except as necessary for Grantee to exercise its Timber Rights. The maintenance and replacement of existing structures may occur only if it is necessary for Grantee to exercise its Timber Rights.
- (b) Grantee shall conduct all activity on the Property permitted under this Timber Deed (i) in compliance with the CARB Compliance Offset Program and CARB Regulations, (ii) in accordance with the then-current Silviculture Best Management Practices ("BMPs") for harvesting timber, fertilization and other silvicultural prescriptions and activities, as

promulgated or amended by the Kentucky Division of Forestry from time-to-time, including mandatory adherence to recommended streamside management zone ("SMZ") guidelines near all creeks, streams, rivers, seepage streams and steephead ravine systems; and (iii) in a manner that meets the minimum requirements for compliance with the standards of the Sustainable Forestry Initiative of the American Forest and Paper Association or such other management guidelines as Grantor and Grantee may approve in writing from time to time (the "SFI Standards").

- (c) Grantee shall exercise the Timber Rights in a commercially reasonable manner, using generally accepted silvicultural and harvesting procedures and practices consistent with the CARB Compliance Offset Program, to protect and preserve in a commercially reasonable manner the Property and any other adjoining timber and property of Grantor.

**Section 6. Condition of Timber.** Except as otherwise provided in this Timber Deed, Grantee represents and warrants that it has thoroughly inspected and reviewed the condition, location, and quality of the Timber and approves and accepts the Timber in all respects AS IS, WHERE IS, AND WITH ALL FAULTS. Grantor disclaims any implied warranties with respect to the Timber, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Grantor makes no warranties or representations whatsoever as to the suitability, quality or quantity of the Timber for the Offset Project or the logging conditions that may be encountered on the Property or that may be required to harvest the Timber.

**Section 7. Right of Inspection.** Grantor shall have the right to inspect Grantee's operations under this Timber Deed to determine whether Grantee is conducting such operations in accordance with the terms and conditions of this Timber Deed. If Grantor determines that Grantee is not conducting such operations in compliance with the terms and conditions of this Timber Deed, Grantor shall notify Grantee of such noncompliance in accordance with Section 12 of this Timber Deed.

**Section 8. Indemnification.** Each of Grantor and Grantee (each, as applicable, an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, its affiliates and their assignees, contractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (each, as applicable, an "Indemnitee"), from and against all claims and causes of action, pending or threatened, of any kind or nature, by third parties, related to or arising out of any bodily injury to, or death of, any person, or any physical damage to tangible property, resulting from or due to the activities, operations or omissions of said Indemnifying Party, its contractors, agents and employees, on the Property, except to the extent such injury or damage also results in part from the grossly negligent or intentionally wrongful act or omission of any Indemnitee. The Indemnifying Party shall indemnify any Indemnitee for any incidental, consequential or punitive damages that such Indemnitee is required to pay to any third party resulting from or due to the activities, operations or omissions of the Indemnifying Party, its contractors, agents and employees on the Property. The provisions of this Section 8 shall survive the termination of this Timber Deed.

**Section 9. Compliance with Laws.** Grantee shall comply in all material respects with all federal, state and local laws, rules, and regulations applicable to Grantee's operations on the Property pursuant to this Timber Deed, including, but not limited to, environmental laws and regulations and the securing by Grantee of all necessary licenses and permits incidental to such operations. Without limiting Grantor's obligations under Section 2 of this Timber Deed, Grantor agrees that it will not exercise any of its retained rights or otherwise conduct its operations in a manner which could cause Grantee to be in material violation of any federal, state or local law, rule or regulation, the CARB Compliance Offset Program, any CARB regulation, or any SFI Standards.

**Section 10. Taxes.** Grantee shall pay all ad valorem property taxes assessed against the Timber accruing after the date hereof. Grantee shall pay all severance taxes and assessments assessed against the Timber harvested by Grantee as may now or later be required to be paid by the laws of the Commonwealth of Kentucky or of the United States. Grantor shall pay all ad valorem property taxes assessed against the Property. This Section 10 shall survive the termination of this Timber Deed.

**Section 11. Remedies.**

- (a) **Notice of Violation and Corrective Action.** If either party determines that a violation of the terms of this Timber Deed has occurred or is imminently threatened, that party shall give written notice to the other party of such violation, which notice must include the corrective action or damages sought to cure the violation.
- (b) **Injunctive Relief.** If the offending party fails to cure the violation within 30 days after receipt of notice of the violation from the complaining party, or under circumstances where the violation cannot reasonably be cured within a 30-day period, the offending party fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, then the complaining party may bring an action at law or in equity, in a court of competent jurisdiction, to enforce the terms of this Timber Deed, and/or to enjoin the violation by temporary or permanent injunction.
- (c) **Damages.** Either party is entitled, in an action filed in a court of competent jurisdiction for a breach or violation of this Timber Deed, to seek recovery of damages, including, but not limited to, reasonable attorneys' fees, costs and fines.
- (d) **Forbearance.** Forbearance by any party to this Timber Deed to exercise its rights under this Timber Deed in the event of any breach of any term of this Timber Deed by the other party shall not be deemed or construed to be a waiver by the nonbreaching party of such term or of any subsequent breach of the same or any other term of this Timber Deed or of such nonbreaching party's rights under this Timber Deed. No delay or omission by a party to this Timber Deed in the exercise of any of its rights or remedies upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

- (e) Third-Party Violations. Each party has the right, separately or collectively with the other party, to pursue all legal remedies available against any third party responsible for any injury or damage to the Property, the Timber or any other property of Grantor. Grantor and Grantee each agree to promptly notify the other in the event of notice or actual knowledge that injury or damage has occurred, is occurring, or will occur in the future to the Property, the Timber or any other property of Grantor as a result of any activity by a third party, including any violation of this Timber Deed. If one party pursues such legal proceedings, the other may, in its discretion, elect to join in such legal proceedings at its own expense. In the event of a monetary recovery from the third party, all expenses and legal fees reasonably incurred by both Grantor and Grantee in connection with the action shall be paid out of the amount recovered.
- (f) Acts Beyond a Party's Control. Nothing contained in this Timber Deed shall be construed to entitle any party to bring any action against another party for any injury to or change in the Property, the Timber or any other property of Grantor resulting from causes beyond such party's control, including, but not limited to, fire, flood, storm, earth movement, insect infestation, disease, acid rain, airborne pollutants introduced by third parties, acts of third parties, or from any prudent action taken by a party under emergency conditions to prevent, abate, or mitigate significant injury to the Property, the Timber or any other property of Grantor resulting from such causes.
- (g) Survival. The enforcement of rights and remedies by either party under this Section 11 shall survive the expiration or termination of this Timber Deed.

**Section 12. Notices.** All notices required or permitted to be given under this Timber Deed shall be in writing, signed by the party giving such notice or its legal counsel, and shall be deemed to be delivered, whether or not actually received, (i) when personally delivered by same-day commercial courier or messenger service; (ii) five (5) days after being deposited with the United States Postal Service with postage paid for certified delivery with return receipt requested; (iii) when sent by next business day commercial service delivery; or (iv) when delivered by e-mail or facsimile transmission. All notices shall be sent to the addresses set forth below, or to such other address or addresses as either party may from time to time, upon ten (10) business days' advance written notice to the other party, designate as to itself.

If to Grantor:  
Triple H Real Estate, LLC  
1051 Main Street, Suite 2  
Milton, West Virginia 25541  
Attention: Jeffery A. Hoops  
Facsimile No.: (304) 390-5975  
E-mail: jhoops@revelenergy.com

If to Grantee:  
Berkeley Realty, LLC  
750 Town Mountain Road  
Pikeville, Kentucky 41502  
Attention: John Harris  
Facsimile No.: (606) 432-9528  
E-mail: jharris@rossharrisgroup.com

**Section 13. Transfer; Binding Effect.** The Timber and the Timber Rights created under this Timber Deed shall be freely transferrable in whole or in part by Grantee, provided that Grantee has delivered prior written notice to Grantor of any such transfer, and provided further that any such transfer shall be subject to the terms of this Timber Deed. Nothing in this Timber Deed shall restrict Grantor's right to transfer, in whole or in part, its rights in and to the Property, provided that any such transfer shall be subject to this Timber Deed. Except as otherwise provided in this Timber Deed, the provisions of this Timber Deed shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

**Section 14. Relationship.** Neither party shall in any respect be deemed to be or represent itself to be an agent of the other party. Furthermore, no relationship of employer-employee or master and servant is intended, nor shall it be construed, to exist between the parties, or between any party and any servant, agent, contractor, customer, employee or supplier of any other party, by reason of this Timber Deed. Each party shall select and pay its own servants, agents, contractors, customers, employees and suppliers, and neither party nor its servants, agents, contractors, customers, employees, or suppliers shall be subject to any orders, supervision or control of the other party. The parties are neither partners nor joint venturers, and this Timber Deed shall not be construed as creating any type of partnership or joint venture. Grantor shall have no right to or interest in the Offset Project other than the right to receive a percentage of the net VERs as set forth in Section 17 of this Timber Deed.

**Section 15. Severability.** Whenever possible, each provision in this Timber Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Timber Deed is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Timber Deed.

**Section 16. Attorneys' Fees.** If arbitration, mediation, litigation or any other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted or appealed in connection with any controversy arising out of this Timber Deed or to interpret or enforce any rights, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred, as determined to be reasonable by the arbitrator(s) or court(s), in addition to all other amounts provided by law. The prevailing party will be deemed to be the party to have won on the issues with the greatest value as determined by the arbitrator(s) or court(s).

**Section 17. VER Payments to Grantor; Costs and Expenses of Offset Project.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the value of VERs generated by the Timber and received by Grantee from Alma relating to the Offset Project, net of any VERs (i) to which Finite Carbon, its successors or assigns are entitled to under the CDSA or any renewal or replacement agreement, and (ii) arising from the Offset Project that are required to be placed into CARB's Forest Buffer Account. Payment of such net value shall be made by Grantee within three (3) business days of Alma's receipt of the proceeds from the sale of the VERs. Other than as may be expressly set forth in this Timber Deed, Grantor shall not be responsible for any costs or

expenses associated with the Offset Project.

**Section 18. Timber Sales.** Grantor shall receive payments in cash equivalent to fifty percent (50%) of the net sales proceeds of all Timber harvested and sold by Grantee. The net sales proceeds of such Timber will be calculated by deducting all direct costs of harvesting, transporting, processing and selling such Timber from the sales proceeds actually received by Grantee. Payment of such net sales proceeds shall be made by Grantee within five (5) business days of Grantee's receipt of payment for sale of the Timber.

**Section 19. Governing Law.** This Timber Deed will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to its conflicts of law principles.

TO HAVE AND TO HOLD the Timber and the Timber Rights, together with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, until such time as (A) the Offset Project ceases to be registered with a Registry, or (B) (i) Grantee no longer has any obligations under the CDSA, and (ii) the Timber is no longer subject to any restrictions under the CARB program, at which time this Timber Deed shall expire (other than any provisions of this Timber Deed that expressly survive such termination or expiration) and all rights granted to Grantee under this Timber Deed shall revert to, and shall automatically vest in, Grantor, its successors and assigns, without the necessity of any further deed or instrument. Notwithstanding the foregoing, if the Offset Project is not registered with a Registry on or before October 15, 2016, this Timber Deed shall be null and void.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Timber and the Property in fee simple, that Grantor has a good and lawful right to convey the Timber and that the Timber is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Timber to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject, however, to (i) the provisions of this Timber Deed, (ii) easements, restrictions and stipulations of record, (iii) governmental laws, ordinances and regulations affecting the Timber, and (iv) liens for ad valorem property taxes on the Timber not yet due and payable.

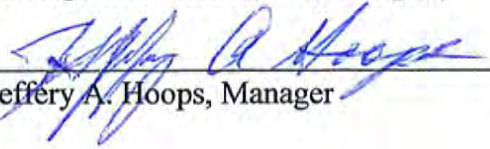
For purposes of KRS 382.135, Grantor and Grantee, by execution of this Deed, certify that the consideration reflected in this Deed is the full consideration paid for the Timber, and that (i) the fair cash value of the Timber located in Pike County, Kentucky is \$ 2,500.00, (ii) the fair cash value of the Timber located in Perry County, Kentucky is \$ 4,000.00, and (iii) the fair cash value of the Timber located in Martin County, Kentucky is \$ 15,000.00.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Timber Deed effective as of the date first set forth above, but actually on the dates set forth below.

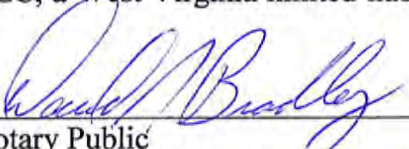
GRANTOR:

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By:   
Jeffery A. Hoops, Manager

STATE OF KENTUCKY  
COUNTY OF PIKE

The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 3, 2016, by Jeffery A. Hoops, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of such company.

  
Notary Public

My Commission Expires: 5-10-20

Notary ID # 555221

GRANTEE:

BERKELEY REALTY, LLC,  
a Kentucky limited liability company

By: John Harris

Name: JOHN HARRIS

Title: PRESIDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF PIKE

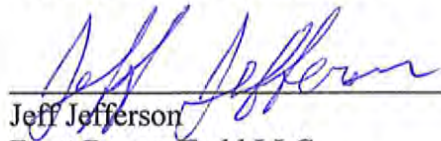
The foregoing Timber Deed, including the consideration certificate contained therein, was subscribed, sworn to and acknowledged before me on October 3, 2016, by JOHN HARRIS, as PRESIDENT of Berkeley Realty, LLC, a Kentucky limited liability company, for and on behalf of such company.

David M. Bradley  
Notary Public, State at Large

My Commission Expires: SEP-20

Notary ID # 555221

THIS DEED PREPARED BY:



Jeff Jefferson  
Frost Brown Todd LLC  
250 West Main Street, 28<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 231-0000

**EXHIBIT A-1**

Quitclaim Deed  
(Pike County)

EXHIBIT A-1



THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Pike County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 861, at Page 627, and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 1; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 64; and by deed dated on or about September 30, 2004, and recorded in the Office of the

Clerk of Pike County in Deed Book No. 862, at Page 127; and by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Pike County in Deed Book No. 862, at Page 192.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed  
as of the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

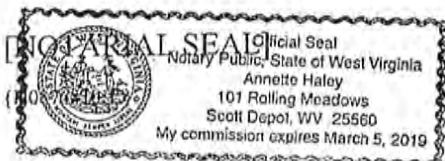
LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,  
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia Hoops, as  
of Lexington Coal Holdings, Inc.,  
President on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public  
3

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoopes as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffrey A. Hoops  
Printed Name: JEFFREY A. HOOPS  
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public



STATE OF WEST VIRGINIA,

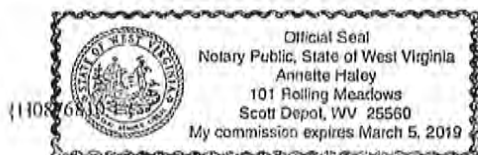
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

Annette Haley  
Notary Public

[NOTARIAL SEAL]

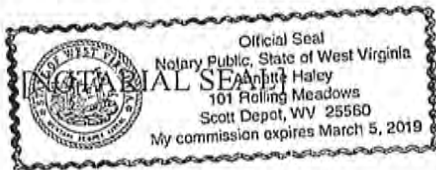


STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffery C. Hooper as managers of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u>  | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|---------------------------------------|--------------------------------------|-------------------------------|
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation      | LCC Kentucky, LLC                    | Deed Book 861, Page 627       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Fairview Land Company, LLC            | LCC Kentucky, LLC                    | Deed Book 862, Page 1         |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | HNR Mining, Inc.                      | LCC Kentucky, LLC                    | Deed Book 862, Page 64        |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Shipyards River Coal Terminal Company | LCC Kentucky, LLC                    | Deed Book 862, Page 127       |
| Pike (KY)                                                                              | Deed                           | 9/30/2004                      | Sunny Ridge Enterprises, Inc.         | LCC Kentucky, LLC                    | Deed Book 862, Page 192       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                       |                                      |                               |
| Pike (KY)                                                                              | Deed                           | 12/30/2011                     | LCC Kentucky, LLC                     | LCC Kentucky, LLC                    | Deed Book 981, Page 524       |

STATE OF KENTUCKY  
COUNTY OF PIKE  
CLERK'S CERTIFICATE OF LODGEMENT AND RECORD

I, LILLIAN PEARL ELLIOTT, County Clerk for the County and State aforesaid, certify that the foregoing QUIT CLAIM DEED was on 10/28/2013 03:51:36 PM, lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this 10/28/2013.

LILLIAN PEARL ELLIOTT, CLERK

BY: *Lillian Pearl Elliott* D.C.

DOCUMENTARY TAX PAID: \$0.50

**EXHIBIT A-2**

Quitclaim Deed  
(Perry County)

EXHIBIT A-2

RECEIVED  
PERRY COUNTY CLERK  
2013 OCT 22

THIS QUITCLAIM DEED is made and entered into this 22 day 5<sup>th</sup> of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Perry County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 311, Page 115, as corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 328, Page 150, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 329, Page 432, as further corrected by that deed recorded in the Office of the Perry County Clerk at Deed Book 333, Page 717, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Perry County in Deed Book 328,

Page 142, and (iii) by deed dated on or about July 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 340, Page 468, and (iv) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 341, Page 246, and (v) by deed dated on or about September 11, 2008, and recorded in the Office of the Clerk of Perry County in Deed Book 351, Page 38.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

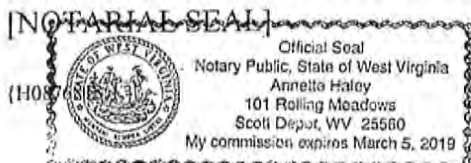
By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia Hoops, as  
President of Lexington Coal Holdings, Inc.,  
President on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

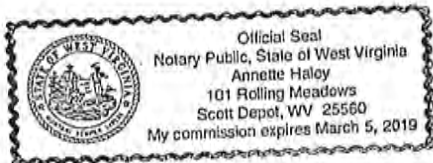
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops, as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops  
Printed Name: JEFFERY A. HOOPS  
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

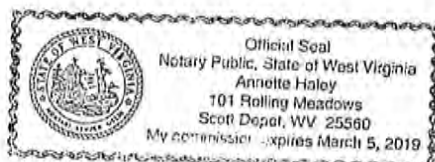
COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey A. Hoops, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u> | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u> | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|---------------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 311, Page 115       |
| Perry (KY)    | Corrective Deed                | 12/15/2006                     | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 150       |
| Perry (KY)    | Corrective Deed                | 3/9/2007                       | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 329, Page 432       |
| Perry (KY)    | Corrective Deed                | 9/12/2007                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 333, Page 717       |
| Perry (KY)    | Deed                           | 9/30/2004                      | Appalachian Realty Company           | LCC Kentucky, LLC                    | Deed Book 328, Page 142       |
| Perry (KY)    | Deed                           | 7/11/2008                      | Lonnie and Linda Miller              | LCC Kentucky, LLC                    | Deed Book 340, Page 468       |
| Perry (KY)    | Deed                           | 9/11/2008                      | Mountain Properties, Inc.            | LCC Kentucky, LLC                    | Deed Book 341, Page 246       |
| Perry (KY)    | Deed                           | 1/26/2010                      | ACIN LLC                             | LCC Kentucky, LLC                    | Deed Book 351, Page 38        |

**Excepting and Reserving the following outconveyances, to the extent applicable:**

|            |                 |            |                   |                                |                         |
|------------|-----------------|------------|-------------------|--------------------------------|-------------------------|
| Perry (KY) | Deed            | 3/31/2005  | LCC Kentucky, LLC | Little Elk Mining Company, LLC | Deed Book 328, Page 167 |
| Perry (KY) | Deed            | 7/13/2006  | LCC Kentucky, LLC | ICG Hazard, LLC                | Deed Book 369, Page 304 |
| Perry (KY) | Deed            | 12/18/2006 | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 328, Page 273 |
| Perry (KY) | Corrective Deed | 3/2/2007   | LCC Kentucky, LLC | Kentucky River Properties, LLC | Deed Book 329, Page 489 |
| Perry (KY) | Deed            | 6/10/2011  | LCC Kentucky, LLC | Hazel Colwell, et al.          | Deed Book 359, Page 588 |

STATE OF KENTUCKY

COUNTY OF PERRY

I, HAVEN KING, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY THAT  
THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE AND THE FOREGOING  
CERTIFICATE HAVE BEEN DULY RECORDED IN MY OFFICE IN Deed BOOK NO.

373 PAGE 621.

WITNESS MY HAND THIS 28 DAY OF October 2013.

*No Tax*

HAVEN KING, CLERK  
PERRY COUNTY

BY Baren Smith D.C.

**EXHIBIT A-3**

Quitclaim Deed  
(Martin County)

EXHIBIT A-3

THIS QUITCLAIM DEED is made and entered into this 22 day of October, 2013 by and between LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541, and LCC KENTUCKY, LLC, a Delaware limited liability company with a mailing address of 1051 Main Street, Suite 2, Milton, WV, 25541 (collectively, the "**Grantors**"), and TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company with a mailing address of 1149 Newmans Branch Road, Milton, WV, 25541 (the "**Grantee**") (the in-care of tax mailing address for the current tax year is c/o Jeffery A. Hoops, 1149 Newmans Branch Road, Milton, WV, 25541).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the said Grantors do hereby remise, release and forever quitclaim without warranties unto the said TRIPLE H REAL ESTATE, LLC, the Grantee, all of the Grantors' right, title and interest in and to the real property listed in Exhibit A attached hereto and incorporated herein by reference, situate in Martin County, Kentucky.

Being, at least in part, the same property conveyed to Grantor LCC Kentucky, LLC, (i) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 155, Page 637, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 163, Page 263, and (ii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 1, and (iii) by deed dated on or about September 30, 2004, and recorded in the Office of the Clerk of Martin County in Deed Book 156, Page 71, and (iv) by grant of easement dated on or about December 17, 2007, and

recorded in the Office of the Clerk of Martin County in Deed Book 166, Page 503, and (v) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 322, , as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 632, and (vi) by deed dated on or about December 17, 2007, and recorded in the Office of the Clerk of Martin County in Deed Book 182, Page 326, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 183, Page 638, and (vii) by grant of easement dated on or about July 10, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 502, and (viii) by deed dated on or about August 12, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 169, Page 35, as corrected by that deed recorded in the Office of the Martin County Clerk at Deed Book 173, Page 421, and (ix) by deed dated on or about November 14, 2008, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 232, and (x) by deed dated on or about January 1, 2009, and recorded in the Office of the Clerk of Martin County in Deed Book 170, Page 519.

THIS CONVEYANCE IS MADE SUBJECT to all pertinent easements, restrictions, reservations, right-of-ways, conditions and water rights which may be a matter of record in the aforesaid Clerk's Office affecting the use of said property.

The Grantors hereby declare that the foregoing transfer is not exempt from the excise tax imposed by the State of Kentucky pursuant to KRS § 142.050, but that because the property is transferred for nominal consideration and the estimated price the property would bring in an open market and under the now prevailing market conditions between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels, is \$0, no excise tax is due.

*[Remainder of page intentionally left blank; Signature and notary pages follow]*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of  
the day and year first above written.

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By:

Printed Name:

Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By:

Printed Name:

Its: President

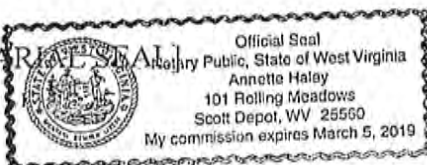
STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of  
October, 2013, by Patricia A. Hoops as  
President of Lexington Coal Holdings, Inc.,  
on behalf of Lexington Coal Company, LLC, a Delaware limited liability  
company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARY SEAL]  
(11087681)



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

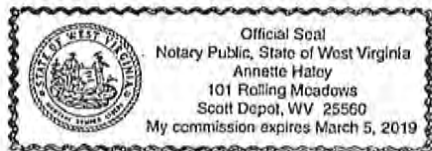
COUNTY OF Cabell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hager as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.

[NOTARIAL SEAL]

Annette Haley  
Notary Public



CONSIDERATION CERTIFICATE

The consideration for the foregoing Quitclaim Deed is nominal only; the consideration reflected in the deed is the full consideration paid for the property.

**GRANTORS:**

LEXINGTON COAL COMPANY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Holdings, Inc.  
Its: Sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

LCC KENTUCKY, LLC,  
a Delaware limited liability company  
By: Lexington Coal Company, LLC, sole member  
By: Lexington Coal Holdings, Inc., sole member

By: Patricia A. Hoops  
Printed Name: Patricia A. Hoops  
Its: President

**GRANTEE:**

TRIPLE H REAL ESTATE, LLC,  
a West Virginia limited liability company

By: Jeffery A. Hoops  
Printed Name: JEFFERY A. HOOPS  
Its: MANAGER

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Patricia Hoops as President of Lexington Coal Holdings, Inc. on behalf of Lexington Coal Company, LLC on behalf of LCC Kentucky, LLC, a Delaware limited liability company, on behalf of said company.

My commission expires March 5, 2019.



Annette Haley  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF Calwell, TO-WIT:

The foregoing instrument was acknowledged before me this 22 day of October, 2013, by Jeffrey H. Hayes, as Manager of Triple H Real Estate, LLC, a West Virginia limited liability company, on behalf of said company.

My commission expires March 5, 2019.



James Haley  
Notary Public

This instrument was prepared  
WITHOUT EXAMINATION OF TITLE by:

Edward Cunningham  
M. Edward Cunningham, II, Attorney at Law  
HUDDLESTON BOLEN LLP  
P.O. Box 2185, 611 Third Avenue  
Huntington, WV 25722-2185

## Exhibit A

| <u>County</u>                                                                          | <u>Type of Source Document</u> | <u>Date of Source Document</u> | <u>Grantor Under Source Document</u>                                              | <u>Grantee Under Source Document</u> | <u>Source Book &amp; Page</u> |
|----------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|-------------------------------|
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 155, Page 637       |
| Martin (KY)                                                                            | Corrective Deed                | 3/11/2006                      | 17 West Mining, Inc.                                                              | LCC Kentucky, LLC                    | Deed Book 163, Page 263       |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | East Kentucky Energy Corporation                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 1         |
| Martin (KY)                                                                            | Deed                           | 9/30/2004                      | HNR Mining, Inc.                                                                  | LCC Kentucky, LLC                    | Deed Book 156, Page 71        |
| Martin (KY)                                                                            | Easement                       | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 166, Page 503       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 182, Page 322       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 183, Page 632       |
| Martin (KY)                                                                            | Deed                           | 12/17/2007                     | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 182, Page 326       |
| Martin (KY)                                                                            | Corrective Deed                | 7/15/2013                      | Kenneth B. Jude and Dolly J. Jude                                                 | LCC Kentucky, LLC                    | Deed Book 183, Page 638       |
| Martin (KY)                                                                            | Easement                       | 7/10/2008                      | Kenneth B. Jude and Dolly J. Jude, and Andy Jude                                  | LCC Kentucky, LLC                    | Deed Book 169, Page 502       |
| Martin (KY)                                                                            | Deed                           | 8/12/2008                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 169, Page 35        |
| Martin (KY)                                                                            | Corrective Deed                | 12/2/2009                      | Martin County Coal Corporation                                                    | LCC Kentucky, LLC                    | Deed Book 173, Page 421       |
| Martin (KY)                                                                            | Deed                           | 11/14/2008                     | Ruby Jean Scott and Henry Scott, Earnest Scott and Carlenna Scott, and Lacy Scott | LCC Kentucky, LLC                    | Deed Book 170, Page 232       |
| Martin (KY)                                                                            | Deed                           | 1/27/2009                      | Helen Moore and Claudia Moore                                                     | LCC Kentucky, LLC                    | Deed Book 170, Page 519       |
| <b>Excepting and Reserving the following outconveyances, to the extent applicable:</b> |                                |                                |                                                                                   |                                      |                               |
| Martin (KY)                                                                            | Deed                           | 3/7/2005                       | LCC Kentucky, LLC                                                                 | Gabe Lowe and Irene Lowe             | Deed Book 157, Page 429       |
| Martin (KY)                                                                            | Deed                           | 4/4/2005                       | LCC Kentucky, LLC                                                                 | Glen T. Howard and Orgie L. Howard   | Deed Book 157, Page 677       |

|                  |                              |                                                        |                            |
|------------------|------------------------------|--------------------------------------------------------|----------------------------|
| Martin (KY) Deed | 5/9/2006 LCC Kentucky, LLC   | Pontiki Coal, LLC                                      | Deed Book 162,<br>Page 21  |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude, and Andy<br>Jude | Deed Book 182,<br>Page 314 |
| Martin (KY) Deed | 12/17/2007 LCC Kentucky, LLC | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 182,<br>Page 318 |
| Martin (KY) Deed | 3/18/2008 LCC Kentucky, LLC  | ICG Natural Resources,<br>LLC                          | Deed Book 167,<br>Page 439 |
| Martin (KY) Deed | 5/23/2008 LCC Kentucky, LLC  | Bonnie Melissa Jude                                    | Deed Book 168,<br>Page 120 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Dolly J. Jude                   | Deed Book 168,<br>Page 458 |
| Martin (KY) Deed | 7/8/2008 LCC Kentucky, LLC   | Kenneth B. Jude and<br>Andy Jude                       | Deed Book 168,<br>Page 463 |
| Martin (KY) Deed | 5/25/2010 LCC Kentucky, LLC  | Jackie Lee Scott and<br>Laura M. Scott                 | Deed Book 174,<br>Page 606 |
| Martin (KY) Deed | 7/17/2013 LCC Kentucky, LLC  | Paul L. Fletcher                                       | Deed Book 183,<br>Page 672 |

STATE OF KENTUCKY  
COUNTY OF PIKE

CLERK'S CERTIFICATE OF LODGEMENT AND RECORD

I, RHONDA TAYLOR, County Clerk for the County  
and State aforesaid, certify that the foregoing  
DEED was on 10/04/2016 02:44:06 PM,  
lodged for record, whereupon the same with the foregoing  
and this certificate have been duly recorded in my office.

WITNESS my hand this 10/04/2016.

RHONDA TAYLOR, CLERK

BY: *Carla Stratton* D.C.

DOCUMENTARY TAX PAID: \$0.50

DOCUMENT NO: 76188  
RECORDED: October 29, 2013 08:26:00 AM  
TOTAL FEES: \$35.00  
TRANSFER TAX: \$0.00  
COUNTY CLERK: CAROL SUE HILLS  
DEPUTY CLERK: RHONDA QUILLEN  
COUNTY: MARTIN COUNTY  
BOOK: D184 PAGES: 553 - 561