

July 7, 2023
ECT No. 230452

Mr. Jason Funk
Lynn Bark Energy Center, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

**Re: Phase I Environmental Site Assessment
Lynn Bark Energy Center
Martin County, Kentucky**

Dear Mr. Funk

Environmental Consulting & Technology, Inc. (ECT) is pleased to provide this Phase I Environmental Site Assessment (ESA) for the above-referenced property. This assessment was performed in accordance with the ASTM Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process for Forestland or Rural Property (E2247-16). This Phase I ESA is valid through December 23, 2023, after which time certain components of this report may need to be updated. We appreciate the opportunity to work with you. Please feel free to contact us at 734.769.3004 should you have any questions concerning this report, or if we may assist you in any other matter.

Sincerely,

Environmental Consulting & Technology, Inc.



Jessica Philips
Technical Writer



Rebecca M. Powell
Operations Director, Due Diligence

> **Phase I Environmental Site Assessment
of the Lynn Bark Energy Center
Martin County, Kentucky**

July 7, 2023
ECT No. 230452

for
Lynn Bark Energy Center, LLC
422 Admiral Boulevard
Kansas City, Missouri 64106

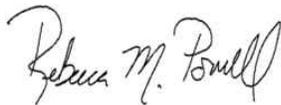


3720 Wilder Road Unit B
Bay City, Michigan 48706
734.769.3004

Environmental Professional Statement

I, Rebecca M. Powell, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR §312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312. All elements of this Phase I ESA have been completed by me or persons under my direct supervision. For the sake of brevity, any references herein to the "Environmental Professional" or "EP" shall refer directly to me. Any references to "ECT" shall refer to me and/or those persons under my direct supervision.

A copy of the EP's resume and those directed by the EP in the completion of this assessment are included in the appendices ([Resumes of Environmental Consultants](#)).



Rebecca M. Powell
Operations Director, Due Diligence
Environmental Professional

PROJECT SUMMARY

Lynn Bark Energy Center Martin County, Kentucky

Report Section		None	REC	CREC	HREC	DMC	Comments
3.0	Subject Property and Vicinity Descriptions	✓					
4.0	User Provided Information	✓					
5.0	Historical Review		✓				REC #1: The historical use of the Subject Property and surrounding properties for coal mining
6.0	Regulatory Database Review		✓				REC #1: See Above
7.0	Regulatory Agency Records Review		✓				REC #1: See Above; REC #2: Oil and gas exploration with significant staining on the western portion; SDG #1: The unknown extents of mining reclamation activities at the Subject Property; BER #1: The presence of three dry and abandoned wells and one plugged gas well on the Subject Property.
8.0	Interviews		✓				REC #2: See Above
9.2	Observed Hazardous Substances and/or Petroleum Products		✓				REC #2: See Above
9.3	Aboveground Storage Tanks		✓				REC #2: See Above
9.4	Underground Storage Tanks	✓					
9.5	Electrical or Hydraulic Equipment Likely to Contain Fluids	✓					
9.6	Stained Soil or Pavement		✓				REC #2: See Above
9.7	Stained or Stressed Vegetation		✓				REC #2: See Above
9.8	Wells		✓				REC #2: See Above
9.9	Other Field Observations	✓					

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Common Acronyms and Abbreviations

AST	Aboveground Storage Tank
AAI	All Appropriate Inquiry
AUL	Activity and Use Limitation
API	American Petroleum Institute
ACM	Asbestos-Containing Material
bgs	Below Ground Surface
BTEX	Benzene, Toluene, Ethylbenzene, and Xylenes
BER	Business Environmental Risk
CESQG	Conditionally Exempt Small Quantity Generator
COC	Constituent of Concern
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	Comprehensive Environmental Response Compensation and Liability Information System
CREC	Controlled Recognized Environmental Condition
DMC	<i>De Minimis</i> Condition
ECHO	Enforcement and Compliance History Online
ECT	Environmental Consulting & Technology, Inc.
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FRS	Facility Registry Service
FOIA	Freedom of Information Act
HREC	Historical Recognized Environmental Condition
LLP	Landowner Liability Protection
LQG	Large Quantity Generator
LBP	Lead-Based Paint
LUST	Leaking Underground Storage Tank
MCL	Maximum Contaminant Level
MTBE	Methyl tert-butyl ether
µg/L	Micrograms per Liter
mg/kg	Milligrams per Kilogram
mg/L	Milligrams per Liter
NPL	National Priority List
NPMS	National Pipeline Mapping System
NWIS	National Water Information System
NFA/NFR	No Further Action/Remediation
NOV	Notice of Violation
NRCS	Natural Resources Conservation Service
PPB	Parts per Billion
PPM	Parts per Million
PID	Photoionization Detector
PCE	Perchloroethylene, Tetrachloroethylene, Tetrachloroethene, PERC
PIN	Parcel Identification Number
PCB	Polychlorinated Biphenyls
PAH	Polycyclic Aromatic Hydrocarbon
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
SDS	Safety Data Sheet
SVOC	Semi-Volatile Organic Compound
SDG	Significant Data Gap
SQG	Small Quantity Generator
SEMS	Superfund Enterprise Management System
SWF/LF	Solid Waste Facilities/Landfill
TCE	Trichloroethylene, Trichloroethene
TPH	Total Petroleum Hydrocarbons
TSDF	Treatment, Storage or Disposal Facility
USDA	United States Department of Agriculture
USGS	United States Geological Survey
UST	Underground Storage Tank
VSQG	Very Small Quantity Generator
VOC	Volatile Organic Compound

1.0 Executive Summary

Environmental Consulting & Technology, Inc. (ECT) was retained by Lynn Bark Energy Center, LLC (the Client) to conduct a Phase I ESA in conformance with the scope and limitations of the ASTM Standard Practice E2247-16 (Forestland or Rural Properties) and the EPA Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) for the property located east of the intersection of KY-3 and Davella Road in Martin County, Kentucky. Any exceptions to, or deletions from, this practice are described in [Section 1.2.4](#) and [Section 2.5](#) of this report.

1.1 Property Description

The Subject Property encompasses approximately 1,381 acres of unimproved and wooded land in Martin County, Kentucky and is being proposed for development of the Lynn Bark Energy Center.

A USGS Topographic Map is provided as [Figure 1](#) and a Subject Property Overview is provided as [Figure 2](#). Any RECs identified as part of this assessment are depicted on [Figure 3](#) unless otherwise noted.

1.2 Evaluation

1.2.1 Findings and Opinions

Based on the information revealed as part of this Phase I ESA, ECT has identified the following findings and offers the below opinions as part of this Phase I ESA:

- **HISTORICAL MINING (REC #1):** The Subject Property and neighboring properties have been subjected to both underground and surface coal mining since at least the 1970s. Reclamation efforts have reportedly been engaged on portions of the Subject Property; however, no documentation describing the reclamation process or any continuing obligations associated with additional use(s) of the property have been received as of the date of this report. In addition to subsidence concerns, potential issues with mining include the use of fill material of unknown origin, the use of heavy equipment with possible spills of oils and/or fluids over time, abandoned mine drainage, and methane gas buildup in underground mines. **It is the opinion of the EP that surficial and subsurface impacts associated with the historical mining activities on the Subject Property cannot be ruled out, thus representing a REC.**

- **LONG TERM OIL/GAS EXPLORATION & PRODUCTION (REC #2):** A total of 14 gas and/or oil wells were permitted across the Subject Property between 1901 and 2020, including three dry and abandoned wells; one plugged gas well, one gas well, six oil wells, two combined oil/gas wells, and one permit that has not been drilled. At the time of the inspection, one (1) 2,000-gallon poly AST was observed alongside an on-site gas well (KGS number 138712). The tank appeared to be empty with unknown former contents; however, significant oil staining and stressed vegetation was observed on the ground surface surrounding the base of the AST. **Given the long-term use of the Subject Property for oil/gas well exploration and production coupled with the observed staining near at least one of the wells, it is the opinion of the EP that potential impact from the ten oil and gas wells constitutes a REC.**
- **PLUGGED OR DRY & ABANDONED WELLS (BER #1):** Three Dry and Abandoned (D&A) wells and one plugged gas well were recorded for the Subject Property. Additionally, the possibility of abandoned underground piping exists near the historical well locations. Given the extensive surface mining completed across the entirety of the Subject Property since the wells were installed and/or plugged, it is unlikely for any associated disposal pits to remain intact and pose a significant environmental concern. As a best management practice, the wells and any abandoned infrastructure should be located prior to development to minimize the possibility of damaging these features during construction activities.
- **LACK OF STATE AGENCY RESPONSE (SDG #1):** ECT requested any available documentation pertaining to the Subject Property from the Kentucky Energy and Environment Cabinet; however, as of the publication date of this report, no responses have been received. Given the unknown extents of reclamation activities completed for the Subject Property, ECT believes this represents a significant data gap. Information provided by the state agency could potentially eliminate or minimize environmental concerns that have been recognized.

1.2.2 Conclusion

Ms. Rebecca M. Powell, Environmental Professional, has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E2247-16 and the 30 CFR 312 (All Appropriate Inquiry) of the Subject Property, located east of the intersection of KY-3 and Davella Road in Martin County, Kentucky. Any exceptions to, or deletions from, this practice are described in Section 2.5 of this report. **This assessment has revealed no evidence of RECs, CRECs, and/or SDGs, with the exception of the following:**

- **REC #1: The historical use of the Subject Property and surrounding properties for coal mining.**
- **REC #2: The potential subsurface impact associated with the long term oil/gas exploration and production paired with the presence of stained and stressed vegetation.**
- **SDG #1: The unknown extents of mining reclamation activities at the Subject Property.**

1.2.3 Additional Investigation

In accordance with ASTM E2247-16, the EP shall provide an opinion as to whether additional investigation to detect the presence of hazardous substances or petroleum products is warranted. This opinion does not render the assessment incomplete, nor is it intended to represent a recommendation. **Based on the findings of this assessment, it is the opinion of the EP that additional investigation is warranted for the Subject Property.**

1.2.4 Data Failure and Data Gaps

According to ASTM E2247-16, a data failure occurs when all the standard historical sources that are reasonably ascertainable and likely to be useful have been reviewed and yet the objectives have not been met. Pursuant to ASTM E2247-16, historical sources are required to identify the use of the property at five-year intervals back to first developed use or 1940, whichever is earlier. A data failure is a type of data gap (defined below).

A data gap is defined by ASTM E2247-16 as a lack or inability to obtain information required by the practice despite good faith efforts by the Environmental Professional to gather such information. Data gaps may result from incompleteness in any of the activities required by the practice, including, but not limited to the site reconnaissance and interviews.

The following data failures and/or data gaps have been identified as part of this assessment:

- *Historical Heating Sources:* ECT was unable to verify the heating source(s) of the historical structures formerly situated in the central portion of the Subject Property. Based on the rural nature of the area, there is the potential for heating oil tanks to have been used as heating sources. However, it is likely that any buried heating oil tanks would have been removed during demolition activities. Therefore, ECT does not believe this represents a significant data gap.

- *Lack of Local Agency Responses:* ECT requested any available documentation pertaining to the Subject Property or its vicinity from the Martin County Health Department, Inez Fire and Rescue, and Pigeon Roost Fire Station; however, as of the publication date of this report, only the Pigeon Roost Fire Station and Inez Fire and Rescue has responded. Based on the quality of information obtained from other sources (e.g., historical documentation, interviews, regulatory sources, site reconnaissance, etc.), ECT does not believe this represents a significant data gap.
- *Historical Intervals Data Gap:* No historical coverage was available for the Subject Property for the late 1940s, 1960s, and late 1990s. However, based on the other available aerial photographs and topographic maps, ECT believes the Subject Property remained primarily wooded during that time, with surface mining beginning in the 1980s. Therefore, ECT does not believe the gaps in the historical sources are considered a significant data gap to the conclusions of this assessment.
- *Lack of State Agency Response:* ECT requested any available documentation pertaining to the Subject Property from the Kentucky Energy and Environment Cabinet; however, as of the publication date of this report, no responses have been received. Given the unknown extents of reclamation activities completed for the Subject Property, ECT believes this represents a significant data gap.

No other data failures or data gaps were identified in this Phase I ESA.

2.0 Purpose and Scope of Work

This report documents the methods and findings of the Phase I ESA performed in conformance with the scope and limitations of ASTM Standard Practice E2247-16 and the EPA Standards and Practices for All Appropriate Inquiries (40 CFR 312) for the property located to the east of the intersection of KY-3 and Davella Road in Martin County, Kentucky.

2.1 Scope of Work

The purpose of ASTM Practice E2247-16 is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of forestland or rural properties with respect to the range of contaminants within the scope of the CERCLA (42 U.S.C. §9601) and petroleum products. Any exceptions to, or deletions from, this practice are described in Section 2.4 of this report.

The Phase I ESA conducted by ECT included, but was not limited to, the following services:

- A site visit of the Subject Property to look for evidence of a release(s) or potential release of petroleum products and hazardous materials;
- Observations of adjacent properties and the vicinity of the Subject Property;
- Interviews with individuals familiar with the Subject Property, as available;
- Review of regulatory agency and local files, as necessary;
- Review of historical documents, as available; and
- Preparation of a report presenting ECT's findings, including a summary of conclusions and recommendations, if requested.

The objective of Phase I ESAs is to provide all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35) (B) to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (a.k.a., landowner liability protections). The goal of Phase I ESAs is to identify current, historical, and controlled RECs and *de minimis* conditions in connection with the property, to the extent feasible pursuant to the processes prescribed in the ASTM E2247-16 guidelines. The terms current, historical, and controlled RECs and *de minimis* conditions are defined by ASTM in the following paragraphs.

A REC is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The term includes hazardous substances or petroleum products even under conditions in compliance with laws.

A controlled REC is a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

A historical REC is a past release of any hazardous substances or petroleum products that has occurred in connection with the Subject Property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Subject Property to any required controls.

A *de minimis* condition is a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* conditions are not current, historical, or controlled RECs.

2.2 Continued Viability of Phase I ESA

According to ASTM Standard Practice E2247-16, a Phase I ESA meeting or exceeding the standard and completed less than 180 days prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction is presumed to be valid. If within this period the assessment will be used by a User different than the User for whom the assessment was originally prepared, the subsequent User must also satisfy the User's Responsibilities outlined in Section 6 of ASTM Standard Practice E2247-16.

A Phase I ESA meeting or exceeding ASTM E2247-16 requirements and for which the information was collected or updated within one year prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction may be used provided

that the below detailed components of the inquires were conducted or updated within 180 days of the date of purchase, or the date of the intended transaction. The initial collection or inquiry dates for each required component as applicable to this report have been detailed in the table below.

REPORT COMPONENT	INITIAL DATE OF COLLECTION OR INQUIRY
(i) Interviews with Owners, Operators, and Occupants	June 29, 2023
(ii) Searches for Recorded Environmental Liens	July 7-11, 2024
(iii) Reviews of Federal, Tribal, State, and Local Government Records	June 26, 2023
(iv) Visual Inspection of the Property and of Adjoining Properties	June 27 and 28, 2023
(v) Declaration by the EP responsible for the assessment or update	July 7, 2023

2.3 Significant Assumptions

ECT assumes that the information provided by the regulatory database electronic search report provider, the regulatory agencies, the local unit of government, and the current Subject Property owner(s) is true and reliable.

2.4 Limitations and Exceptions

The opinions and recommendations presented in this report are based upon the scope of services, information obtained through the performance of the services, and the schedule as agreed upon by ECT and the party for whom this report was originally prepared. This report is an instrument of professional service and was prepared in accordance with the generally accepted standards and level of skill and care under similar conditions and circumstances established by the environmental consulting industry. No representation, warranty, or guarantee, expressed or implied, is intended or given. To the extent that ECT relied upon any information prepared by other parties not under contract to ECT, ECT makes no representation as to the accuracy or completeness of such information. This report is expressly for the sole and exclusive use of the party for whom this report was originally prepared for a particular purpose. Only the party for whom this report was originally prepared and/or other specifically named parties have the right to make use of and rely upon this report. Reuse of this report or any portion thereof for other than its intended purpose, or if modified, or if used by third parties, shall be at the user’s sole risk.

The findings presented in this report apply solely to site conditions existing at the time when ECT’s assessment was performed. It must be recognized, however, that an ESA is intended for the purpose of determining the potential for contamination through limited research and investigative activities

and in no way represents a conclusive or complete site characterization. Conditions in other parts of the Subject Property may vary from those at the locations where data were collected. ECT's ability to interpret investigation results is related to the availability of the data and the extent of the investigation activities. As such, 100 percent confidence in ESA conclusions cannot reasonably be achieved.

ECT, therefore, does not provide any guarantees, certifications, or warranties that a property is free from environmental contamination. Furthermore, nothing contained in this document shall relieve any other party of its responsibility to abide by contract documents and applicable laws, codes, regulations, or standards.

2.5 Limiting Conditions and Deviations

The performance of this Phase I ESA was limited by the following:

- Due to densely wooded vegetation and grassland coverage across the Subject Property, a visual assessment of the ground surface and access throughout the Subject Property was limited
- Due to poor road conditions from recent rain events, a visual assessment of the eastern portion of the Subject Property was limited

Based on the quality of information obtained from other sources (e.g., historical documentation, interviews, regulatory sources, site reconnaissance, etc.), and the nature of the limitation(s), it is the opinion of the EP that these limitations do not impact ECT's ability to identify RECs.

2.6 Special Terms and Conditions

The scope of work for this Phase I ESA did not include testing of electrical equipment for the potential presence of PCBs, lead-based paint, or the assessment of natural hazards such as naturally occurring asbestos, radon, or methane gas, assessment of the potential presence of radionuclides, or assessment of non-chemical hazards such as the potential for damage from earthquakes or floods. This Phase I ESA also did not include an extensive assessment of the environmental compliance status of the Subject Property or of the businesses that have operated on-site, or a health-based risk assessment.

2.7 User Reliance

This Phase I ESA was conducted for the use of and reliance by Lynn Bark Energy Center, LLC and their assignees and may be relied upon by these parties only. No use of the information contained in this report by others is permissible without receiving prior written authorization to do so from ECT. ECT is not responsible for independent conclusions, opinions, or recommendations made by others or otherwise based on the findings presented in this report.

3.0 Subject Property and Vicinity Descriptions

3.1 Subject Property Characteristics

A summary of the Subject Property is included in the table below.

SUBJECT PROPERTY DETAILS	
Project Name	Lynn Bark Energy Center
Location	Martin County, Kentucky
Approximate Acreage	1,381 <small>Source: Client</small>
Current Use	Vacant land, recreational hunting
Proposed Use	Lynn Bark Energy Center
Areas of Environmental Interest	Oil/gas wells and AST
Observed Use of Hazardous Substances	2,000-gallon poly AST with significant staining
UTILITY INFORMATION	
Heating/Cooling Source	None identified
Potable Water Source	None identified
Sewage Disposal Provider	None identified
REGULATORY INFORMATION	
Regulatory Database Listings	COAL MINES - KY, ECHO, FRS, HIST PCS ENF, ICIS, INACTIVE PCS, MINES, NPDES - KY, PCS FACILITY; refer to Section 6.2
Activity and Use Limitations (AULs)	None identified
Environmental Liens	None identified

The Subject Property encompasses approximately 1,381 acres of primarily unimproved and wooded land in Martin County, Kentucky and is being proposed for development of the Lynn Bark Energy Center. A USGS Topographic Map is provided as [Figure 1](#) and a Subject Property Overview is provided as [Figure 2](#).

The Subject Property is situated in a rural residential area comprised primarily of wooded and revegetated (historically mined) land with multiple stream branches (Venters, Mullet, Parsons, Lynn Bark Fork) surrounding and extending onto the property. The unincorporated communities of Davella (0.4 miles west), Debord (1.5 miles north), Preece (0.7 miles east), and Threeforks (3.4 miles southeast) surround the Subject Property.

3.2 Vicinity Characteristics

A summary of the surrounding properties is included in the table below.

DIRECTION	OCCUPANT(S)/USE(S)	REGULATORY DATABASE LISTING(S)
North	Venters Branch Road, sparse residences, unimproved and wooded land	COAL MINES - KY
East	Unnamed right-of-way, unimproved and wooded land	None
South	Lynn Bark Fork Road, unimproved and wooded land	COAL MINES - KY
West	Unimproved and wooded land	MINES

Refer to [Section 6.0](#) for a discussion of regulatory database listings.

3.3 Physical Setting

The physical setting of the Subject Property is described in the table below.

TOPOGRAPHY	
USGS Topographic Quadrangle	Inez, Kentucky
Approximate Elevation	1069 ft. above sea level
Nearest surface water	Various stream branches throughout Subject Property
Source: Database Report	
SOILS	
Soil Classification	Fiveblock, Fairpoint, and Kaymine soils, Rayne-Marrowbone-Dekalb, Cloverlick-Shelocta-Kimper, Shelocta-Grigsby-Orrville, and Handshoe-Feds creek-Shelocta complexes
Soil Type	Stony to very stony
Drainage Class	Well drained
Source: USDA-NRCS	
GEOLOGY	
Physiographic Area/Region	The Dissected Appalachian Plateau in the Central Appalachians
Geologic Formation	Pennsylvanian age Breathitt Formation, upper part
Bedrock	Primarily sandstone and limestone
Sources: EPA and USGS	
HYDROLOGY	
Estimated Groundwater Flow ¹	Generally north
Estimated Depth to Groundwater	Approximately 20-32 feet below ground surface
Sources: Database report, KGS	

1. Groundwater flow direction can be influenced by the presence of wetland features, surface topography, recharge and discharge areas, inconsistencies in the types and location of subsurface soils, and proximity to water pumping wells.

4.0 User Provided Information

The User of this report is Lynn Bark Energy Center, LLC. Ms. Emily Truebner, authorized person for Free State Solar Project, LLC, provided a completed User Questionnaire as part of this assessment. The responses to the questionnaire have been summarized in the table below. A copy of the completed User Questionnaire is included in the appendices ([User Provided Information](#)).

At the direction of the User, ECT contracted Envirosite Corporation to conduct a search of environmental liens and AULs for each parcel within the Subject Property boundary. The searches were conducted between July 7 and 11, 2023. No *environmental liens* or *AULs* were identified. Copies of the Environmental Lien/AUL Reports are included in the appendices ([Environmental Lien/AUL Searches](#)).

QUESTIONS	YES	NO	COMMENTS
Did a search of recorded land title records (or judicial records where appropriate ²) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Date of search: July 7-11, 2024
Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Date of search: July 7-11, 2024
Do you have any specialized knowledge or experience related to the property or nearby properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Does the purchase price being paid for this property reasonably reflect the fair market value of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are you aware of any commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Former coal mining operation

2. In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than land title records. In such cases, judicial records must be searched for environmental liens and AULs.

QUESTIONS	YES	NO	COMMENTS
Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

4.1 Reason for Performing Phase I ESA

The reason for performing this Phase I ESA is to satisfy CERCLA requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser LLPs.

5.0 Historical Review

5.1 Historical Sources Reviewed

ECT reviewed the following reasonably ascertainable standard historical sources, as described in ASTM E2247-16, to determine the previous uses and occupancies of the Subject Property, adjoining properties, and surrounding area.

Aerial photographs were obtained from EnviroSite Corporation (EnviroSite), which were sourced from the USGS, National Historical Aerial Program (NHAP), National Aerial Photography Program (NAPP), National Agriculture Imagery Program (NAIP), and/or Digital Orthophoto Quadrangle (DOQ). Additionally, ECT reviewed available aerial photographs on Google Earth™.

ECT reviewed topographic maps of the Subject Property and surrounding area. The current USGS 7.5-minute topographic map quadrangle is *Inez, Kentucky*, which is dated 2022. Aerial photographs and topographic maps were reviewed on July 5, 2023.

Copies of the available aerial photographs and topographic maps are provided in the appendices ([Historical Sources](#)). The table below summarizes available historical source coverage for the Subject Property.

Dates	Aerial Photographs	Topographic Maps	Other Sources
No Coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prior to 1940	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
1940 - 1945	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1946 - 1950	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1951 - 1955	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1956 - 1960	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1961 - 1965	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1966 - 1970	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1971 - 1975	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1976 - 1980	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1981 - 1985	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1986 - 1990	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1991 - 1995	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
1996 - 2000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2001 - 2005	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2006 - 2010	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2011 - 2015	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2016 - 2020	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Current	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

5.2 Subject Property Historical Summary

Based upon review of the available historical sources, a chronological summary of historical data for the Subject Property is included below.

DATES	SUBJECT PROPERTY DESCRIPTION/USE	SOURCE(S)
1901 1907 1914 1916 1935 1941 1943 1945	The area appears to be unimproved, with the Jones Branch, Mullet Branch, Venters Branch, Parsons Branch, Meadow Branch, and Lynnbank Fork intersecting the north, east, and southern boundaries. A structure is depicted on the western portion. Oil and gas exploration begins on-site with the drilling of 8 wells scattered throughout between 1901 and 1945, one of which is listed as dry and abandoned.	Topographic maps Regulatory file review
1951 1954 1956 1960 1975	The property is primarily undeveloped with a mountainous terrain and vegetative coverage. Oil and gas exploration continues with the addition of two dry and abandoned wells in the western portion in 1956, with one depicted on topographical maps as early as 1954.	Aerial photographs Regulatory file review Topographic maps
1977 1979 1983	Martin County Coal Corporation / MTR is listed as the operator of a surface mine with a controller date beginning in 1977.	Aerial photographs Regulatory file review
1987 1988	Mining permits under the name B&H Coal Co Inc are listed as active in 1985, 1987, and 1988. An area of ground disturbance indicative of mining with at least one right-of-way is present in the central and southwestern portion of the property. A well in the central portion is plugged in 1987. The remainder of the property remains unimproved.	Aerial photographs Regulatory file review
1992- 1995	The ground disturbance has expanded to include a majority of the property. The entire central portion is depicted as a strip mine on topographical maps. Two additional mining permits under the name B&H Coal are listed as active in 1993, 1994, and 1995. An extensive network of unpaved paths is present throughout the property. Several vehicles are present in a graded area in the central portion. Small ponds are shown in the north-central, south-central, and western portions. Mr. Michael Blackburn, representative for Pocahontas Royalties LLC, became affiliated with the property in the early 1990s and confirms that some of the previously mined land is used for hay and pastureland.	Aerial photographs Topographic maps Interviews Regulatory File Review
2004 2008 2009	A majority of the property has been revegetated, with some densely wooded areas present. Unnamed, unpaved rights-of-way traverse the property in various directions. The graded area in the central portion remains, with no vehicles present. Oil and gas exploration continues with the addition of one gas well, one combined oil and gas well, and one additional permit granted in the northwestern portion. A second area is grading is present to the in the south-central portion.	Aerial photographs Interviews Regulatory file review

DATES	SUBJECT PROPERTY DESCRIPTION/USE	SOURCE(S)
2010	Two small structures are present near the graded area, south of a right-of-way. Portions of the property appear to be in agricultural use. Lynn Bark Road is shown traversing a small area of the southern portion.	Aerial photographs Topographic maps Regulatory file review Interviews
2012-2014	The two small structures to the south of the right-of-way near the central graded area are no longer visible. Another structure is present to the north of the right-of-way. The mine permitted to Martin County Coal Corporation / MTR is listed as inactive in 2013. An additional structure is present in the northeastern portion by 2013. Jones Fork Road traverses a small area in the northern portion.	Aerial photographs Regulatory file review Topographic maps Interviews
2016 2018 2019	The graded area appears to have been fully revegetated. A surface mining permit is issued to Lexington Coal Company LLC in 2018.	Aerial photographs Topographic maps Interviews
2020 2022 2023	Oil and gas exploration continues with the addition of a combined oil and gas well in the northeastern portion in 2020.	Regulatory file review Topographical maps Interviews Site reconnaissance

5.3 Surrounding Area Historical Summary

Based upon review of the available historical sources, a chronological summary of historical data for the surrounding area is included below.

DATES	SURROUNDING PROPERTY DESCRIPTION/USE	SOURCES(S)
1914 1916 1951	The area is primarily undeveloped with a mountainous terrain and vegetative coverage, with a few structures depicted throughout. Right-of-ways are present to the north and east. The Mudlick School is present to the northwest as early as 1914. The unincorporated community of Davella, is present to the west.	Aerial photographs Topographic maps
1954 1960 1975	Additional rights-of-way are present travelling in all directions throughout the area. Gas wells are depicted to the north, east, and south. A few small structures are present to the east.	Aerial photographs
1979	An area of disturbed land is present to the south of the eastern portion.	Aerial photographs
1982- 1985 1987 1988 1992	Several areas of disturbed land indicative of mining are present to the north, south, and west.	Aerial photographs Topographic maps
1995	Kentucky Highway 3 and limited commercial development is present to the west.	Aerial photographs

DATES	SURROUNDING PROPERTY DESCRIPTION/USE	SOURCES(S)
2004 2008 2010 2012- 2014 2016 2018- 2020 2022 2023	A majority of the surrounding land has been revegetated. Residential development is present to the east. Walnut Fork Road is depicted to the east, Lynn Bark Fork Road is depicted to the south, and several minor roads are present to the north.	Aerial photographs Site reconnaissance Topographic maps

5.4 Prior Environmental Reports

ECT was not provided with and did not encounter any prior environmental reports completed for the Subject Property.

6.0 Regulatory Database Review

6.1 Database Finding Summary

ECT contracted Envirosite Corporation (Envirosite) to conduct a search of publicly available information from federal, state, tribal, and local environmental record sources in accordance with ASTM E2247-16. Data gathered during the regulatory database search is compiled by Envirosite into a government records report (i.e., database report). This government records report, dated June 26, 2023, was reviewed by ECT on July 5, 2023.

In addition to the regulatory database report, ECT reviewed readily available EPA listed facilities data. This information has been included on [Figure 2](#). Unless summarized in [Sections 6.2](#), 6.3, or 6.4, the additional facilities/locations obtained from EPA were not determined to represent a REC to the Subject Property.

The standard databases researched in accordance with ASTM E2247-16 requirements are listed below.

Standard Environmental Record Sources (where available)	Approximate Minimum Search Distance (miles)
Federal Sources	
NPL list	1.0
Delisted NPL list	0.50
CERCLIS list	0.50
CERCLIS-No Further Remedial Action Planned (NFRAP) list	0.50
RCRA Corrective Action (CORRACTS) facilities list	1.0
RCRA non-CORRACTS TSD facilities list	0.50
RCRA generators list	SP and Adjoining
Federal institutional control/engineering control registries	SP
Federal Emergency Response Notification System (ERNS) list	SP
State Sources	
<i>State- and tribal-equivalent NPL</i>	1.0
<i>State- and tribal-equivalent CERCLIS</i>	0.50
State and tribal landfill and/or solid waste disposal site lists	0.50
State and tribal leaking storage tank lists	0.50
State and tribal registered storage tank lists	SP and Adjoining
State and tribal institutional control/engineering control registries	SP
State and tribal voluntary cleanup sites	0.5
State and tribal Brownfield sites	0.50

Standard Environmental Record Sources (where available)	Approximate Minimum Search Distance (miles)
SP = Subject Property	
<i>Italicized</i> = State and tribal lists of hazardous waste sites identified for investigation or remediation	

The database report, which includes a search of standard and additional record sources, identified the following listings for the Subject Property and/or surrounding area.

For full details pertaining to the databases searched, refer to the database report included in the appendices ([Regulatory Database Report](#)).

Regulatory Report Summary

Database	Search Radius	Target Property	Within 0.12mi	0.12mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
FRS	0	2	0	0	0	0	2
HIST PCS ENF	0	1	0	0	0	0	1
ICIS	0	1	0	0	0	0	1
INACTIVE PCS	0	1	0	0	0	0	1
MINES	0.25	1	0	1	0	0	2
PCS FACILITY	0	1	0	0	0	0	1
ECHO	0	2	0	0	0	0	2
COAL MINES - KY	0.25	1	0	3	0	0	4
NPDES - KY	0	1	0	0	0	0	1
SWF/LF - KY	0.5	0	0	0	1	0	1

6.2 Subject Property Listings

The Subject Property was listed on the following regulatory databases.

Subject Property Summary

Database	Site Name	Address	Dist. (mi) / Dir.	Elev. diff. (ft)	Comments
COAL MINES - KY	B & H Coal Co Inc / Martin County Coal Corp	37.790277, -82.555, KY	-	0	See Below
FRS	W B PREECE #5622	KY	-	0	See Below
MINES	MTR Surface Mine	37.794166, -82.534444, KY	-	0	See Below

Database	Site Name	Address	Dist. (mi) / Dir.	Elev. diff. (ft)	Comments
ECHO, FRS, ICIS, INACTIVE PCS, NPDES - KY, PCS FACILITY	JANICE MAYNARD RESIDENCE	JCT OF KY 908 & PARSONS BRANCH, INEZ, KY, 41224	-	0	Partially off-site, see below.
ECHO, HIST PCS ENF	WRIGHT RESIDENCE	37.796389, -82.526944, INEZ, KY, 41224	-	0	Partially off-site, see below.

B & H Coal Co Inc/ Martin County Coal Corp and MTR Surface Mine: The Subject Property historically operated as a coal mine. Refer to [Section 7.3](#) for mining information.

W B Preece (Southern Portion): W B Preece #5622 was listed under EPA registry ID 110045277927 with no further information. The coordinates of this listing coincide with a gas producing development well (KGS number 68631) that was drilled on parcel number 030-00-00-062.00 in December 1945. No abandonment or plugging date was provided. Based on the lack of reported violations, it is the opinion of the EP that the FRS listing does not represent a REC. Refer to [Section 7.2](#) for further discussion of oil/gas exploration and production on the Subject Property.

Janice Maynard Residence (Eastern Portion): This listing appears to be associated with parcel numbers 030-00-00-042.00 and 030-00-00-041.03, which are owned by the Maynard family and partially extend onto the eastern portion of the Subject Property. According to the database report, the residence has held a permit to discharge wastewater to Coldwater Creek since 2003. The database report further indicates that an oil/gas development well (KGS number 89725) was drilled on parcel 030-00-00-041.03 in June 1991 and "improperly abandoned" in August 1993. Although this parcel overlaps the Subject Property, the well and residence are situated more than 500 feet east of the Subject Property boundary. Given the distance relative to the Subject Property and considering the lack of violations associated with the discharge permits, these database listings and off-site well are not considered to represent a REC.

Wright Residence (Eastern Portion): This listing appears to be associated with parcel number 030-00-00-041.06, which is owned by Derrick and Rachel Wright. The residence is situated more than 500 feet east of the Subject Property boundary and was permitted as a private wastewater discharge facility from 2013 through 2018. No violations were reported associated with the historical permit. No abandonment or plugging date was provided. Given the distance relative to the Subject Property and considering the lack of violations associated with the discharge permit, the ECHO, HIST

PCS, and ENF listings do not represent a REC. Of note, a gas producing development well was plotted on the Subject Property within 75 feet of this parcel. According to the database report, the gas well was drilled in July 1930 (KGS number 68852) and replaced in July 1941 (KGS number 68741). Refer to [Section 7.2](#) for further discussion of oil/gas exploration and production on the Subject Property.

6.3 Surrounding Properties

Each surrounding property listing identified within the searched radius of the Subject Property was evaluated using the EP's judgement to determine its potential impact to the Subject Property. The distance of the listing from the Subject Property was included in ECT's evaluation, as well as the listing details, the regional topography, and the estimated groundwater flow. Based on ECT's evaluation, surrounding properties of potential environmental significance in relation to the Subject Property have been identified in the table below.

Surrounding Properties Summary

Database	Site Name	Address	Dist. (mi) / Dir.	Elev. diff. (ft)	Comments
COAL MINES - KY	Unicorn Mng - 1	37.777777, -82.551944	0.22/SSW	-147.6	See Below
COAL MINES - KY	Rifle Coal Co - 15	37.808333, -82.544444	0.24/N	-139.7	See Below
COAL MINES - KY, MINES	Meadow Branch Coal Corp - Mine 1, 1A, and 1B	37.786944, -82.572777	0.24/WSW	-306.7	See Below

Unicorn Mng - 1, Rifle Co - 15, and Meadow Branch Coal Corp - Mine 1, 1A, and 1B: Similar to the Subject Property, the north, west, and south surrounding properties historically operated as coal mines since the early 1980s. The mine statuses are listed as inactive or abandoned. According to regulatory information, Meadow Branch Coal Corp also operated a surface mine on the Subject Property in 1980. Refer to [Section 7.3](#) for on-site mining information.

6.4 Unmappable Properties

EnviroSite also provides an unmappable (or “orphan”) summary list which identifies properties that cannot be mapped due to poor or inadequate address information. None of the orphan sites identified by EnviroSite were determined to pose an environmental concern to the Subject Property.

7.0 Regulatory Agency Records Review

7.1 State Environmental Agency

ECT requested pertinent regulatory files associated with the restoration, reclamation, bond, land use restrictions, spills or incidents, and any other long term environmental impacts of the mining activity on and in the vicinity of the Subject Property. Records were requested from the Kentucky Energy and Environment Cabinet (KY EEC) via e-mail on July 6, 2023. No response has been received as of the date of this report. ECT reviewed readily available oil/gas and mining information, as further described in [Section 7.2](#) and [Section 7.3](#), respectively.

7.2 Oil and Gas Pipelines/Wells

ECT reviewed the National Pipeline Mapping System (NPMS) to evaluate if pipelines are located at the Subject Property. No pipelines are listed as being located on or within close proximity of the Subject Property. However, during reconnaissance, markers were seen denoting a natural gas pipeline traversing the central and eastern portion of the Subject Property. ECT reviewed the Kentucky Geological Survey (KGS)'s database on July 5, 2023 and determined this feature is a gathering line, which is a flowline used to transport product from individual wells to a storage feature or major pipeline. Refer to [Figure 2](#) for the location of these gathering lines.

According to the KGS, a total of 14 gas and/or oil wells were installed or permitted across the Subject Property between 1901 and 2020, including three dry and abandoned wells; one plugged gas well, one gas well, six oil wells, two combined oil/gas wells, and one permit that has not yet been drilled. These well types have been defined below.

- *Dry & abandoned* (D&A) refers to wells which are not a productive well or service well. The U.S. EPA defines a *dry hole* as "Any well that does not produce oil or gas in commercial quantities. A dry hole may flow water, gas, or even oil, but not enough to justify production."
- *Oil wells* refers to wells completed as oil (including abandoned producers).
- *Gas wells* refers to wells completed as gas (including abandoned producers).

Oil and gas exploration and production activities typically involve multiple centralized pits which receive produced fluids (i.e., brine), and/or drilling muds (i.e., "mud") from wells, leases, or fields. According to the U.S. EPA, these pits are known as brine disposal pits, mud disposal pits, or combined mud/brine disposal pits, and are defined as excavated or above-grade earthen impoundments

located away from oil/gas operations from which they receive brine and/or mud. These impoundments may be lined or unlined. Brine generally consists of injection water, oil, and salts. Drilling mud generally consists of a water or oil base mixed with soil cuttings. Both byproducts often contain elevated concentrations of crude oil, petroleum hydrocarbons, metals, and/or chloride. For the sake of brevity, these pits are collectively referred to as “disposal pits” throughout this report. While no evidence of disposal pits was visible in historical aerial images, the likelihood of these pits remains.

The oil/gas wells are further described in the following table.

KGS RECORD NUMBER	COORDINATES	LOCATION	TYPE	SOURCE	COMMENTS
68625	37.790157, -82.543645	Central Portion	Plugged Gas Well	KY EEC	Operator: Kentucky West Virginia Gas Co.; Completed 1943, plugged 1987.
68699	37.7968, -82.548143	North-central Portion	D&A	KY EEC	Operator: Triple S Drilling Co; Completed 1901, no plug date.
68606	37.791667, -82.553161	Central Portion	Oil Well	KY EEC	Operator: Warfield Natural Gas Co. ; Completed 1935, no plug date.
68654	37.79529, -82.538656	Eastern Portion	Gas Well	KY EEC	Operator: United Fuel Gas Co.; Completed 1901, no plug date.
68631 ³	37.784939, -82.548316	South-central Portion	Gas Well	KY EEC	Operator: Kentucky West Virginia Gas Co.; Completed 1945, no plug date.
138713	37.795906, -82.558684	Northwestern Portion	Combined Oil/ Gas Well	KY EEC	Operator: Leonard Hall; Completed 2009, no plug date.
68632	37.785488, -82.556794	Southwestern Portion	Gas Well	KY EEC	Operator: Kentucky West Virginia Gas Co.; Completed 1945, no plug date.
68407	37.781918, -82.544339	South-central Portion	Gas Well	KY EEC	Operator: Tug River Natural Gas Co.; Completed 1907, no plug date.
136835	37.804207, -82.546555	Northeastern portion	Combined Oil/Gas Well	KY EEC	Operator: Penn Virginia Oil & Gas Corp.; Completed 2020, no plug date.
68624	37.791667, -82.563721	Western Portion	D&A	KY EEC	Operator: Kentucky West Virginia Gas Co.; Completed 1956, no plug date.
68623	37.79164, -82.563739	Western portion	D&A	KY EEC	Operator: Warfield Natural Gas Co.; Completed 1956, no plug date.

3. Previously discussed in Section 6.2.

KGS RECORD NUMBER	COORDINATES	LOCATION	TYPE	SOURCE	COMMENTS
68741*	37.79529, -82.529919	Northwestern Portion	Gas Well	KY EEC	Operator: Warfield Natural Gas Co.; Completed 1941, no plug date.
139112	37.795416, -82.563625	Northwestern Portion	Permit	KY EEC	Operator: Leonard Hall; Permit only, no drill record.
138712	37.795296, -82.563735	Northwestern Portion	Gas Well	KY EEC	Operator: Leonard Hall; Completed 2009, no plug date. Significant staining present; refer to Section 9.6 .

Three D&A wells and one plugged gas well were recorded for the Subject Property. Additionally, the possibility of abandoned underground piping exists near the historical well locations. Given the extensive surface mining completed across the entirety of the Subject Property since the wells were installed and/or plugged, it is unlikely for any associated disposal pits to remain intact and pose a significant environmental concern. As a best management practice, the wells and any abandoned infrastructure should be located prior to development to minimize the possibility of damaging these features during construction activities.

The potential subsurface impact associated with ten oil and gas wells, including long term oil/gas exploration and production paired with the presence of stained and stressed vegetation observed during the site reconnaissance, represents a REC.

Copies of readily available oil/gas drilling records are included in the appendices ([Regulatory Agency Documentation](#)). The locations of the wells and AST with staining are noted on [Figures 2 and 3](#).

7.3 Mining and Mineral Exploration

According to the Kentucky Coal Mine Maps Mapping Information System, which was accessed on June 28, 2023, a large portion of the Subject Property and the surrounding area have been mined for coal through surface mining. A limited area in the eastern portion was listed as an underground mine on the Kentucky Government Maps Permitted Mine Boundaries data portal. The database report provided by EnviroSite lists one inactive surface mine and one abandoned surface mine on-site, as well as two inactive surface mines and one inactive/abandoned surface mine on adjoining properties. Information provided by KGS and KY EEC depicts a total of ten surface coal mines and two underground coal mines.

These mining types and other terminology are defined below, using US EPA definitions unless otherwise noted.

- Inactive mines are permits that have been reclaimed, forfeited, or abandoned.
- Surface Coal Mining Operations are defined as "activities conducted on the surface of lands in connection with a surface coal mine and surface impacts incident to an underground coal mine according to the Kentucky Statutes, Codes, and Regulations Section 350.010. The activities shall include excavation for the purpose of obtaining coal, including such common methods as contour, strip, auger, extended depth secondary recovery systems, mountaintop removal, box cut, open pit, and area mining, the use of explosives and blasting, and in situ distillation or retorting, leaching, or other chemical or physical processing, and cleaning, concentrating, or other processing or preparation, and the loading of coal at or near the mine site. Excavation for the purpose of obtaining coal includes extraction of coal from refuse piles.
- An underground coal mine is a mine at which coal is produced by tunneling into the earth to the coalbed, which is then mined with underground mining equipment such as cutting machines and continuous, longwall, and shortwall mining machines, and transported to the surface.
- Reclamation means the reconditioning of the area affected by surface coal mining operations under a plan approved by the cabinet.

Ms. Gina McGinnis and Mr. Joshua Baldwin, EEC Division of Reclamation and Enforcement representatives, were interviewed in June 2023 about reclamation details in Martin County, Kentucky. At that time, Ms. McGinnis and Mr. Baldwin stated typical reclamation practices involve removing highwalls, backfilling with imported clean fill material, achieving required grade, and vegetating the area to prevent erosion. Mine permits that have been released are no longer regulated by the Division of Reclamation and Enforcement. Reclamation of previously mined land does not guarantee any associated contamination has been evaluated or addressed.

A summary of the mines are provided below. The locations can be viewed on [Figures 2 and 3](#).

Permit Number or Mine ID	Date Issued	Mine Type	Acres	Entity	Bond Status
800043	4/30/1979	Surface	960.2	DANIEL CONSTRUCTION CO	Released
800059	8/21/1980	Surface	249.4	MEADOW BRANCH COAL CO	Released

Permit Number or Mine ID	Date Issued	Mine Type	Acres	Entity	Bond Status
800070	11/10/1980	Surface	198.9	SAARCAR COAL INC	Released
656771	Not Listed	Surface	69.8	Not Provided	Unkown
8800032	1/31/1985	Surface	1399.1	MARTIN COUNTY COAL CORPORATION	Released
8800043	7/29/1986	Surface	946.4	MARTIN COUNTY COAL CORPORATION	Released
8800067	12/9/1987	Surface	37.6	MARTIN COUNTY COAL CORPORATION	Released
8807002	9/7/1984	Surface	111.1	MARTIN COUNTY COAL CORPORATION	Released
8807026	10/6/2017	Surface	111.1	MARTIN COUNTY COAL LLC	Released
8807042	5/10/2018	Surface	114.4	LEXINGTON COAL COMPANY LLC	Active
8809002	3/7/2003	Underground	132.5	MARTIN COUNTY COAL CORPORATION	Released
8809004	4/4/2014	Underground	132.5	MARTIN COUNTY COAL CORPORATION	Released

As discussed in [Section 5](#), historical sources depict mining features such as disturbed land that has since been filled in, graded, and vegetated, indicating reclamation activities have commenced or completed. Furthermore, in an interview with Mr. Michael Blackburn, representative of Subject Property landowner Pocahontas Royalties LLC, he stated that he believes the land has been fully released from bond for 10-15 years, and that fill material was placed which led to the current topographic configuration being established decades ago.

Attempts were made to reach Ms. McGinnis and Mr. Baldwin to interview them about the on-site mining permits, however, no response has been received as of the date of this report. Although readily available data suggests all but one surface mine (permit number 8807042) were released from bond, no documentation confirming the reclamation processes was readily available online. An active surface mining permit for approximately 114.4 acres of land situated within the central portion of the Subject Property is registered to Lexington Coal Company LLC. Additionally, no information was provided associated with surface mining permit 656771. No indications of active surface mining activities were observed during the site visit; however, given that the permit remains active, surface mining operations could resume on this portion of the Subject Property.

Due to the extensive mining of the Subject Property and adjoining properties and the lack of documentation regarding groundwater monitoring or reclamation confirmation, the mining activity represents a REC.

8.0 Interviews

8.1 Past and Present Owners

According to the User, the Subject Property is owned by multiple landowners but represented in its entirety by Pocahontas Royalties LLC. ECT interviewed Mr. Michael Blackburn, representative for Pocahontas Royalties LLC via email on June 29, 2023. The responses generally indicated that the property is currently used for agricultural purposes and has previously been used for a surface coal mine, and he believes the land has been fully released from bond for 10-15 years. The landowner response has been summarized in the table below.

QUESTIONS	RESPONSE SUMMARY
How long have you owned and/or been affiliated with the property?	Since the early 1990s
What are the current uses of the property?	Agricultural land (hay and pastureland)
What are the past uses of the property?	Surface coal mine
What is the approximate age (or construction date) and size / square footage of current structure(s)?	None
If vacant or undeveloped, do you know of any prior improvements?	No
Are you aware of any current or previous well(s) and/or septic system(s)?	No
Do any utilities currently service the property?	No
Are you aware of any area of storage, used, generation or disposal of automotive, industrial, or agricultural chemicals, batteries, solvents, petroleum products, pesticides or related regulated chemicals?	No
Are you aware of any underground or aboveground storage tanks for any chemicals or petroleum products currently or historically located on the property?	No
Has the property been used as a waste landfill, dump, or disposal site?	No
Are you aware of any fill material that has been placed on the property?	Yes, in the mining process decades ago, the current topographic configuration was established.
Are you aware of any current or former oil or gas wells, or associated tanks / pipelines on the property?	Yes, gas wells
Are you aware of any current or former (i.e., filled) pits, ponds, or lagoons located on the property?	Prior sediment control structures
Are you aware of any past cattle dipping vats on the property?	No
Are you aware of any former or current biosolid application? If yes, please describe location(s) and years of application.	No
Are you aware of any petroleum or hazardous waste discharges or releases to the environment, or contamination impacts to the property's soil, groundwater, or surface waters?	No
Are you aware of any leases or easements on the property? If yes, please list.	Season-to-season farm lease

QUESTIONS	RESPONSE SUMMARY
Are you aware of any pending, threatened, or past environmental litigation, proceedings, or notices of possible violations of environmental laws or liability, or potential environmental concerns in connection with the property?	No
Are you aware of any past environmental assessment report(s) prepared for the property?	No

Additional landowner interview notes and completed questionnaires are included in the appendices ([Owner Interview Documentation](#)).

8.2 State and/or Local Government Officials

The following state and/or local government officials were interviewed as part of this assessment:

Agency:	Martin County Health Department
Contact Name:	Not Specified
Title:	Not Specified
Method:	Emails on June 29, July 6 and July 7, 2023
Comments:	Records were requested regarding any wells, septic systems, storage tanks, releases or incidents involving hazardous substances and/or petroleum products, historical or active landfills, dumping of materials, remediation sites, migrating contamination, and/or any other environmentally sensitive records for the Subject Property and the vicinity. No response has been received as of the date of this report.

Agency:	Inez Fire and Rescue
Contact Name:	Not Specified
Title:	Not Specified
Method:	Emails on June 29, July 6 and July 7, 2023
Comments:	Records were requested regarding any fires, storage tanks, releases or incidents involving hazardous substances and/or petroleum products, historical or active landfills, dumping of materials, remediation sites, migrating contamination, and/or any other environmentally sensitive records for the Subject Property and the vicinity. No response has been received as of the date of this report.

Agency:	Pigeon Roost Fire Station
Contact Name:	Mr. Eric Jude
Title:	Not Specified
Method:	Emails on June 29 and July 5, 2023
Comments:	Records were requested regarding any fires, storage tanks, releases or incidents involving hazardous substances and/or petroleum products, historical or active landfills, dumping of materials, remediation sites, migrating contamination, and/or any other environmentally sensitive records for the Subject Property and the vicinity. Mr. Jude responded that to his knowledge, there are no records available for the Subject Property.

Copies of state and/or local government correspondence and any provided documents are included in the appendices ([State/Local Interview Documentation](#)).

9.0 Site Reconnaissance

RECONNAISSANCE OVERVIEW	
Site Reconnaissance Date:	June 27 and 28, 2023
ECT Assessor(s) Name & Title:	Mr. Sam Lucente, Project Manager
Escort & Relationship to Property:	None
Methodology:	Automobile reconnaissance via public roadways and available access roads with closer walkovers of identified areas of environmental interest unless otherwise disclosed as a limiting condition (see below; refer to Section 2.5).
Access Limitations:	Densely wooded vegetation and grassland coverage; poor road conditions from recent rain events
SUBJECT PROPERTY CONDITIONS	
Weather:	70°F and Sunny
General Topography:	Primarily mountainous with rolling topography and sections of steep topography
Current Use:	Reclaimed mine with wooded land and grassland vegetation that is part of a recreational hunting lease; oil/gas production
Areas of Environmental Interest:	Oil/gas wells and AST with staining
Roads and Corridors:	Multiple interconnected private access roads throughout the Subject Property; New Route 3 to the west; Walnut Fork Road and Coldwater Road to the east.
Other Transportation Corridors:	A natural gas pipeline traversing the central and eastern portions of the Subject Property

In accordance with ASTM E2247-16, the EP conducted a review of aerial photographs, regulatory records, and information obtained from interviews prior to the completion of the reconnaissance. Based on the EP’s review of these data sources, areas of environmental interest (if any) were identified and discussed with field personnel prior to the reconnaissance. The EP was in contact with field personnel, who transmitted photographs, video recordings, and/or live video feed, during the reconnaissance, and provided further guidance as necessary.

9.1 Subject Property Reconnaissance Summary

Field observations, as noted in the table below, are included on [Figure 2](#). Photographs taken during the reconnaissance are provided in the appendices ([Photographic Documentation](#)).

OBSERVATION	YES	NO
Hazardous Substances and/or Petroleum Products in Connection with Property Use	✓	☐
Hazardous Substances and/or Petroleum Products not in Connection with Property Use	☐	✓

OBSERVATION	YES	NO
Aboveground Storage Tanks (ASTs)	✓	☐
Underground Storage Tanks (USTs), vent pipes, fill pipes, or access ways indicating USTs may be present	☐	✓
Unidentified Substance Containers	☐	✓
Strong, Pungent, or Noxious Odors	☐	✓
Drains, Sumps, Clarifiers, or Pools of Liquid	☐	✓
Electrical or Hydraulic Equipment Likely to Contain Fluids	☐	✓
Stained Soil or Pavement	✓	☐
Pits, Ponds, Ditches, Streams, or Lagoons	☐	✓
Stained or Stressed Vegetation	✓	☐
Solid Waste Disposal	☐	✓
Evidence of Fill Materials or Dumping of Debris	☐	✓
Wastewater or Storm Water Discharges	☐	✓
Wells	✓	☐
Septic Systems	☐	✓
Other	☐	✓

9.2 Observed Hazardous Substances and/or Petroleum Products

9.2.1 In Connection with Property Use

As previously discussed in [Section 7.2](#), 13 oil/gas wells (up to nine current and four abandoned/plugged) and associated buried gathering line exist within the limits of the Subject Property. Staining or stressed vegetation observed on-site is described in [Section 9.7](#).

9.3 Aboveground Storage Tanks

At the time of the inspection, one (1) 2,000-gallon poly AST was observed alongside an on-site oil/gas well (KGS #138712). The tank appeared to be empty with unknown former contents; however, significant oil staining and stressed vegetation was observed on the ground surface surrounding the base of the AST. Refer to [Section 9.1](#) for additional information.

9.4 Underground Storage Tanks

No evidence of USTs was observed on the Subject Property during the site reconnaissance; however, an Exxon Mobil gas station with several UST was observed approximately 0.28 miles west of the Subject property along New Route 3. Given the proximity in relation to the Subject Property, the gas station is not considered a REC.

9.5 Electrical or Hydraulic Equipment Likely to Contain Fluids

In the United States, PCBs were commercially manufactured from 1929 until production was banned in 1979 by the Toxic Substances Control Act (TSCA). Due to their non-flammability, chemical stability, high boiling point and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications, such as electrical, heat transfer, and hydraulic equipment, such as transformers, elevators, and hydraulic lifts.

No electrical or hydraulic equipment likely to contain fluids was observed on the Subject Property during the site reconnaissance; however, numerous pole-mounted transformers were observed along the western, northern and eastern adjoining properties. All transformers appeared in good condition with no evidence of staining. Based on the field observations, no evidence of a REC was identified associated with the electrical equipment.

9.6 Stained Soil or Pavement

As previously mentioned, significant oil staining with stressed vegetation was observed beneath the empty 2,000-gallon poly AST along the western portion of the Subject Property. The staining and stressed vegetation was approximately 3-feet by 10-feet leading down gradient.

The oil/gas wells are discussed in [Section 7.2](#) and the stressed vegetation is discussed in [Section 9.7](#).

9.7 Stained or Stressed Vegetation

As previously mentioned, stressed vegetation was observed surrounding the stained area beneath the AST situated near the oil/gas well on the western portion of the Subject Property. In addition, stressed vegetation was observed surrounding an oil/gas well at another location along the western portion of the Subject Property.

The oil/gas wells are discussed in [Section 7.2](#) and the stained soil is discussed in [Section 9.6](#).

9.8 Wells

At the time of the inspection, two (2) oil/gas wells were observed on the western portion of the Subject Property. There is a potential for twelve oil/gas wells to remain on the Subject Property; however, no other wells were observed during the site visit. As previously discussed in [Section 2.5](#), dense vegetation and poor road conditions may have occluded ECT's view of any remaining surface features. Refer to [Section 7.2](#) for additional information on oil/gas exploration and production at the Subject Property.

9.9 Other Field Observations

At the time of the inspection, one (1) steel outbuilding and multiple hunting blinds were observed across the Subject Property for leased recreational hunting. ECT did not access the interior of the steel outbuilding during the site visit. Given their uses and lack of evidence of environmental impact surrounding the structures, these observations are not indicative of a REC.

10.0 Non-Scope Considerations

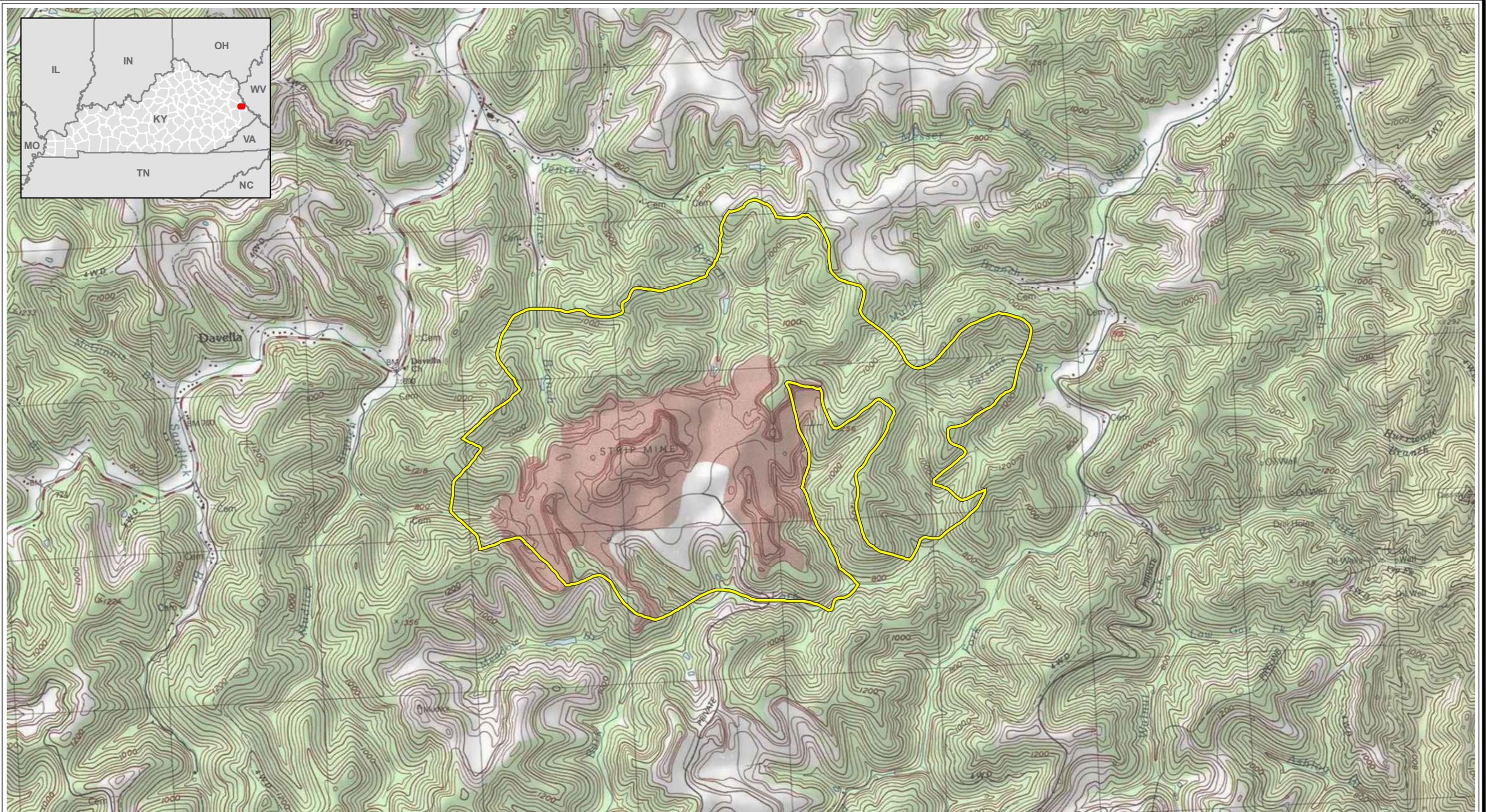
No non-scope considerations as defined in Appendix X5 of ASTM E2247-16 were included as part of this assessment.

11.0 References

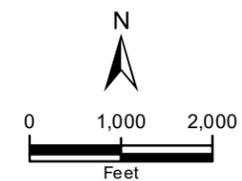
REFERENCED ITEM OR AGENCY	PUBLICATION OR INQUIRY DATE(S)	SOURCE
Aerial Photographs	June 27, 2023	EnviroSite
	November 15, 2020	Google Earth™
Depth to Groundwater Information	July 6, 2023	USGS-NWIS
Environmental Lien/AUL Search	July 7-11, 2024	Not Provided
Fire Department(s)	June 29 and July 5, 2023	Pigeon Roost Fire Station
	June 29, July 5, and July 7, 2023	Inez Fire and Rescue
Geology Information	July 5, 2023	USGS
Health Department(s)	June 29, July 5, and July 7, 2023	Martin County Health Department
Mining Information	July 5, 2023	KGS
Oil and Gas Authority	July 5, 2023	KGS
Owner(s), Key Site Manager(s), and/or Occupant Interviews	June 29, 2023	Mr. Michael Blackburn for Pocahontas Royalties LLC; refer to Section 8.1
Physiographic Information	July 5, 2023	EPA
Pipeline Information	July 5, 2023	NPMS
Regulatory Database Report	June 26, 2023	EnviroSite
Soils Information	July 5, 2023	USDA-NRCS
Standard Practice	2016	ASTM Standard E2247-16, <i>Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property</i>
State Environmental Agency	July 6, 2023	KY EEC
Topographic Maps	July 6, 2023	EnviroSite
Topographic Map (current)	2022	USGS (<i>Inez, Kentucky</i>)
User Interview	Not Provided	Not Provided

Appendix A

Figures



Project Boundary (± 1,396.76 Ac.)



Base Layer: USGS 7.5-minute Quadrangle Inez, KY

Figure 1
USGS Topographic Map

Lynn Bark Energy Center
Martin County, KY

Date: 7/7/2023



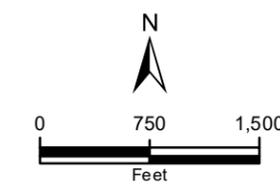
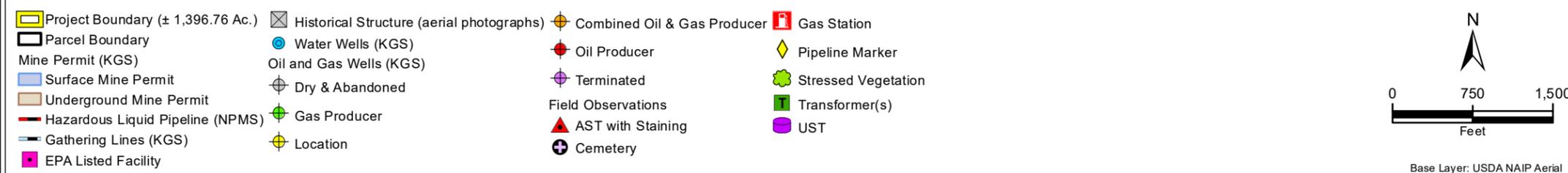
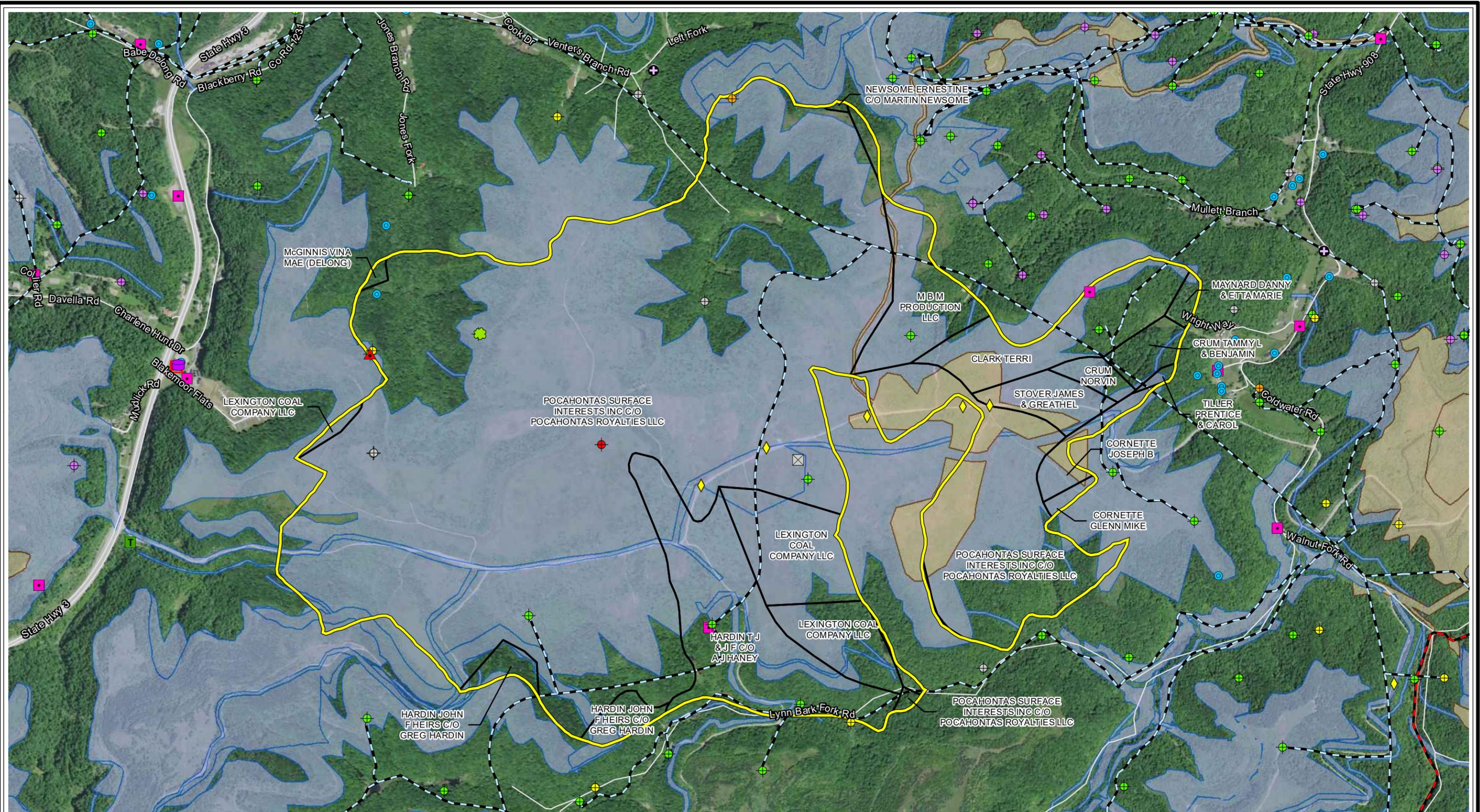


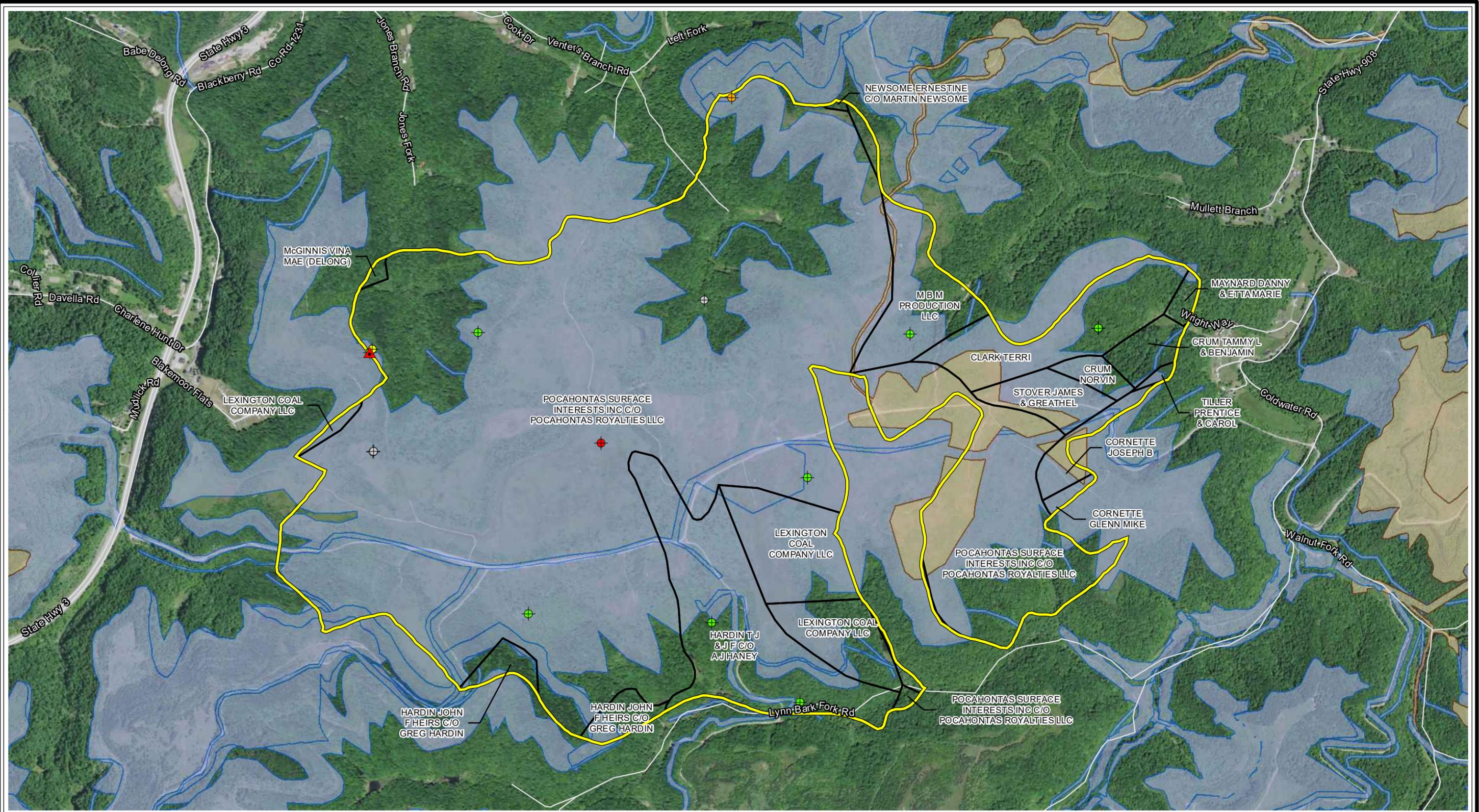
Figure 2
Subject Property Overview

Lynn Bark Energy Center
Martin County, KY

Date: 7/7/2023

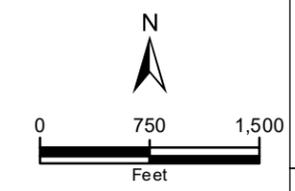
Base Layer: USDA NAIP Aerial





- Project Boundary (± 1,396.76 Ac.)
- Parcel Boundary
- Mine Permit (KGS)
- Surface Mine Permit
- Underground Mine Permit
- ⊕ Oil and Gas Wells (KGS)
- ⊕ Dry & Abandoned
- ⊕ Gas Producer
- ⊕ Location
- ⊕ Combined Oil & Gas Producer
- ⊕ Oil Producer

- Field Observations
- ▲ AST with Staining



Base Layer: USDA NAIP Aerial

Figure 3
REC Location Map

Lynn Bark Energy Center
Martin County, KY

Date: 7/7/2023



Appendix B

User Provided Information



USER QUESTIONNAIRE

To qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must provide the following information (if available) to the environmental professional. **Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.**

Project Name: _____

County(ies) & State: _____

1. ENVIRONMENTAL LIENS

Did a search of recorded land title records (or judicial records where appropriate¹) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law?

NO **YES** **Date of Search:** _____

2. ACTIVITY AND USE LIMITATIONS (AULs)

Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law?

NO **YES** **Date of Search:** _____

3. SPECIALIZED KNOWLEDGE OR EXPERIENCE

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

NO **YES** **If yes, explain.** _____

¹ In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.



> ectinc.com

4. PURCHASE PRICE & FAIR MARKET VALUE

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

NO **YES** **If no, explain.** _____

LEASE?

5. COMMONLY KNOWN INFORMATION

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? *For example, do you know the past uses of the property? Do you know if specific chemicals that are present or once were present at the property? Do you know of spills or other chemical releases that have taken place at the property? Do you know of any environmental cleanups that have taken place at the property?*

NO **YES** **If yes, explain.** _____

6. DEGREE OF OBVIOUSNESS

Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

NO **YES** **If yes, explain.** _____

Completed By: _____ **Title:** _____

Signature: _____ **USER ENTITY:** _____

Date: _____ **Reason for Phase I:** _____

Other Reliance Entities: _____

Appendix C

Environmental Lien/AUL Searches

PAGE	PARCEL ID
1	030-00-00-040.00
3	030-00-00-045.01
9	030-00-00-045.00
15	030-00-00-041.10
21	030-00-00-041.09
27	021-00-00-040.00
29	030-00-00-062.00
31	021-00-00-032.00
33	030-00-00-059.00
35	030-00-00-060.00
37	030-00-00-061.00
39	030-00-00-002.00
41	030-00-00-041.03
43	021-00-00-015.00
48	030-00-00-067.00
50	030-00-00-041.11
56	030-00-00-063.00
58	030-00-00-041.02
60	030-00-00-044.00
62	DEED: 030-00-00-002.00
75	DEED: 030-00-00-063.00
105	DEED: 030-00-00-041.02
118	DEED: 030-00-00-044.00

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397L

Subject Property Address: Tax Parcel No. 030-00-00-040.00, Martin
County, KY.

Current Owner of Record: Terri Clark

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397L

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-040.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-040.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LA

Subject Property Address: Tax Parcel No. 030-00-00-045.01, Martin
County, KY.

Current Owner of Record: Glenn Mike Cornette

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LA

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-045.01, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-045.01, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

DEED

THIS DEED OF CONVEYANCE, made and entered into this the 5th day of February, 2017, by and between **GLENN H. CORNETTE and SHIRLEY CORNETTE, husband and wife**, having an address of 71 Glenn Road, Inez, KY 41224; parties of the first part, **GRANTORS**; and **GLENN MIKE CORNETTE, a single man**, having an address of P.O. Box 945, Inez, KY 41224, party of the second part, **GRANTEE**.

WITNESSETH: For and in consideration of the love and affection the Grantors have for the Grantee, the same being their son, the receipt and sufficiency of which is hereby acknowledged by the parties, this being the full and complete consideration for this conveyance, **GRANTORS** do hereby bargain, sell, grant, and convey unto **GRANTEE**, her heirs, assigns, and successors in interest forever, the following described real estate, excluding all mineral, located in Martin County, Kentucky, and more particularly described as follows:

Beginning at a metal stake on Coldwater Creek and running with the line of the property this day conveyed to Deloris Maynard; thence up Little Parson Branch approximately 1500' to a metal stake; thence turning south and running up the hill to a point approximately 207' to a stake; thence turning east and running downhill 1700' to a metal stake at Coldwater Creek; thence turning north and running 265' with the creek edge to a metal stake at the corner of the property this day conveyed to Deloris Maynard.

The Grantee is granted a 12' right of way to access the other tracts of property being conveyed to her siblings.

The parties hereto acknowledge and agree that in the event the Grantee should desire to sell the property herein conveyed, he shall first offer same to his siblings at a fair market price.

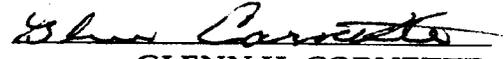
Being a portion of the same property conveyed to Glen Cornett by deed from Burbridge Cornett, widower, dated May 30, 1969, of record in Deed Book 65, Page 27, records of the Martin County Court Clerk's Office.

TO HAVE AND TO HOLD the above-described real property, together with all of the rights, privileges, appurtenances, and improvements, unto **GRANTEE**, his personal representatives, heirs, assigns, and successors in interest forever, with

covenants of **General Warranty**.

Further provided, however, that the above-described real property is conveyed subject to any and all valid and existing conditions, covenants, easements, limitations, reservations, and restrictions as may appear of record within the chain of title thereof.

IN TESTIMONY WHEREOF, GRANTORS have executed this DEED OF CONVEYANCE as of the date set forth above.


GLENN H. CORNETTE,
GRANTOR

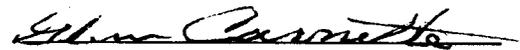

SHIRLEY CORNETTE,
GRANTOR

**AFFIDAVIT OF VALUE &
CONSIDERATION CERTIFICATE**

Under penalties of fine and imprisonment as provided by law, the undersigned hereby swear and affirm that the total consideration for the property being transferred is the love and affection the Grantors have for the Grantee. The undersigned further swear and affirm that the fair market value of the property conveyed hereby is approximately \$ 500.00.

The Grantee states that, pursuant to KRS 382.135(c), the following in-care-of address to which the tax bill for the year in which this above-described property is transferred may be sent is: Glenn Mike Cornette, P.O. Box 945, Inez, KY 41224.

IN TESTIMONY WHEREOF, GRANTORS and GRANTEE have executed this AFFIDAVIT OF VALUE & CONSIDERATION CERTIFICATE, as of the date set forth above, for the purpose of affirming the consideration and/or value of the property conveyed hereby.


GLENN H. CORNETTE,
GRANTOR

Shirley Cornette
SHIRLEY CORNETTE,
GRANTOR

Glenn M. Cornette
GLENN MIKE CORNETTE,
GRANTEE

STATE OF KENTUCKY}

ACKNOWLEDGMENT

COUNTY OF Martin }

I, Rita Fitch, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed and Affidavit of Value and Consideration Certificate was this day produced to me in my said county and state and acknowledged, subscribed and sworn to before me by Glenn H. Cornette and Shirley Cornette to be the free act and voluntary deed of each of them.

Given under my hand this the 5th day of February, 2017.

My commission expires: 4/25/20.

Rita Fitch
NOTARY PUBLIC

STATE OF KENTUCKY

ACKNOWLEDGMENT

COUNTY OF Martin

I, Rita Fitch, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Affidavit of Value and Consideration Certificate was this day produced to me in my said county and state and acknowledged, subscribed and sworn to before me by Glenn Mike Cornette, to be his free act and voluntary deed.

Given under my hand this the 5th day of February, 2017.

My commission expires: 4/25/20

Rita Fitch
NOTARY PUBLIC

****Description provided by Grantors****

THIS INSTRUMENT PREPARED
WITHOUT TITLE EXAMINATION BY:

R Eric Mills

Hon. R. Eric Mills
Attorney at Law
P.O. Box 2057, Inez, KY 41224

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LB

Subject Property Address: Tax Parcel No. 030-00-00-045.00, Martin
County, KY.

Current Owner of Record: Joseph B. Cornette

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LB

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-045.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-045.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

DEED

THIS DEED OF CONVEYANCE, made and entered into this the 5th day of February, 2017, by and between GLENN H. CORNETTE and SHIRLEY CORNETTE, husband and wife, having an address of 71 Glenn Road, Inez, KY 41224; parties of the first part, GRANTORS; and JOSEPH B. CORNETTE, a single person, having an address of 88 Quail Hollow Apt. 126, Inez, KY 41224, party of the second part, GRANTEE.

WITNESSETH: For and in consideration of the love and affection the Grantors have for the Grantee, the same being their son, the receipt and sufficiency of which is hereby acknowledged by the parties, this being the full and complete consideration for this conveyance, GRANTORS do hereby bargain, sell, grant, and convey unto GRANTEE, his heirs, assigns, and successors in interest forever, the following described real estate located in Martin County, Kentucky, and more particularly described as follows:

Beginning at Coldwater Creek at a walnut tree on the property line of Prentis Tiller; thence turning west with Prentis Tiller's line up the hill approximately 1062' to a metal stake; thence turning south down the hill to the center of the branch in Little Parson Branch; thence turning east and running with the branch approximately 1062 ft. to Coldwater Creek, the point of beginning.

The Grantee is granted a 12' right of way to access the other tracts of property being conveyed to his siblings.

The Grantors also convey to the Grantee all the mineral in, on, or under the entire tract of property described in Deed Book 65, Page 27, records of the Martin County Court Clerk's Office.

The parties hereto acknowledge and agree that in the event the Grantee should desire to sell the property herein conveyed, he shall first offer same to his siblings at a fair market price.

Being a portion of the same property conveyed to Glen Cornett by deed from Burbridge Cornett, widower, dated May 30, 1969, of record in Deed Book 65, Page 27, records of the Martin County Court Clerk's Office.

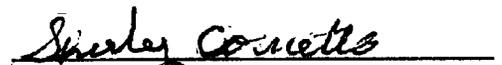
TO HAVE AND TO HOLD the above-described real property, together with all of the rights, privileges, appurtenances, and improvements, unto GRANTEE, his personal representatives, heirs, assigns, and successors in interest forever, with covenants of **General Warranty**.

Further provided, however, that the above-described real property is conveyed subject to any and all valid and existing conditions, covenants, easements, limitations, reservations, and restrictions as may appear of record within the chain of title thereof.

IN TESTIMONY WHEREOF, GRANTORS have executed this DEED OF CONVEYANCE as of the date set forth above.



GLENN H. CORNETTE,
GRANTOR



SHIRLEY CORNETTE,
GRANTOR

**AFFIDAVIT OF VALUE &
CONSIDERATION CERTIFICATE**

Under penalties of fine and imprisonment as provided by law, the undersigned hereby swear and affirm that the total consideration for the property being transferred is the love and affection the Grantors have for the Grantee. The undersigned further swear and affirm that the fair market value of the property conveyed hereby is approximately \$ 500.00.

The Grantee states that, pursuant to KRS 382.135(c), the following in-care-of address to which the tax bill for the year in which this above-described property is transferred may be sent is: Joseph B. Cornette, 88 Quail Hollow Apt. 126, Inez, KY 41224.

IN TESTIMONY WHEREOF, GRANTORS and GRANTEE have executed this AFFIDAVIT OF VALUE & CONSIDERATION CERTIFICATE, as of the date set forth above, for the purpose of affirming the consideration and/or value of the property conveyed hereby.

Glenn Cornette
GLENN H. CORNETTE,
GRANTOR

Shirley Cornette
SHIRLEY CORNETTE,
GRANTOR

Joseph B. Cornette
JOSEPH B. CORNETTE,
GRANTEE

STATE OF KENTUCKY)

ACKNOWLEDGMENT

COUNTY OF Martin }

I, Rita Fitch, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed and Consideration Certificate was this day produced to me in my said county and state and acknowledged, subscribed and sworn to before me by Glenn H. Cornette and Shirley Cornette to be the free act and voluntary deed of each of them.

Given under my hand this the 5th day of February, 2017.

My commission expires: 4/25/20.

Rita Fitch
NOTARY PUBLIC

STATE OF KENTUCKY

ACKNOWLEDGMENT

COUNTY OF Martin

I, Rita Fitch, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed and Consideration Certificate was this day produced to me in my said county and state and acknowledged, subscribed and sworn to before me by Joseph B. Cornette, to be his free act and voluntary deed.

Given under my hand this the 5th day of February, 2017.

My commission expires: 4/25/20

Rita Fitch
NOTARY PUBLIC

****Description provided by Grantors****

THIS INSTRUMENT PREPARED
WITHOUT TITLE EXAMINATION BY:

R Eric Mills

Hon. R. Eric Mills, Attorney at Law
P.O. Box 2057
Inez, KY 41224

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LC

Subject Property Address: Tax Parcel No. 030-00-00-041.10, Martin
County, KY.

Current Owner of Record: Norvin Crum

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LC

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-041.10, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-041.10, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into this 31st day of March, 2016, by and between William Crum, widowed, of PO Box 208, Inez, Ky. 41224 GRANTOR; and Norvin Crum, married, of PO Box 208, Inez, Kentucky, 41224, GRANTEE. (In care of: Norvin Crum, married, of PO Box 208, Inez, Kentucky, 41224)

WITNESSETH: That for and in consideration for the sum of \$1.00, payment and receipt of which is hereby acknowledged, and other good and valuable consideration, the Grantor does hereby bargain, sell, grant and convey unto the Grantee, his successors and assigns, in fee simple forever all of their right, title and interest in and to the following described portion of real property, lying and being in Martin County, Kentucky and more particularly described as follows:

Starting at a stake on left side of Wright Way gravel road following Louise Collins property line straight down the hill to a branch; thence crossing the branch to an orange stake; thence running along Ben Crum's property line to a second orange stake; thence turning right and following Elmer Patton's line up to Wright Way gravel road following Louise Collin's Property line up the mountain to the top of the ridge; thence turning left following the ridge to Pocahontas Land Company's property line to Wright Way gravel road; thence turning left following the gravel road back out and ending at Louise Collins property line.

Being the same property conveyed to William Crum, and said being recorded in Deed Book 191, page 710 in record in the Martin County Clerk's Office.

TO HAVE AND TO HOLD, the above-described real property together with all of the rights, privileges, appurtenances, and improvements thereunto belonging or in anywise appertaining unto the Grantee, his heirs and assigns forever with covenants of General Warranty.

IN TESTIMONY WHEREOF Grantor has hereunto set his hands this the 31st day of March, 2016.

William Crum
WILLIAM CRUM, GRANTOR

STATE OF KENTUCKY
COUNTY OF MARTIN

THE FOREGOING DEED OF CONVEYANCE was produced, sworn and acknowledged before me, a NOTARY PUBLIC, by WILLIAM CRUM to be his true act and deed on this the 31st day of March, 2016.

Alisa Hou
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10-28-17

CONSIDERATION CERTIFICATE

We, the undersigned, being the Grantor and Grantees, hereby state that the herein property has been conveyed for and in consideration of the sum of \$1.00 from Grantor to Grantee. We further state that the fair market value of the herein property is \$9,757.⁵⁰. We further acknowledge that we understand that any falsification of the stated consideration or purchase price of this property is a Class D Felony and punishable by fine of up to \$10,000.00 and/or imprisonment of up to 5 years.

William Crum
WILLIAM CRUM, GRANTOR

Norvin Crum
NORVIN CRUM, GRANTEE

STATE OF KENTUCKY
COUNTY OF MARTIN

THE FOREGOING CONSIDERATION CERTIFICATE was produced, sworn and acknowledged before me, a NOTARY PUBLIC, by WILLIAM CRUM on this the 31st day of March, 2016.

Christy Lupton
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-16-2017

STATE OF KENTUCKY
COUNTY OF MARTIN

THE FOREGOING CONSIDERATION CERTIFICATE was produced, sworn and acknowledged before me, a NOTARY PUBLIC, by NORVIN CRUM on this the 31st day of March, 2016.

Christy Lupton
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-16-2017

STATE OF KENTUCKY
COUNTY OF MARTIN

I Susie Skyles, Clerk of the County Court of the County and State aforesaid, certify that the foregoing deed William Crum, Grantor to Norvin Crum, Grantee was on the 4 day of April, 2016 lodged in my office for record and that it, the foregoing and this certificate have been duly recorded in my said office.

IN TESTIMONY WHEREOF witness my hand this 5 day of April, 2016.

WITNESS my hand this 5 day of April, 2016.

Susie Skyles CLERK
BY: Karen Skyles D.C.

THIS DEED OF CONVEYANCE WAS PREPARED BY THE UNDERSIGNED UPON THE REQUEST OF THE GRANTOR(S) AND/OR GRANTEE(S). NO TITLE ABSTRACT WAS REQUESTED BY THE GRANTEE(S) AND /OR GRANTOR(S) AND THEREFORE, NONE WAS CONDUCTED. AS NO TITLE ABSTRACT WAS PERFORMED BY THE UNDERSIGNED, THE UNDERSIGNED HAS NO OPINION AS TO THE VALIDITY OF THE TITLE OF THE SUBJECT PROPERTY OR THE GRANTOR(S) INTEREST THEREIN. FURTHERMORE, THE PROPERTY DESCRIPTION FOR THE PORTION OF THE PROPERTY CONVEYED HEREIN WAS PROVIDED BY THE GRANTORS AND/OR GRANTEE(S).

THIS INSTRUMENT WAS PREPARED BY:



Hon. Christy Smith Grayson
Grayson Law Office
P.O. Box 2186
Inez, Kentucky 41224
Phone: (606) 298-1020
Fax: (606) 298-1040

DOCUMENT NO: 68872
RECORD#: 04/11/04 04:24:15 5174788 PD
TOTAL FEE: \$28.26
TRANSFER FEE: \$9.00
COUNTY CLERK: SUSIE BRILES
DEPUTY CLERK: KOURTNEY
COUNTY: MARTIN COUNTY

BOOK: 0152 PAGES: 45 - 52

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LD

Subject Property Address: Tax Parcel No. 030-00-00-041.09, Martin
County, KY.

Current Owner of Record: Tammy Lynn Crum & Benjamin Crum

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LD

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-041.09, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-041.09, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

THIS DEED of conveyance made and entered into this 11th day of Dec, 2020

by and between ELMER VERNON PATTON, single, Box 974, Inez, KY 41224, GRANTOR,
and TAMMY LYNN CRUM and BENJAMIN CRUM, her husband, 224 Parsons Branch, Inez,
KY 41224, GRANTEES.

WITNESSETH:

That for and in consideration of the love and affection which the Grantor has for the
Grantees, the Grantor does hereby convey unto the Grantees all of his right, title, and interest in
and to the following described tracts or parcels of land lying and being in Martin County,
Kentucky.

DESCRIPTION:

TRACT I

Starting at the creek next to the branch and running
up the branch to an orange stake; thence turning left
and running a distance of sixty-six feet and eight and a half
inches to the second metal orange stake; thence
turning right and running one hundred and six
feet and five inches to the third metal orange stake;
thence turning left and running up the hill one
hundred and fifty five feet and five inches
following along Elmer Patton property line to a
birch tree; thence turning right and running along
Elmer Patton's property line to the Pocahontas
land companies line; thence turning left and
running along Pocahontas land companies line up
the hill to the top of the ridge; thence turning left
and running along the ridge all the way to the
creek; thence turning left and running with the
creek back to the point of beginning.

TRACT II

BEGINNING at a stake at the corner of
Norvin Crum's line and Benjamin Crum's
line and thence running approximately 65

feet from Parsons' Branch with Norvin Crum's line and Benjamin Crum's line; thence turning right and running approximately 97 feet with Norvin Crum's line and Benjamin Crum's line; thence turning right and running approximately 60.6 feet with Elmer Patton's line and Norvin Crum's line; thence turning right and running approximately 97 feet with Norvin Crum's line along Parson's Branch, back to the point of beginning.

AND BEING the same property received by the Grantor herein by Deed dated 7/26/16 and recorded in Deed Book 193, page 44 in the office of the Martin County Court Clerk.

The tax bill should be sent to Tammy Lynn Crum and Benjamin Crum, 224 Parsons Branch, Inez, KY 41224.

TO HAVE AND TO HOLD unto the Grantees, their heirs and assigns forever, with covenants of General Warranty.

IN TESTIMONY WHEREOF, witness my hand the first date above written.

Elmer V. Patton
ELMER VERNON PATTON

STATE OF KENTUCKY
COUNTY OF MARTIN

I, *Rita Stafford*, a notary public in and for the county and state aforesaid, do hereby certify that the foregoing Deed from Elmer Vernon Patton to Tammy Lynn Crum and Benjamin Crum was this day produced and acknowledged before me by Elmer Vernon Patton to be his true act and deed.

WITNESS MY HAND this *11th* day of *Dec.*, 2020.

Rita Stafford
NOTARY PUBLIC

My commission expires: *6/24/23*

We, Elmer Vernon Patton, Grantor, and Tammy Lynn Crum and Benjamin Crum, Grantees, do hereby certify that there has been no consideration paid for the above-described property due to the fact that it is a gift from the Grantor unto the Grantees. We certify that the fair market value of said property is \$1,000. We further certify our understanding that falsification of the stated consideration or sale price of said property is a Class D Felony, subject to one to five years imprisonment, and fines up to \$10,000.

Elmer V. Patton
ELMER VERNON PATTON

STATE OF KENTUCKY
COUNTY OF MARTIN

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by Elmer Vernon Patton this 11th day of Dec, 2020 to be his true act and deed.

Rita Stafford
NOTARY PUBLIC

My commission expires: 6/24/23

Tammy L. Crum
TAMMY LYNN CRUM

Benjamin F. Crum
BENJAMIN CRUM

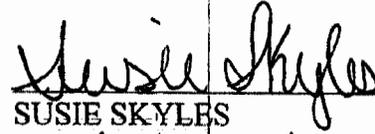
STATE OF KENTUCKY
COUNTY OF MARTIN

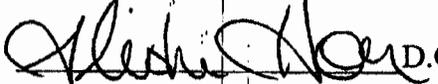
SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by Tammy Lynn Crum and Benjamin Crum this 11th day of Dec, 2020 to be their true act and deed.

Rita Stafford
NOTARY PUBLIC

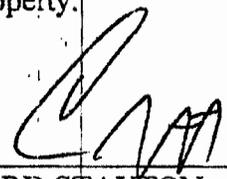
My commission expires: 6/24/23

STATE OF KENTUCKY
COUNTY OF MARTIN

 CLERK
SUSIE SKYLES

BY:  D.C.

This instrument was prepared by Leonard J. Stayton, Attorney at Law, P.O. Box 1386, Inez, KY 41224. Since no abstract or title check has been made, the undersigned attorney has no opinion as to the validity of the title to the hereinabove described property.



LEONARD STAYTON
ATTORNEY AT LAW
P.O. BOX 1386
INEZ, KY 41224
(606) 298-5117

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LE

Subject Property Address: Tax Parcel No. 021-00-00-040.00, Martin
County, KY.

Current Owner of Record: Heirs of John F. Hardin

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LE

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 021-00-00-040.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 021-00-00-040.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LF

Subject Property Address: Tax Parcel No. 030-00-00-062.00, Martin
County, KY.

Current Owner of Record: T.J. Hardin and J.F. Hardin

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LF

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-062.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-062.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LG

Subject Property Address: Tax Parcel No. 021-00-00-032.00, Martin
County, KY.

Current Owner of Record: Lexington Coal Company LLC

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LG

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 021-00-00-032.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 021-00-00-032.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LH

Subject Property Address: Tax Parcel No. 030-00-00-059.00, Martin
County, KY.

Current Owner of Record: Lexington Coal Company LLC

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LH

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-059.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-059.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LI

Subject Property Address: Tax Parcel No. 030-00-00-060.00, Martin
County, KY.

Current Owner of Record: Lexington Coal Company LLC

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LI

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-060.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-060.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LJ

Subject Property Address: Tax Parcel No. 030-00-00-061.00, Martin
County, KY.

Current Owner of Record: Lexington Coal Company LLC

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LJ

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-061.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-061.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LK

Subject Property Address: Tax Parcel No. 030-00-00-002.00, Martin
County, KY.

Current Owner of Record: MBM Production LLC

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LK

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-002.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-002.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LL

Subject Property Address: Tax Parcel No. 030-00-00-041.03, Martin
County, KY.

Current Owner of Record: Danny Maynard and Etta Marie Maynard

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LL

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-041.03, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-041.03, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LM

Subject Property Address: Tax Parcel No. 021-00-00-015.00, Martin
County, KY.

Current Owner of Record: Vina Mae McGinnis

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LM

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 021-00-00-015.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 021-00-00-015.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

THIS DEED OF CONVEYANCE, made and entered into this the 31 day of August, 1978, by and between OSCAR YOUNG and Lucia YOUNG, his wife, and Paul DARTON and Helen DARTON, his wife, Grantors and Samuel A. McGinnis and Vina Mae McGinnis his wife, Grantees.

WITNESSETH:

That for and in consideration of an exchange of interest in land and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto Grantee all of their entire undivided interest in and to the following described tract or parcel of surface land lying and being on the Coldwater Fork of Rockcastle Creek and more particularly described as follows:

Beginning at a sugar tree on Elmer Cassady's line near Coldwater creek; thence running up and with the meanders of Coldwater Creek a distance of 166 feet to a sycamore stump near the edge of Coldwater Creek; thence up the creek bank to an iron stake on the edge of the "bottom" land; thence a straight line across the "bottom" and up the hill to a pine on the point; thence 46 feet to an iron pipe beside the line formerly owned by A. R. Stepp; thence making a right turn and following the outer boundaries of the deed from Willie Cassady et ux to the point of Beginning.

Being a portion of the same land conveyed to Hegel James by Willie Cassady et ux by deed dated August 24, 1957 and recorded in Deed Book 56 at Page 330 and Grantors acquired their interest by Affidavit of Descent of Hedgle James recorded in Deed Book 84, at Page 127, in the Martin County Court Clerk's Office. 320
JMK

It is mutually agreed and understood between the parties hereto that the above described tract is to be Grantees entire interest in the real estate owned by Hedgel James at the time of his death and Grantees agree to be responsible for one-third of any monies that may be owed by Hedgel James estate.

It is the intention of the parties hereto to convey unto Grantee all of the surface property on the west side of Coldwater creek that is north of the line that crosses the bottom from the sycamore stump to the

iron stake above the pine on the point.

Grantors reserve a 15 foot right of way over the above described tract for purposes of ingress and egress to the A. R. Stepp tract of land.

TO HAVE AND TO HOLD all of the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee and their heirs and assigns forever, with covenant of general warranty of title.

IN TESTIMONY WHEREOF, the Grantors have hereunto each set their hands on this date which is first above written.

Oscar Young
Lucia Young
Hele Dalton
Paul Dalton

STATE OF KENTUCKY
COUNTY OF MARTIN

I, Thomas D. Muncy, a notary public in and for the County and State aforesaid, do hereby certify that the foregoing Deed was produced and acknowledged before me by OSCAR YOUNG and LUCIA YOUNG, his wife, to be their voluntary act and deed.

Witness my hand this 31 day of August, 1978.
My commission expires: 8-4-81

Thomas D. Muncy
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF MARTIN

I, Thomas D. Muncy, a notary public in and for the County and State aforesaid, do hereby certify that the foregoing Deed was produced and acknowledged before me by Paul Daiton and Helen Daiton, his wife, to be their voluntary act and deed.

Witness my hand this 31 day of August, 1978.

My commission expires: 8-4-81

Thomas D. Muncy
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF MARTIN

I, Samuel R. Moore, Clerk of the Martin County Court hereby certify that the foregoing Deed was lodged in my office for record and that the same and this my certificate have been duly recorded this the 11th day of Sept., 1978.

Sam Moore
CLERK

BY Rita Macdonald
D. C.

THIS INSTRUMENT PREPARED BY:
THOMAS D. MUNCY
Attorney at Law
Inez, Kentucky

By: Thomas D. Muncy

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LN

Subject Property Address: Tax Parcel No. 030-00-00-067.00, Martin
County, KY.

Current Owner of Record: Ernestine Newsome

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LN

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-067.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-067.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LO

Subject Property Address: Tax Parcel No. 030-00-00-041.11, Martin
County, KY.

Current Owner of Record: Elmer Patton

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LO

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-041.11, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-041.11, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

THIS DEED of conveyance made and entered into this 31st day of July, 2015
by and between DERRICK WRIGHT and RACHEL WRIGHT, his wife, of P.O. Box 928, Inez,
KY 41224, GRANTORS, unto ELMER PATTON, of Box 974, Inez, KY 41224, GRANTEE.

WITNESSETH:

That for and in consideration of the sum of \$18,000, cash in hand paid, the Grantors do
hereby convey unto the Grantee all of their right, title, and interest in and to the following
described tracts or parcels of land, lying and being in Martin County, Kentucky, and being more
particularly described as follows:

DESCRIPTION:

TRACT I

BEGINNING at the driveway and running beside
the gas company road out of Parsons Branch to
an iron stake 170 feet; thence turning 90 degrees
downhill to a stand of three poplars 110 feet;
thence turning right 90 degrees and following the
creek 177 feet up Parsons Branch back to the
beginning, being ½ acre more or less.

AND BEING the same property received by the
Grantors herein by Deed dated 11/21/08 and
recorded in Deed Book 170, page 149, in the
office of the Martin County Court Clerk.

TRACT II

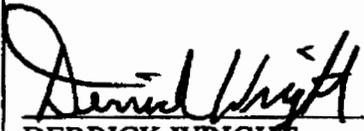
BEGINNING at the Pocahontas line following
the branch down to a stand of Popular trees
(three trees in the stand); thence up the hill to a
copper stake by a Berch tree; thence back around
the hill to the Pocahontas line and following the
Pocahontas line back down to the branch to the
point of beginning. Containing 1 ½ acres more
or less.

AND BEING the same property received by the Grantors by Deed dated 7/6/11 and recorded in Deed Book 177, page 500, in the office of the Martin County Court Clerk.

The tax bill should be sent to Elmer Patton,
P.O. Box 928, Inez, KY 41224.

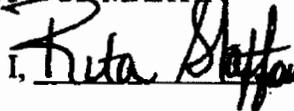
TO HAVE AND TO HOLD unto the Grantee, his heirs and assigns forever, with covenants of General Warranty.

IN TESTIMONY WHEREOF, witness our hands the first date above written.


DERRICK WRIGHT

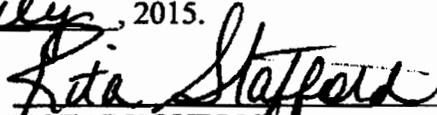

RACHEL WRIGHT

STATE OF KENTUCKY
COUNTY OF MARTIN

I,  a notary public in and for the county and state aforesaid, do hereby

certify that the foregoing Deed from Derrick Wright and Rachel Wright to Elmer Patton was this day produced and acknowledged before me by Derrick Wright and Rachel Wright to be their true act and deed.

WITNESS MY HAND this 31st day of July, 2015.


NOTARY PUBLIC

My commission expires: 6/24/19

We, Derrick Wright and Rachel Wright, Grantors, and Elmer Patton, Grantee, do hereby certify that the above-stated consideration in the amount of \$18,000 is the true and correct consideration paid for the above-described property. We further certify our understanding that

MARTIN COUNTY
D190 P121

falsification of the stated consideration or sale price of said property is a Class D Felony, subject to one to five years imprisonment, and fines up to \$10,000.

Derrick Wright
DERRICK WRIGHT

Rachel D. Wright
RACHEL WRIGHT

STATE OF KENTUCKY
COUNTY OF MARTIN

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by Derrick Wright and Rachel Wright this 31st day of July, 2015 to be their true act and deed.

Rita Stafford
NOTARY PUBLIC

My commission expires: 6/24/19

Elmer Patton
ELMER PATTON

STATE OF KENTUCKY
COUNTY OF MARTIN

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by Elmer Patton this 31st day of July, 2015 to be his true act and deed.

Rita Stafford
NOTARY PUBLIC

My commission expires: 6/24/19

STATE OF KENTUCKY

COUNTY OF MARTIN

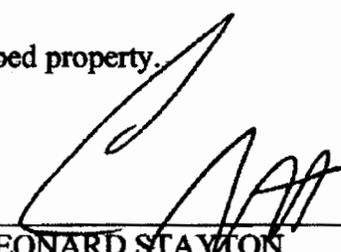
I, SUSIE SKYLES, Clerk of the county and state aforesaid, do hereby certify that on the 3rd day of August, 2015 the foregoing Deed was lodged in my office for record, that I have truly recorded it, together with this and the foregoing certificates, thereon endorsed.

WITNESS MY HAND this 3rd day of August, 2015.

Susie Skyles CLERK
SUSIE SKYLES

BY: Rhonda Quillen P.C.

This instrument was prepared by Leonard J. Stayton, Attorney at Law, P.O. Box 1386, Inez, KY 41224. Since no abstract or title check has been made, the undersigned attorney has no opinion as to the validity of the title to the hereinabove described property.


LEONARD STAYTON
ATTORNEY AT LAW
P.O. BOX 1386
INEZ, KY 41224
(606) 298-5117

DOCUMENT NO: 83167
RECORDED: August 03, 2015 01:24:00 PM
TOTAL FEES: \$20.00
TRANSFER TAX: \$18.00
COUNTY CLERK: SUSIE SKYLES
DEPUTY CLERK: RHONDA QUILLEN
COUNTY: MARTIN COUNTY

BOOK: D190 PAGES: 119 - 122

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LP

Subject Property Address: Tax Parcel No. 030-00-00-063.00, Martin
County, KY.

Current Owner of Record: Pocahontas Surface Interests Inc.

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LP

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-063.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-063.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LQ

Subject Property Address: Tax Parcel No. 030-00-00-041.02, Martin
County, KY.

Current Owner of Record: James Stover and Greathel Stover

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LQ

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-041.02, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-041.02, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

Land Title Inquiries, Inc.

8349 Lorraine Dr.
Strongsville, OH 44149

Phone (440) 846-LAND

Email: landtitleinq@aol.com

Order No. 23-397LR

Subject Property Address: Tax Parcel No. 030-00-00-044.00, Martin
County, KY.

Current Owner of Record: Prentice Tiller and Carol Tiller

Current Owner Environmental Lien/AUL Report prepared
exclusively for:

Envirosite Corporation

Envirosite Order No. 88114

Effective Date: July 7, 2023

Land Title Inquiries

Order No. 23-397LR

ENVIRONMENTAL LIEN/AUL SEARCH

We have done a search of Martin County Recorders Records for “Environmental Liens” only on the subject property as identified as Tax Parcel No. 030-00-00-044.00, Martin County, KY. and find the following:

None found

We have done a search of Martin County Recorders Records for “Activity and Use Limitations” (AUL’s) only on the subject property as identified as Tax Parcel No. 030-00-00-044.00, Martin County, KY. and find the following:

None found

Note: Records were searched on the current owner only.

GENERAL WARRANTY DEED

MARTIN COUNTY
D180 PG103

This DEED is made and entered into this 23 day of May, 2012, between

THE INTERSTATE NATURAL GAS COMPANY, LLC,
a Kentucky limited liability company, successor by conversion from
The Interstate Natural Gas Company, a Kentucky general partnership

P.O. Box 3385

Pikeville, Kentucky 41502

(the "Grantor")

and

MBM PRODUCTION, LLC,
a Kentucky limited liability company

1539 Stone Coal Road

Pikeville, Kentucky 41501 (and tax in-care of address)

(the "Grantee")

WITNESSETH:

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants and conveys to Grantee in fee simple and with covenant of General Warranty, that certain real property located in Martin County, Kentucky and more particularly described on Exhibit 'A' attached hereto (the 'Property').

Grantor covenants lawful seizin of the Property hereby conveyed, full right and power to convey the Property and that the Property is free of encumbrances except liens for real property taxes and assessments due and payable in 2011 and thereafter, which Grantee assumes and agrees to pay, and mortgages, easements, restrictions and stipulations of record, and all governmental laws and regulations affecting the Property.

TO HAVE AND HOLD the Property together with all of the rights, privileges, appurtenances and improvements thereto belonging unto the Grantee, and Grantee's successors and assigns forever.

Notwithstanding any merger of the agreement for purchase and sale with the deed and other legal principles of similar import, all provisions of that certain Agreement for Business Separation dated September 27, 2011, by and between Grantor and Grantee, et al., for the sharing of costs to cure title defects (which agreement is not for the benefit of Grantee's assigns or transferees) shall survive this deed.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE

Those certain tracts or parcels of surface property lying and being on the Coldwater Fork of Rockcastle Creek in Martin County, Kentucky, being more particularly described as follows:

First Tract – Lot No. 1

81 acres including the residence which is bounded as follows: Situate on the Coldwater Fork of Rockcastle Creek and meted and bounded as follows:

BEGINNING at a beech and lynn corner to H.H. Preece; thence with his line up the hill N. 83 E. 28 poles to a Spanish oak; S 11 E 12 poles to a spotted oak; East 40 poles; N 66 E 20 poles to a knob; S 74 E 16 poles to a chestnut oak; S 58 E 46 poles to a black oak on dividing ridge, down with the ridge, N 50 E 34 poles to a large white oak; N 27 E 34 poles to a chestnut oak; N 15 E 30 poles to a hickory; N 2 E 40 poles to a double hickory (dead) leaving the ridge, N 84 W 64 poles to a black oak on top of a point; N 26 W 14 poles to a white walnut & rock; N 5 W 12 poles to a beech; N 10 W 10 poles to a small ash & elm; N 8 ½ W 3 poles to a stake at the county road & corner No. 2, then up with road S 72 W 13 poles; S 58 ½ W 10 poles 10 links to a willow; S 45 W 4 poles to a rock corner to No. 2 & 3; S 28 W 15 poles to a stake; S 66 W 14 poles to a stake; S 47 W 4 poles S 21 W 4 poles to a stone corner No. 4; S 1 ½ W 18 poles to a stake near a spring in front of house; S 25 ½ W 22 poles to a rock; S 50 W 27 poles to a buckeye; S 87 W 14 poles; S 49 W 8 poles to a white oak & maple at lower side of the road; thence down the hill, N 80 W 5 poles 15 links to a willow on the creek bank; S 72 W 9 poles to a sycamore; S 54 W 12 poles; S 4 E 4 poles; S 36 E 14 poles 20 links to 2 rocks on H.H. Preece line; S 75 E 6 poles to the beginning, containing 81 acres, more or less.

First Tract – Lot No. 2

Allotted to Matilda Stepp – 89 acres and described as follows:

BEGINNING at a stake at the county road in the divisional line of A.F. Cassady and William Cassady; thence N 8 ½ W 128 poles to a black oak on top of the hill; thence with the top of the ridge, S 60 W 10 poles to a black oak; N 78 ½ W 10 poles to a chestnut oak and sourwood; S 70 W 22 poles 10 links to a black oak on a knob; N 41 W 5 poles 10 links to a hickory; N 65 ½ W 25 poles 20 links to a chestnut oak and hickory; N 23 W 16 poles to a large chestnut oak and dogwood; N 75 W 16 poles; S 57 W 18 poles to a hickory, S 66 ½ W 17 poles to a hickory; N 78 ½ W 15 poles 12 links to a cucumber; N 45 W 8 poles to a chestnut oak & hickory above a cliff, S 76 W 16 poles to a chestnut oak; S 45 ½ W 18 poles to a white oak on a knob; S 16 W 6 poles 10 links to a hickory; S 15 E 4 poles to a

hickory, corner to Lot No. 5 same course 4 poles to the West one of 2 rocks; thence leaving the ridge, S 49 E 4 poles to a chestnut oak; S 79 E 21 poles to a small white oak; S 85 E 24 poles to a stake at upper forks of Old House Branch, down with the meanders of same, N 83 E 18 poles; S 77 E 12 poles; S 46 E 8 poles; S 70 E 26 poles to opposite the mouth of right hand drain; S 42 E 14 poles; S 64 E 8 poles; S 42 E 14 poles; S 37 ½ E 18 poles; S 54 E 8 poles 10 links; S 26 ½ E 20 poles 8 links; S 74 E 6 poles 7 links; N 51 E 3 poles 9 links; N; N 87 ½ E 4 poles 12 links to a stake in the mouth of said branch; S 15 W 5 poles; S 56 ½ E 4 poles crossing the creek to a set in stone, corner to Lot No. 1 down the creek; N 45 E 4 poles to a willow; N 58 ½ E 10 poles 10 links to a stake; N 72 E 13 poles to the beginning, containing 89 acres, more or less.

Second Tract

Beginning on a mulberry at the road about 9 poles above the Old House Branch; thence running Northwest 9 poles to a small pine at the foot of the hill; thence running up the center of the point to the top of the point to large rock cliff; thence running with the center of the point Northwest to a large rock cliff and A.R. Stepp and Tilda Stepp's back line; thence running with the center of the point to the top of the ridge binding on A.R. Stepp and Tilda Stepp line to a hickory, corner marked Northeast about 10 degrees down the ridge around the head of the Old House Branch to a large rock cliff and double oak; thence turning east binding on the A.R. Stepp and Tilda Stepp's line between the Apple Orchard Branch and Old House Branch to a knob and oak, marked corner; thence binding on A. R. Stepp's line to a marked oak on a knob; thence down the hill a south direction to an oak and rock cliff; thence running down the hill a southwest direction to a buckeye and sassafras at the Old House Branch; thence running down the branch to an elm on the bank at the road; thence running with the road about 8 poles to the beginning, containing 225 acres, more or less.

PARCEL TWO

That certain tract or parcel of surface property located on the Mollett Branch of Coldwater Creek, in Martin County, Kentucky, being more particularly described as follows:

Beginning at 4 hickories on the ridge between said Mollett Branch and Messor; thence S 15 ½ E 66 poles to a large rock in Mollett Branch, S 12 W 47 poles to black oak on top of the point between said branch and Big Parson, thence out with said point N 79 W 12 poles to a chestnut oak, S 74 ½ W 7 poles to a large black oak, S 34 W 6 poles to a black pine on a knob, S 69 W 33 poles to 3 chestnuts on a knob, S 44 W 16 poles to a locust, S 28 ½ W 23 poles to a hickory, S 17 ½ W _____ poles to a pine, S 60 W 14 poles to a pine, S 87 ½ W 25 poles to a large chestnut; S 69 W 8 poles to a double speckled oak on the divisional line between said Maynard and Andrew Preece, thence leaving the ridge and running with said line N 23 W 42 poles to 3 chestnuts on a hillside, N 37 W 12 poles to a small beech at said Mollett Branch, N 61 W 28 poles to a chestnut oak &

dogwood, N 46 W 12 poles to 4 chestnuts, N 50 W 14 poles to 2 chestnuts on top of the ridge between said branch and the Wind Branch, N 85 W 13 poles to a chestnut oak on the turn of the hill, N 20 E 36 poles to a chestnut oak on the side of a knob, N 56 W 68 poles to a chestnut oak by a rock, N 3 W 46 poles to chestnut oak on a knob at head of holly bush, S 48 E 39 poles to a black oak, thence running down the ridge between said Mollett Branch and Messor, N 50 E 32 poles to a forked chestnut; N 64 E 86 poles to 3 hickories, S 75 E 31 poles to a small chestnut oak, N 71 E 16 poles to a double chestnut oak, S 37 E 68 poles to a pine on a knob, S 88 E 20 poles to the beginning, containing 214 acres of land.

PARCEL THREE

Those certain tracts or parcels of surface property lying and being on the Coldwater Fork of Rockcastle Creek in Martin County, Kentucky, being more particularly described as follows:

First Tract

Situated on the Messer Fork of Cold Water Fork of Rockcastle Creek in Martin County, Kentucky and Beginning at a small spruce pine on the north bank of said branch about one-half mile from its mouth; thence with line of Lot No. 4, and S 34 W 39 poles crossing said branch to 3 locusts on top of the point, S 58 W 18 poles to a chestnut oak; N 89 W 6 poles to a spotted oak; N 85 W 14 poles to a locust; S 79 W 36 poles to center of knob of fork ridge; S 28 ½ W 15 poles to a large chestnut oak, corner to the 130 acre patent and with same, S 71 W 18 poles to a chestnut oak; N 74 W 30 poles to 3 hickories, S 62 W 55 poles to a hickory and chestnut oak, S 64 W 70 poles to a locust and hickory; N 41 W 36 poles to 2 chestnut oaks; N 9 W 40 poles to a chestnut and sourwood; N 37 E 56 poles to a poplar; N 43 W 44 poles to a black oak and chestnut; N 27 E 14 poles to a chestnut oak; N 58 E 52 poles to a chestnut oak; N 9 E 42 poles to a chestnut oak; N 76 E 48 poles to a chestnut oak; S 36 E 16 poles to a chestnut oak, S 81 E 54 poles to a chestnut oak, ____ 62 E 20 poles to a hickory, corner to Lot No. 2, S 15 E 4 poles to the west one of two rocks, corner to Lot No. 3, same course S 15 E 46 poles to a chestnut oak on a knob, S 21 W 16 poles to a black oak and hickory, leaving the ridge, S 38 ½ W 48 poles to the beginning, containing 287 acres, more or less.

Second Tract

Beginning at the spring by the road in front of A.F. Cassady's house, up the creek with the upper side of the road, S 25 ½ W 22 poles to a rock; S 50 W 27 poles to a buckeye; S 87 W 14 poles to a stake; S 49 W 8 poles to a white oak and maple at the lower side of the road; thence down the hill, N 60 W 5 poles 15 links to a willow on creek bank, S 72 W 9 poles to a sycamore; S 54 W 12 poles; S 4 E 4 poles; S 36 E 14 poles 20 links to 2 rocks in H.H. Preece's line, and with it, N 77 W 36 poles to a chestnut and chestnut oak; N 78 W 38 poles to a hickory; S 60 W 44 poles to a black oak; N 83 W 56 poles to a pine; N 34 W 66 poles to a large

chestnut oak, corner to Lot No. 5; N 28 ½ E 15 poles 15 links to center of knob of fork point; N 39 E 36 poles to a locust; S 65 E 14 poles to a spotted oak; S 89 E 6 poles to a chestnut oak; N 58 E 18 poles to 3 locusts on top of the point; N 34 E 39 poles to a spruce pine on the North bank of Messer branch; N 38 ½ E 49 poles to a black oak and hickory, corner to Lot No. 3; S 25 E 8 poles 8 links to a chestnut oak; S 48 E 28 poles to a chestnut oak; S 53 _____ 17 poles 10 links to 2 black oaks; S 69 W 16 poles 13 links to a double black oak in a gap; S 62 ½ E 11 poles to a pine and hickory; S 71 ½ E 27 poles to a white oak above a cliff; S 42 E 14 poles to black oak and rock on knob; N 81 E 8 poles to a black oak on point; N 80 E 36 poles to a sycamore at the foot of a point on the West side of the creek; S 54 E 9 poles crossing the creek to a stone at upper side of road; S 1 ½ W 18 poles to the beginning, containing 152 acres, more or less.

PARCELS ONE, TWO AND THREE being in all respects the same real estate which was conveyed unto Grantor by Deed dated February 6, 2008, from Martin County Coal Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 167, at Page 207.

There are EXCEPTED AND EXCLUDED from this conveyance the following tracts lying and being on the Coldwater Fork of Rockcastle Creek, near the community of Inez, Martin County, Kentucky, described as follows (the "Excluded Tracts"):

Unless stated otherwise, any monument referred to herein as an "IPC" is a set, 5/8" diameter (No. 5) rebar, eighteen (18") inches in length, with an aluminum cap stamped "MEADE ENG. STANVILLE, KY PLS 3439". All bearings stated herein are referred to the Kentucky State Plane Coordinate System, NAD 27, South Zone.

First Exclusion:

Beginning at an IPC set on the northwestern side of Coldwater Fork of Rockcastle Creek and in the eastern line of Martin County Coal Corporation, *formerly Ewell K. Steppe and Garnett L.* (D.B. 141, Pg. 197), said IPC being a new corner to same and located at Northing 553, 164.983, and Easting 2,934842.729; THENCE leaving said line and severing Martin County Coal Corporation, ascending said creek, along an easement line twenty-five (25') feet northwest of and parallel to the centerline of said creek S 71-04-42 W, a distance of 119.12 feet to an IPC set; THENCE S 63-58-20 W, a distance of 122.82 feet to an IPC set; THENCE S 64-11-06 W, a distance of 94.24 feet to an IPC set; THENCE S 57-59-13 W, a distance of 47.74 feet to an IPC set; THENCE S 46-50-00 W, a distance of 41.26 feet to an IPC set; THENCE S 38-43-26 W, a distance of 38.09 feet to an IPC set; THENCE S 23-32-39 W, a distance of 86.62 feet to an IPC set; THENCE S 18-53-50 W, a distance of 80.62 feet to an IPC set; THENCE S 12-45-31 W, a distance of 52.41 feet to an IPC set; THENCE S 20-41-03 W, a distance of 24.51 feet to an IPC set; THENCE S 37-05-10 W, a distance of 20.93 feet to an IPC set; THENCE S 68-31-21 W, a distance of 29.12 feet to an IPC set; THENCE S 51-32-38 W, a distance of 41.42 feet to an IPC set; THENCE S 36-34-45 W, a distance of 41.12 feet to an IPC set; THENCE S 16-54-06 W, a distance of 41.69 feet to an IPC set; THENCE S 11-01-33 W, a distance of 28.25 feet to an IPC set;

THENCE S 03-58-29 E, a distance of 110.25 feet to an IPC set; THENCE S 11-32-55 W, a distance of 37.20 feet to an IPC set; THENCE S 31-09-18 W, a distance of 17.08 feet to an IPC set; THENCE S 53-25-31 W, a distance of 20.04 feet to an IPC set; THENCE S 68-08-07 W, a distance of 23.32 feet to an IPC set; THENCE S 81-41-44 W, a distance of 91.59 feet to an IPC set; THENCE S 52-29-09 W, a distance of 13.07 feet to an IPC set in the eastern line of Martin County Coal Corporation, *formerly Allen F. Cassady, III, et al* (D.B. 141, Pg. 217); THENCE crossing the creek with said line S 01-53-27 E, a distance of 66.79 feet to an IPC set on the southeast side of said creek; THENCE leaving said line and descending Coldwater Fork of Rockcastle Creek, along an easement line twenty-five (25') feet southeast of and parallel to the centerline of said creek N 39-51-10 E, a distance of 19.63 feet to an IPC SET; THENCE N 52-29-09 E, a distance of 19.79 feet to an IPC set; THENCE N 81-41-44 E, a distance of 84.51 feet to an IPC set; THENCE N 68-08-07 E, a distance of 35.72 feet to an IPC set; THENCE N 53-25-31 E, a distance of 36.33 feet to an IPC set; THENCE N 31-09-18 E, a distance of 35.56 feet to an IPC set; THENCE N 11-32-55 E, a distance of 52.65 feet to an IPC set; THENCE N 03-58-29 W, a distance of 110.49 feet to an IPC set; THENCE N 11-01-33 E, a distance of 19.10 feet to an IPC set; THENCE N 16-54-06 E, a distance of 30.46 feet to an IPC set; THENCE N 36-34-45 E, a distance of 25.89 feet to an IPC set; THENCE N 51-32-38 E, a distance of 27.39 feet to an IPC set; THENCE N 68-31-21 E, a distance of 35.73 feet to an IPC set; THENCE N 37-05-10 E, a distance of 42.20 feet to an IPC set; THENCE N 20-41-03 E, a distance of 35.18 feet to an IPC set; THENCE N 12-45-31 E, a distance of 53.19 feet to an IPC set; THENCE N 18-53-50 E, a distance of 75.91 feet to an IPC set; THENCE N 23-32-39 E, a distance of 77.93 feet to an IPC set; THENCE N 38-43-26 E, a distance of 27.89 feet to an IPC set; THENCE N 46-50-00 E, a distance of 32.83 feet to an IPC set; THENCE N 57-59-13 E, a distance of 40.15 feet to an IPC set; THENCE N 64-11-06 E, a distance of 91.63 feet to an IPC set; THENCE N 63-58-20 E, a distance of 119.81 feet to an IPC set; THENCE N 71-04-42 E, a distance of 99.97 feet to an IPC set in the eastern line of Martin County Coal Corporation, *formerly Ewell K. Steppe and Garnett L. Steppe* (D.B. 141, Pg. 197); THENCE with said line N 03-17-38 E, a distance of 31.93 feet to the center of said creek; THENCE N 07-55-03 W, a distance of 20.82 feet to the POINT OF BEGINNING and CONTAINING 1.41 acres, more or less, according to a survey by Quentin C. Spradlin, P.L.S. #3439, with Meade Engineering Company on December 20, 2006 and January 01, 2007, being a part of the same property conveyed to Martin County Coal Corporation by Ewell Kent Steppe and Garnett L. Steppe, his wife, by Deed dated October 17, 2000, which is of record in Deed Book 141, Page 197 in the records of Martin County, Kentucky.

Second Exclusion:

Beginning at an IPC set on the southeastern side of Coldwater Fork of Rockcastle Creek and in the western line of Martin County Coal Corporation, *formerly Ewell K. Steppe and Garnett L. Steppe* (D.B. 141, Pg. 197), said IPC being a new corner to same and located at Northing 551443.556, and Easting 2933311.714; THENCE

ascending Coldwater Fork with said line, and severing said Martin County Coal Corporation N 69-54-08 W, a distance of 21.85 feet to an IPC set; THENCE S 69-55-33 W, a distance of 148.97 feet to an IPC set; THENCE S 52-11-01 W, a distance of 198.44 feet to an IPC set; THENCE S 10-23-22 E, a distance of 61.80 feet to an IPC set; THENCE S 28-57-01 E, a distance of 67.52 feet to an IPC set; THENCE S 36-23-00 E, a distance of 101.45 feet to an IPC set; THENCE S 26-17-30 E, a distance of 98.02 feet to an IPC set in the southern line of said Martin County Coal Corporation; THENCE with said line N 83-08-57 E, a distance of 12.63 feet to an IPC set at a point twenty-five (25') feet northeast of the centerline of said creek; THENCE leaving the southern line of and severing said Martin County Coal Corporation, descending Coldwater Fork along an easement line twenty-five (25') feet northeast of and parallel to the centerline of said creek N 24-11-25 W, a distance of 86.65 feet to an IPC set; THENCE N 42-28-24 W, a distance of 78.07 feet to an IPC set; THENCE N 28-51-53 W, a distance of 116.45 feet to an IPC set; THENCE N 23-01-06 W, a distance of 13.82 feet to an IPC set; THENCE N 06-12-58 W, a distance of 21.97 feet to an IPC set; THENCE N 22-56-07 E, a distance of 9.30 feet to an IPC set on the southeastern side of said creek; THENCE continuing to sever said Martin County Coal Corporation along said easement line twenty-five (25') feet southeast of and parallel to the centerline of said creek N 43-33-57 E, a distance of 22.96 feet to an IPC set; THENCE N 47-27-49 E, a distance of 42.53 feet to an IPC set; THENCE N 56-08-00 E, a distance of 44.28 feet to an IPC set; THENCE N 60-53-51 E, a distance of 94.76 feet to an IPC set; THENCE N 70-28-51 E, a distance of 44.48 feet to an IPC set; THENCE N 54-46-43 E, a distance of 31.54 feet to an IPC set; THENCE N 63-56-11 E, a distance of 29.86 feet to an IPC set; THENCE N 78-24-43 E, a distance of 45.52 feet to the POINT OF BEGINNING and CONTAINING 0.16 acres, more or less, according to a survey by Quentin C. Spradlin, P.L.S. #3439, with Meade Engineering Company on December 20, 2006 and January 01, 2007, being a part of the same property conveyed to Martin County Coal Corporation by Ewell Kent Steppe and Garnett L. Steppe, his wife, by Deed dated October 17, 2000, which is of record in Deed Book 141, Page 197 in the records of Martin County, Kentucky.

Third Exclusion:

Beginning at an IPC set on the northwestern side of Coldwater Fork of Rockcastle Creek and in the eastern line of Martin County Coal Corporation, *formerly Allen F. Cassady, III, et al* (D.B. 141, Pg. 217), said IPC being a new corner to same and located at Northing 552,361.812, and Easting 2,934,097.934; THENCE leaving said line and severing said Martin County Coal Corporation, ascending said creek, along an easement line twenty-five (25') feet northwest of and parallel to the centerline of said creek S 52-29-09 W, a distance of 25.29 feet to an IPC set; THENCE S 39-51-10 W, a distance of 37.19 feet to an IPC set; THENCE S 19-13-09 W, a distance of 38.13 feet to an IPC set; THENCE S 00-53-32 W, a distance of 96.44 feet to an IPC set; THENCE S 10-27-56 W, a distance of 39.04 feet to an IPC set; THENCE S 25-53-25 W, a distance of 47.88 feet to an IPC set; THENCE S 64-01-10 W, a distance of 63.27 feet to an IPC set; THENCE S 76-

45-18 W, a distance of 37.34 feet to an IPC set; THENCE S 63-13-25 W, a distance of 29.72 feet to an IPC set; THENCE S 51-30-36 W, a distance of 37.66 feet to an IPC set; THENCE S 32-36-31 W, a distance of 50.37 feet to an IPC set; THENCE S 23-32-57 W, a distance of 44.14 feet to an IPC set; THENCE S 03-42-23 W, a distance of 93.91 feet to an IPC set; THENCE S 20-03-31 W, a distance of 48.05 feet to an IPC set; THENCE S 50-18-48 W, a distance of 34.70 feet to an IPC set; THENCE S 80-00-05 W, a distance of 59.42 feet to an IPC set; THENCE S 84-40-43 W, a distance of 97.12 feet to an IPC set; THENCE S 79-44-26 W, a distance of 34.80 feet to an IPC set; THENCE S 65-16-39 W, a distance of 43.23 feet to an IPC set; THENCE S 34-23-03 W, a distance of 126.69 feet to an IPC set; THENCE S 45-40-00 W, a distance of 96.27 feet to an IPC set; THENCE S 50-15-00 W, a distance of 68.62 feet to an IPC set; THENCE S 43-01-18 W, a distance of 74.21 feet to an IPC set; THENCE S 78-24-43 W, a distance of 46.30 feet to an IPC set; THENCE S 63-56-11 W, a distance of 40.21 feet to an IPC set; THENCE S 54-46-43 W, a distance of 28.65 feet to an IPC set; THENCE S 70-28-51 W, a distance of 41.78 feet to an IPC set near the mouth of Messer Branch; THENCE S 60-53-51 W, a distance of 101.03 feet to an IPC set; THENCE S 56-08-00 W, a distance of 50.15 feet to an IPC set; THENCE S 47-27-49 W, a distance of 47.17 feet to an IPC set; THENCE S 43-39-42 W, a distance of 34.61 feet to an IPC set; THENCE S 22-56-07 W, a distance of 31.40 feet to an IPC set on the western side of Coldwater Fork of Rockcastle Creek; THENCE S 06-12-58 E, a distance of 42.36 feet to an IPC set on the southwestern side of said creek THENCE S 23-01-06 E, a distance of 23.76 feet to an IPC set on the southwestern side of said creek; THENCE S 28-51-61 E, a distance of 124.96 feet to an IPC set on the southwestern side of said creek; THENCE S 42-28-24 E, a distance of 76.84 feet to an IPC set on the southwestern side of said creek; THENCE S 22-34-53 E, a distance of 45.75 feet to an IPC set in the southern line of said Martin County Coal Corporation, *formerly Allen F. Cassady, III, et al* (D.B. 141, Pg. 217); THENCE crossing the creek with said line S 78-11-16 E, a distance of 48.16 feet to an IPC set on the eastern side of said creek and in the western line of Martin County Coal Corporation, *formerly Ewell K. Steppe and Garnett L. Steppe* (D.B. 141, Pg. 197); THENCE with said common line and descending Coldwater Fork of Rockcastle Creek N 26-17-30 W, a distance of 98.02 feet to an IPC SET; THENCE N 36-23-00 W, a distance of 101.45 feet to an IPC set; THENCE N 28-57-01 W, a distance of 67.52 feet to an IPC set; THENCE N 10-23-22 W, a distance of 61.80 feet to an IPC set on the eastern side of said creek; THENCE N 52-11-01 E, a distance of 198.44 feet to an IPC set on the southeastern side of said creek; THENCE N 69-55-33 E, a distance of 148.97 feet to an IPC set on the southeastern side of said creek; THENCE S 69-54-08 E, a distance of 21.85 feet to an IPC set on the southeastern side of said creek and in an easement line twenty-five (25') feet southeast of and parallel to the centerline of said creek; THENCE leaving Martin County Coal Corporation, *formerly Ewell K. Steppe and Garnett L. Steppe* and along said easement line, severing Martin County Coal Corporation, *formerly Allen F. Cassady, III, et al* (D.B. 141, Pg. 217) and descending Coldwater Fork of Rockcastle Creek N 78-24-43 E, a distance of 10.38 feet to an IPC set; THENCE N 43-01-18 E, a distance of 84.92

feet to an IPC set; THENCE N 50-18-52 E, a distance of 69.56 feet to an IPC set; THENCE N 45-25-28 E, a distance of 103.70 feet to an IPC set; THENCE N 34-23-03 E, a distance of 117.32 feet to an IPC set; THENCE N 65-16-39 E, a distance of 23.06 feet to an IPC set; THENCE N 79-44-26 E, a distance of 21.61 feet to an IPC set; THENCE S 84-40-43 E, a distance of 97.00 feet to an IPC set; THENCE N 80-00-05 E, a distance of 79.40 feet to an IPC set; THENCE N 50-18-48 E, a distance of 61.47 feet to an IPC set; THENCE N 20-03-31 E, a distance of 68.75 feet to an IPC set; THENCE N 03-42-23 E, a distance of 92.35 feet to an IPC set; THENCE N 23-32-57 E, a distance of 31.44 feet to an IPC set; THENCE N 32-36-31 E, a distance of 36.09 feet to an IPC set; THENCE N 51-30-36 E, a distance of 24.21 feet to an IPC set; THENCE N 63-13-25 E, a distance of 18.66 feet to an IPC set; THENCE N 76-45-18 E, a distance of 36.99 feet to an IPC set; THENCE N 64-01-10 E, a distance of 86.12 feet to an IPC set; THENCE N 25-53-25 E, a distance of 71.93 feet to an IPC set; THENCE N 10-27-56 E, a distance of 49.99 feet to an IPC set; THENCE N 00-53-32 E, a distance of 92.56 feet to an IPC set; THENCE N 21-42-27 E, a distance of 23.73 feet to an IPC set in the western line of Martin County Coal Corporation, *formerly Ewall K. Steppe and Garnett L. Steppe* (D.B. 141, Pg. 197); THENCE with said western line N 01-53-27 W, a distance of 66.79 feet to the POINT OF BEGINNING and CONTAINING 2.16 acres, more or less, according to a survey by Quentin C. Spradlin, P.L.S. #3439, with Meade Engineering Company on December 20, 2006 and January 01, 2007, being a part of the same property conveyed to Martin County Coal Corporation by Allen F. Cassady, III, et al, by Deed dated October 17, 2000, which is of record in Deed Book 141, Page 217 in the records of Martin County, Kentucky.

Fourth Exclusion:

Beginning at a point in the centerline of Messer Branch of Coldwater Fork of Rockcastle Creek, said point being a new corner to Martin County Coal Corporation, *formerly Allen F. Cassady, III, et al* (D.B. 141, Pg. 217) and located at Northing 551,857.161, and Easting 2,932,865.676; THENCE leaving the centerline of Messer Branch and severing said Martin County Coal Corporation N 82-36-35 E, a distance of 25.00 feet to an IPC set on the northeastern side of said branch; THENCE descending said branch, along an easement line twenty-five (25') feet northeast of and parallel to the centerline of said branch S 07-23-25 E, a distance of 6.13 feet to an IPC set; THENCE S 48-26-30 E, a distance of 17.65 feet to an IPC set; THENCE N 59-32-19 E, a distance of 38.20 feet to an IPC set; THENCE S 79-59-33 E, a distance of 32.68 feet to an IPC set; THENCE S 38-16-05 E, a distance of 30.27 feet to an IPC set; THENCE S 06-09-59 E, a distance of 21.36 feet to an IPC set; THENCE N 34-28-41 E, a distance of 31.80 feet to an IPC set; THENCE N 49-10-56 E, a distance of 21.72 feet to an IPC set; THENCE N 81-19-42 E, a distance of 20.66 feet to an IPC set; THENCE S 54-54-18 E, a distance of 23.17 feet to an IPC set; THENCE S 47-48-15 E, a distance of 33.93 feet to an IPC set; THENCE S 85-55-05 E, a distance of 33.70 feet to an IPC set; THENCE S 51-38-16 E, a distance of 21.21 feet to an IPC set; THENCE S 18-18-31 E, a distance of 21.73 feet to an IPC set; THENCE S 00-50-11 E, a distance of

20.00 feet to an IPC set; THENCE S 21-20-56 W, a distance of 35.55 feet to an IPC set; THENCE S 18-45-40 E, a distance of 29.12 feet to an IPC set; THENCE S 13-36-19 W, a distance of 33.71 feet to an IPC set; THENCE S 46-00-27 W, a distance of 24.93 feet to an IPC set; THENCE S 70-25-51 E, a distance of 13.86 feet to an IPC set; THENCE S 53-53-13 E, a distance of 26.82 feet to an IPC set; THENCE S 15-08-58 W, a distance of 32.73 feet to an IPC set; THENCE S 27-12-55 W, a distance of 26.60 feet to an IPC set; THENCE S 57-16-17 E, a distance of 25.56 feet to an IPC set; THENCE S 30-39-55 E, a distance of 18.61 feet to an IPC set; THENCE S 04-26-54 E, a distance of 17.39 feet to an IPC set; THENCE S 07-26-31 W, a distance of 17.53 feet to an IPC set; THENCE S 72-29-12 E, a distance of 25.25 feet to an IPC set; THENCE S 84-52-11 E, a distance of 29.55 feet to an IPC set; THENCE S 63-58-13 E, a distance of 20.50 feet to an IPC set; THENCE S 80-30-36 E, a distance of 15.68 feet to an IPC set; THENCE S 46-05-25 E, a distance of 9.44 feet to an IPC set in the northwest easement line of Easement Parcel No. 1; THENCE severing the subject property with said northwest easement line S 78-24-43 W, a distance of 5.03 feet to an IPC found; THENCE S 63-56-11 W, a distance of 40.21 feet to an IPC found; THENCE S 54-46-43 W, a distance of 20.18 feet to an IPC set; THENCE leaving the northwest line of Easement Parcel No. 1 and ascending Messer Branch, along an easement line twenty-five (25') feet southwest of and parallel to the centerline of said branch, severing the subject property N 85-32-30 W, a distance of 21.92 feet to an IPC set; THENCE N 74-15-10 W, a distance of 28.44 feet to an IPC set; THENCE N 57-50-45 W, a distance of 34.06 feet to an IPC set; THENCE N 18-57-28 W, a distance of 26.39 feet to an IPC set; THENCE N 04-46-51 E, a distance of 23.24 feet to an IPC set; THENCE N 55-08-45 W, a distance of 34.18 feet to an IPC set; THENCE N 10-04-59 W, a distance of 32.43 feet to an IPC set; THENCE N 23-39-04 E, a distance of 31.23 feet to an IPC set; THENCE N 47-16-15 W, a distance of 36.75 feet to an IPC set; THENCE N 04-32-59 E, a distance of 34.91 feet to an IPC set; THENCE N 39-45-01 E, a distance of 38.80 feet to an IPC set; THENCE N 16-45-04 W, a distance of 30.00 feet to an IPC set; THENCE N 15-46-11 E, a distance of 42.94 feet to an IPC set; THENCE N 77-45-44 W, a distance of 28.58 feet to an IPC set; THENCE N 50-33-12 W, a distance of 35.50 feet to an IPC set; THENCE S 30-55-01 W, a distance of 37.32 feet to an IPC set; THENCE S 60-27-31 W, a distance of 29.89 feet to an IPC set; THENCE N 87-17-56 W, a distance of 27.68 feet to an IPC set; THENCE N 40-19-52 W, a distance of 30.98 feet to an IPC set; THENCE N 10-32-06 W, a distance of 31.85 feet to an IPC set; THENCE S 61-34-22 W, a distance of 34.62 feet to an IPC set; THENCE N 76-03-44 W, a distance of 31.12 feet to an IPC set; THENCE N 48-30-14 W, a distance of 38.15 feet to an IPC set; THENCE 18-47-14 W, a distance of 33.52 feet to an IPC set; THENCE N 82-36-35 E, a distance of 26.33 feet to the POINT OF BEGINNING and CONTAINING 0.90 acres, more or less, according to a survey by Quentin C. Spradlin, P.L.S. #3439, with Meade Engineering Company on December 20, 2006, January 01 and February 20, 2007, being a part of the same property conveyed to Martin County Coal Corporation by Allen F. Cassady, III, et al, by Deed dated October 17, 2000,

which is of record in Deed Book 141, Page 217 in the records of Martin County,
Kentucky.

DOCUMENT NO: 71937
RECORDED: May 25, 2012 02:47:00 PM
TOTAL FEES: \$47.00
TRANSFER TAX: \$339.00
COUNTY CLERK: CAROL SUE MILLS
DEPUTY CLERK: TAMMY
COUNTY: MARTIN COUNTY
BOOK: D180 PAGES: 103 - 115

106990.139434/764722.1

SPECIAL WARRANTY SURFACE DEED
(“Kentucky Main Tract Properties” and “Rouge Steel Properties”)

Clerk: Upon recordation this instrument should be returned to:

E. Forrest Jones, Jr.
(WV State Bar No. 1916)
Matthew W. Gallimore
(WV State Bar No. 12986)
P.O. Box 1989
Charleston, WV 25327
Phone: (304) 343-9466

THIS SPECIAL WARRANTY SURFACE DEED (“Deed”) is made and entered into effective as of the 16th day of December, 2016, by and between POCAHONTAS DEVELOPMENT CORPORATION, a Kentucky corporation, whose mailing address is 800 Princeton Avenue, P.O. Box 1517, Bluefield, West Virginia 24701 (“Grantor”); and POCAHONTAS SURFACE INTERESTS, INC., a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (“Grantee”), which is the address in which the current year property tax may be sent.

RECITALS:

Grantor owns certain land located in the State of Kentucky, located in Floyd County-approximately 1,291.74 acres; Johnson County-approximately 1,247.98 acres; Martin County-approximately 47,433.72 acres; and Pike County-approximately 9,670.25 acres (collectively the “Property”). The Property is more particularly described on Schedule A attached hereto and incorporated herein by reference. The next immediate source or sources of title by which the Grantor obtained title to the Property is also more particularly set forth on Schedule A. Grantor desires to convey to Grantee, and Grantee desires to acquire from Grantor, all right, title and interest in and to the surface vested in Grantor within Floyd, Johnson, Martin and Pike Counties, Kentucky, including without limitation, the boundaries of the Property and all improvements thereon and appurtenances thereunto belonging, (the “Surface Estate”), subject to certain exceptions, reservations, restrictions and agreements as hereinafter described. Subject to said exceptions, reservations, restrictions and agreements, the Surface Estate includes the timber estate that is a part of the Surface Estate if such timber estate is vested in Grantor as of the date of this Deed.

WITNESSETH:

That for and in consideration of the initial issuance of Grantee’s corporate stock to Grantor simultaneously with execution of this deed and the payment by Grantee of all applicable recording fees, transfer taxes and other costs related to the conveyance made hereby, the receipt and sufficiency of all of which are hereby acknowledged, Grantor does hereby GRANT and CONVEY

unto Grantee, all of Grantor's right, title and interest in and to the Surface Estate. The value of the property conveyed is \$8,729,480.00.

Subject to the exceptions, reservations, restrictions, agreements, conditions and covenants set forth herein below, Grantor will WARRANT SPECIALLY its interest in the Surface Estate...

This conveyance is made EXPRESSLY SUBJECT to the EXCEPTIONS, RESERVATIONS, RESTRICTIONS, AGREEMENTS, CONDITIONS and COVENANTS set forth in this Deed, which shall be covenants and encumbrances running with the Surface Estate and shall inure to the benefit of and be binding upon the parties hereto, their respective lessees, designees, grantees, successors and assigns and any person or entity claiming by, through or under it or them pursuant to rights granted before or after the date hereof.

1. Grantor makes no warranties of any nature or kind not expressly set forth in this Deed. The conveyance made hereby is a conveyance of the Surface Estate in gross and not by acre and is subject to an accurate survey of the Property. Grantor makes no warranties as to the amount of acreage hereby conveyed or the location of any of the boundaries of the Surface Estate.

2. Grantor EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed all prior outconveyances and grants of other interests, including but not in limitation, all easements, conditions, reservations, leases, licenses, and restrictions, in to, upon or applicable to the Property made by Grantor or by predecessors in title to Grantor to third parties, whether unrecorded or of record.

3. Grantor EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES and RETAINS unto Grantor all interests, rights and privileges in and to the Property (except the Surface Estate), including without limitation all of the coal, stone, sand, oil, gas and other minerals and mineral products not expressly conveyed hereby or which has been conveyed by Grantor, or its predecessors in title, to a third party in a prior recorded or unrecorded deed or other instrument (the "Reserved Mineral Estate"), as well as the exclusive right to grant any and all easements, licenses and rights-of-way for roads, bridges, pipelines, railroads (including lines and track of all kinds and types and the infrastructure and facilities therefore), electric, telephone or other lines, together with any all forms of communication facilities including without limitation, cellular communication towers and facilities, and to grant permits and licenses for any other uses of the Surface Estate of the Property necessary or convenient for Grantor or its lessees, designees, grantees, successors and assigns to develop, produce, use, operate upon or otherwise utilize the Reserved Mineral Estate, in particular the Coal Estate (as hereinafter defined), all of which rights and privileges are hereby excepted and reserved by the Grantor as a part of the Reserved Mineral Estate. Coal and substances mixed with coal and extraction rights with respect thereto (collectively the "Coal Estate"), which is a part of the Reserved Mineral Estate, and, the Reserved Mineral Estate, in particular the Coal Estate, shall be the dominant estate within the Property, superior to the Surface Estate hereby conveyed. Accordingly, the use of the Surface Estate shall not interfere or conflict with the development, production, use, operation or other utilization of the Reserved

Mineral Estate, in particular the Coal Estate, it being expressly understood and agreed by and between the parties hereto that the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, may be by any method, technology, process, practice or means now known or hereafter invented or developed. Furthermore, Grantee acknowledges that the Surface Estate is subservient to the Coal Estate and that nothing herein or otherwise shall be construed as requiring Grantor to terminate, suspend, idle, discontinue, continue or refrain from initiating operations for any purpose, which Grantor shall have the absolute right to do without any liability to Grantee.

4. Grantor hereby EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES unto Grantor the right to access, disturb, excavate, develop, subside and use the Property and the Surface Estate, or any part thereof, for any purpose in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, including, without any limitation, the following:

(i) the right to mine, produce and remove all of the coal and other minerals (including, without limitation, oil, gas, coalbed methane and coal and any other rock or substance), waters, metals and other substances, whether solid, liquid or gaseous, within the Property by any means or methods, including, but not limited to, all forms of surface mining (including without limitation conventional surface mining, contour mining, auger mining, highwall mining and mountaintop removal) and all forms of deep mining (including without limitation conventional deep mining, longwall mining and secondary or complete recovery of minerals), all forms of drilling (including vertical and horizontal), and any other method of mining, drilling, leaching, processing or development whether now known or hereafter invented or developed;

(ii) the right to explore the Property by any means, including core drilling, seismic surveys or other means;

(iii) the right to excavate and remove the surface and overburden and to create fills and deposits for spoil and other materials in connection with any form of mining or drilling or other development and in connection therewith; to disturb water, plants, insects and animals; and to raise or lower the elevation of the land;

(iv) the right to remove subjacent and lateral support for overlying and adjoining strata or surface or improvements or structures therein or thereon, and, to raise or lower the elevation of the land in connection therewith;

(v) the right to construct, install, use and maintain portals, ventilation facilities and equipment, air and pump holes, wells (extraction or injection), pumps, offices, preparation plants, refuse areas, loading facilities, tipples, weighing and measuring facilities, storage areas, railroads (including lines and track of all kinds and types and the infrastructure and facilities therefore), roads (including, but not limited to, haulage or access roads or other transportation or facilities), conveyors, ponds, pipelines and any and all facilities related to the foregoing or which

may be necessary or convenient in connection therewith, together with all necessary or convenient rights-of-way on and through the land and Surface Estate;

(vi) the right to construct, install, use and maintain pipelines, compressors, wells, injection wells, storage wells, tanks, pumps, separators, meters, buildings, offices and any and all other equipment and facilities for the removal or injection of any substance, whether solid, gaseous or liquid, from any source, including lands not conveyed hereby, from or into the subsurface of the Property, it being understood that Grantor's ownership of the Reserved Mineral Estate includes the right to remove minerals and substances in any form, as well as the right to inject, deposit, sequester, use for production purposes or store, both permanently and temporarily, and substance in any form, whether solid, gaseous or liquid, from any source, into any subsurface pore, space or property, including underground mine voids, including, without limitation, water produced fluids from drilling, brine, ash or carbon dioxide, whether any such substances are from the Property or any other property source;

(vii) the right to construct, install, use and maintain electric lines, telephone or telecommunication lines and towers, cable lines, gas lines, water lines, sewer lines and any other utility line or pipe incidental to development of the Reserved Mineral Estate, in particular the Coal Estate, or any building, structure or facility used or installed in connection with such development;

(viii) the right to pump and discharge water and other substances in, on or under the Surface Estate from any operations relating to the Reserved Mineral Estate or from other lands, and, to construct, maintain and use wells, ponds, impoundments, detention facilities, drains, holding tanks, treatment facilities or other facilities in connection therewith;

(ix) the right to transport or haul on, through and under the Property, including the Surface Estate, any men, equipment, coal or other mineral, water or other product or substance, whether or not produced from or to be used on the Property, all without toll or charge, including, but not limited to, no payment of any wheelage or other fee;

(x) the right to reclaim, revegetate and mitigate the effect of any development, production, use, operation or other utilization of the Reserved Mineral Estate on the Property, the Surface Estate or any water or waterway or water course; to create habitats for fish and wildlife; to stabilize such waterway or water course embankment; and to impose on the Surface Estate a conservation easement or a restrictive covenant therefore; and

(xi) the right to take any action on or with respect to the Surface Estate which is required by any governmental authority in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, or the reclamation thereof, which may be allowed or required by any permit, law or regulation or which may be necessary or convenient to obtain the release of any permit or bond associated therewith.

The foregoing rights reserved to Grantor for the use of the Surface Estate, the surface thereof and the facilities thereon, by Grantor, its lessees, designees, grantees, successors and assigns, for the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, as well as any other lands or places, shall include, but not be limited to, mining, removing, processing, transportation, loading, injecting and storing of coal and other minerals, waters and substances in any form (gaseous, liquid or solid) from the Property or other lands and the right to deposit any refuse, overburden or products from the Property or other lands on the Surface Estate or in mine or other voids without toll or charge. The intent hereof is to provide for the broadest rights possible to develop, produce, use, operate on or otherwise utilize the Reserved Mineral Estate, in particular the Coal Estate, and to use the Surface Estate in connection therewith as may be necessary or convenient to Grantor and its lessees, designees, grantees, successors or assigns. Any rights expressed herein are in addition to any right which may be implied or which may be appurtenant to the Reserved Mineral Estate by law or in equity. To the extent any rights may not be expressed herein, then this Deed shall be interpreted to include any additional rights which are compatible to those expressed or which may be reasonably necessary or convenient for the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate. Any such rights which are expressed herein or which may be implied may be exercised by the owners of the Reserved Mineral Estate, including the Coal Estate, or any portion thereof, or their parents, subsidiaries, affiliates, lessees, designees, grantees, successors or assigns, without payment of any fees or costs and without liability for damage or injury which may be caused to the Surface Estate, to the support thereof, to any changes thereto or anything which may be located thereon.

5. Grantee hereby agrees and covenants that for a period of fifty (50) years beginning on the date of this Deed, it will execute any waivers, consents or other documents which may be requested by Grantor its parents, subsidiaries, affiliates, lessees, designees or grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, successors or assigns in connection with obtaining any permits, modifications of permits or bonds, and, to take any other action requested by Grantor, its parents, subsidiaries, affiliates, lessees, designees or grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, successors or assigns to facilitate the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, or the obtaining of any permits or bonds in connection therewith.

6. Grantee hereby acknowledges and agrees that it has actual knowledge of (i) all prior recorded and unrecorded outconveyances of the Property by Grantor and its predecessors in title, including, without limitation, all outconveyances of the Surface Estate and grants for the use of the Surface Estate by third parties, and, (ii) all recorded and unrecorded coal leases, oil and gas leases, farm leases, residential/trailer leases, rights of entry, licenses, rights-of-way and easements and other agreements between Grantor (or its predecessors in title) and third parties affecting the Property in any manner, including, without limitation, those set forth on Schedule A attached hereto (collectively the "Third Party Agreements").

7. Grantor hereby EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES unto Grantor the right to exercise all rights under the Third Party Agreements for the benefit of the Reserved Mineral Estate, in particular the Coal Estate, including, without limitation, the right to grant easements, licenses, rights-of-way and permits upon the Surface Estate, as set forth in Section 3 of this Deed.

8. Grantor hereby acknowledges and agrees that the conveyance of the Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE to the following:

- (i) the rights of others pursuant to the Third Party Agreements;
- (ii) without limiting the foregoing, the rights of others pursuant to all matters set forth on Schedule A attached hereto;
- (iii) all prior outconveyances and grants of other interests, including but not in limitation, all easements, conditions, reservations, leases, licenses, and restrictions, in, to, upon or applicable to the Property made by Grantor or by predecessors in title to Grantor to third parties, whether unrecorded or of record;
- (iv) all physical faults, defects and environmental conditions thereon;
- (v) all matters of public record, visible upon an inspection of the Surface Estate and the Property, or, disclosed by an accurate survey of the Surface Estate and the Property; and
- (vi) all unpaid ad valorem taxes for the 2016 tax year and subsequent tax periods, including any additional or supplemental taxes that may result from a reassessment of the Surface Estate.

9. Grantee hereby acknowledges and agrees that the conveyance of Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE to (i) the rights to the use of Surface Estate granted by Grantor to Penn Virginia Oil & Gas Corporation in the Special Warranty Oil & Gas Deed and Corrective and Confirmatory Oil and Gas Deed referred to on Schedule A attached hereto (the "Oil & Gas Deeds"), and, (ii) the rights of Penn Virginia Oil & Gas Corporation under the Oil & Gas Deeds as the owner of the oil and gas interests in and to the Property.

10. Grantee hereby acknowledges and agrees that the conveyance of the Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE

to (i) the covenants and obligations of Grantor as the owner of both the Surface Estate and the Reserved Mineral Estate, including the Coal Estate, of the Property under the Surface Estate Use Agreement referred to on Schedule A attached hereto, as amended from time to time (the "Surface Use Agreement"), and, (ii) the rights of Appalachian Forests A, LLC as the owner of the timber interests in and to certain portions of the Property pursuant to the Timber Deeds, the Seller Timber Deeds, the Surface Use Agreement, and any other pertinent instrument, set forth on Schedule A attached hereto (collectively the "Timber Instruments"). Grantee hereby agrees and covenants that it shall not (i) cut or remove any timber from any portion of the Surface Estate that is subject to the Timber Instruments, except as allowed under the terms and conditions of the Surface Use Agreement, or, (ii) otherwise violate or take any action conflicting with the terms and conditions of the Surface Use Agreement. Grantee hereby acknowledges and agrees that the Surface Estate is bound by the Surface Use Agreement and the other Timber Instruments and covenants to Grantor that Grantee shall perform the Surface Use Agreement as if Grantee were a party thereto and will take no action or allow any omission that would result in a breach thereof.

11. With respect to any timber located on the Property which is not subject to the Surface Use Agreement and which is owned by Grantor as of the date of this Deed and conveyed to Grantee hereby, Grantor, for itself and its lessees, designees, grantees, successors and assigns, hereby EXPRESSLY RESERVES the right to cut or remove such timber from any part of the Surface Estate in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate; provided, however, Grantor shall give Grantee ninety (90) days' prior notice before cutting or removing such timber in order that Grantee may remove merchantable timber that would otherwise be destroyed by Grantor. In the event that Grantee fails to remove any such timber within said ninety (90) day period, then Grantor or its lessees, designees, grantees, successors or assigns may remove, cut, stack, sell or otherwise dispose of any such timber without any liability to Grantee.

12. Grantee hereby acknowledges and agrees that the Surface Estate conveyed by this Deed and the Property are in an area which is committed to the mining and removal of coal and other minerals and that coal mining operations and other enterprises may have been conducted, may presently be in the course of being conducted and may be conducted in the future by a lessee or lessees of Grantor, or its or their sublessees or contractors, in the general vicinity thereof. Grantee hereby acknowledges and agrees that Grantee accepts the Surface Estate, including all improvements thereon, AS IS, IN ITS PRESENT CONDITION, with all physical faults, defects and environmental conditions thereof; without any express or implied representations or warranties with regard thereto, including, without limitation, any warranties of merchantability, habitability or fitness for a particular purpose; and EXPRESSLY SUBJECT to the rights of others as set forth in this Deed. Grantee hereby covenants, warrants, acknowledges and agrees that:

(i) Grantee hereby expressly releases Grantor, its parents, subsidiaries, affiliates, lessees, designees, grantees or its or their directors, officers, members, managers, employees, contractors, agents, predecessors, successors or assigns, from any and all costs, liability, demands and claims of any nature or kind (including, without limitation, claims provided

for in any surface mining act or other law or regulation), arising from or related to the Surface Estate which arise from or out of or are related to, directly or indirectly, any past, present or future coal or other mineral extraction or related activities conducted with respect to the Property, including, without limitation, any unnatural condition that may exist, now or in the future, upon or under the Property and/or adjacent lands of Grantor as a result of such mining or other activities which in any manner has an effect upon the Surface Estate or the use thereof by Grantees, its successors or assigns;

(ii) Grantee hereby expressly waives any claim of any nature or kind it might otherwise have against Grantor, its parents, subsidiaries, affiliates, lessees, designees, grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, predecessors, successors or assigns, for any patent or latent defect to the Surface Estate (including the improvements thereon), including, without limitation, claims for existing contamination arising from the presence of hazardous materials, regulated substances or any other environmental conditions in, on, at or under the Surface Estate (including the improvements thereon);

(iii) For a period of Fifty (50) years beginning on the date of this Deed, Grantee hereby assumes all obligations or liabilities of Grantor, if any, with respect to compliance with all federal, state and local laws, statutes, ordinances, codes, rules and regulations now in effect or adopted in the future pertaining to the handling, removing, disposing of, or otherwise abating, any hazardous materials, regulated substances or any other environmental condition which may be present in, on, or at the Surface Estate (including the improvements thereon), including, without limitation, those pertaining to the personnel authorized to conduct such activities and the manner and conditions in which such activities must be conducted; provided, however, this section shall not be construed to make Grantee responsible to Grantor for any use or discharge of a hazardous material or regulated substance or any other environmental condition by or created by a third party in the course of the development, production, use, operation or other utilization of the Reserved Mineral Estate, including the Coal Estate, in violation of applicable law then in effect;

(iv) neither Grantor nor any of its agents have given, and Grantor is not liable for or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the absence or presence of hazardous materials, regulated substances or any other environmental condition, in, on, at or under the Surface Estate, including the improvements thereon;

(v) Grantee disclaims any reliance by Grantee upon any information provided by Grantor pertaining to any such environmental condition in, on, at or under the Surface Estate (including the improvements thereon); and

(vi) Grantee has and will rely solely upon Grantee's own inspections, tests, surveys, studies, procedures and investigations regarding the presence of any hazardous materials, regulated substances or any other environmental condition, in, on, at or under the Surface Estate (including the improvements thereon).

13. This Deed has been executed in multiple original counterparts for recordation purposes, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

By its execution of this Deed and acceptance of delivery thereof, Grantee, for itself and its successors and assigns, expressly acknowledges its acceptance of the terms of this Deed, including, without limitation, the exceptions, reservations, restrictions, agreements, conditions, covenants, representations, warranties, waivers and releases set forth herein, and hereby agrees to be bound thereby.

Consideration Certificate. This Deed conveys real estate located in more than one county in Kentucky. The Fair Market Value of the property herein conveyed is set forth below and the parties state that this is a conveyance for nominal consideration:

Floyd County --	\$140,579.00	(1291.74 Acres)
Johnson County --	\$420,000.00	(1247.98 Acres)
Martin County --	\$6,880,007.00	(47,433.72 Acres)
Pike County --	\$1,288,894.00	(9670.25 Acres)
TOTAL:	\$8,729,480.00	(59,643.69 Acres)

[The remainder of this page is intentionally left blank.]

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto subscribed their names this day and year aforesaid.

GRANTOR:

POCAHONTAS DEVELOPMENT CORPORATION

By: John W. Payne

Its: Vice President

STATE OF WEST VIRGINIA,

COUNTY OF MERCER, to-wit:

The foregoing Deed and Consideration Certificate was produced, acknowledged and sworn to before me this 16th day of December, 2016, by JOHN W. PAYNE, the Vice President of POCAHONTAS DEVELOPMENT CORPORATION, a Kentucky corporation, on behalf of the corporation.

Beteresia J. Willis
Notary Public

My commission expires: 5-17-2020

[NOTARY SEAL]



GRANTEE:

POCAHONTAS SURFACE INTERESTS, INC.

By: *John W. Payne*
Its: *Vice President*

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, to-wit:

The foregoing Deed and Consideration Certificate was produced, acknowledged and sworn to before me this *16th* day of December, 2016, by JOHN W. PAYNE, the Vice President of POCAHONTAS SURFACE INTERESTS, INC., a Virginia corporation, on behalf of the corporation.

Beteresia J. Willis
Notary Public

My commission expires: *5-17-2020*

[NOTARY SEAL]



This instrument was prepared by:

William S. Kendrick
William S. Kendrick, Esq. (KBA No. 38120)
PENN, STUART & ESRIDGE
119 East Court Street, Ste. 201
Prestonsburg, Kentucky 41653
Phone: (606)263-4966

STATE OF KENTUCKY

**Clerk's Certificate of Lodgment
and Record**

COUNTY OF Martin

I, Susie Skyles, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Deed was on the _____ day of _____, 2016, lodged for record, whereupon the same, with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 21 day of December, 2016.

Susie Skyles Clerk

By: Krissy Statan D.C.

SCHEDULE A
(“Kentucky Main Tract Properties” and “Rouge Steel Properties”)

I.

KENTUCKY – MAIN TRACT PROPERTIES

Various tracts of land containing in the aggregate 50,847.06 acres, more or less, situated generally in Floyd County, Kentucky, on the waters of Johns Creek and Dicks Creek of same, tributaries of Levisa Fork; in Johnson County, Kentucky, on the waters of Right Fork of Daniels Creek; in Martin County, Kentucky, on the waters of Rockcastle Creek and Rockhouse Fork, Middle Fork and Coldwater Fork of same, and on Wolf Creek, and Meathouse Creek and Pigeonroost Fork of same, all tributaries of Tug Fork; and in Pike County, Kentucky, on the waters of Left Fork of Brushy Fork of Johns Creek of Levisa Fork, and Elkins Fork and Bent Branch of Big Creek of Tug Fork, acquired by Pocahontas Development Corporation, Grantor herein, or its predecessors, pursuant to the instruments set forth below, which are hereby incorporated herein by reference for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands owned by Grantor in said counties:

1. The following instruments by which certain tracts of the Property situate in Floyd County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 119, at page 559;

b. Deed dated December 1, 1949, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 124, at page 224;

c. Deed dated October 15, 1952, from W. B. Taylor, Jr., and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 152, at page 383;

d. Deed dated April 1, 1953, from Rella Morrison, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 153, at page 316; and

e. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 173, at page 94.

2. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 231, at page 56.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Floyd County, Kentucky, in Articles of Incorporation Book 8, Page 278.

3. The following instruments by which certain tracts of the Property situate in Johnson County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Johnson County, in Deed Book 104, at page 359;

b. Deed dated December 1, 1949, from Pittsburgh Consolidation Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 123, at page 609.

4. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 188, at page 11.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Johnson County, Kentucky, in Articles of Incorporation Book 10, Page 296.

5. The following instruments by which certain tracts of the Property situate in Martin County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 39, at page 13;

b. Deed dated October 6, 1944, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 41, at page 346;

c. Deed dated February 28, 1945, from Inez Cline Moore, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 42, at page 25;

d. Deed dated April 2, 1946, from Goldie Cline, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 370;

e. Deed dated April 18, 1945, from William Russell Cline, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 374;

f. Deed dated April 2, 1946, from Mary Pauline Cline, unmarried, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 380;

g. Deed dated December 1, 1949, from Pittsburgh Consolidation Coal Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 49, at page 152;

h. Deed dated October 11, 1950, from Dollie Cline, and husband, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 50, at page 276;

i. Deed dated February 26, 1952, from Big Sandy Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 52, at page 161;

j. Quitclaim Deed of Exchange dated December 9, 1953, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 53, at page 605;

k. Deed dated October 18, 1954, from Lula Delong Rowland, and husband, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 54, at page 338;

l. Deed dated October 1, 1956, from Samuel Goble, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 55, at page 629;

m. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 58, at page 210;

n. Quitclaim Deed dated June 1, 1962, from Board of Education of Martin County, Kentucky, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 60, at page 75;

o. Deed dated September 7, 1965, from John Hale, single, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 5;

p. Deed dated June 13, 1966, from Rowland Collins, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 372;

q. Deed dated June 13, 1966, from Corda Jude, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 384;

r. Deed dated May 10, 1970, from Delphia Mullens, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 39, and in Deed Book 67, at page 516;

s. Deed dated June 30, 1970, from Hiram Tiller, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 73;

t. Deed dated July 25, 1970, from Alaphair Reitz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 106;

u. Deed dated July 20, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 108;

v. Deed dated August 1, 1970, from Eula Garred, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 124, and in Deed Book 67, at page 756;

w. Deed dated November 20, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 379;

x. Deed dated December 1, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 411;

y. Deed of Exchange dated March 10, 1971, from Elmer McGinnis, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 68, at page 208;

z. Deed dated August 2, 1971, from Earl F. Marcum, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 68, at page 602;

aa. Deed dated May 15, 1973, from Terry Elkhorn Mining Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 71, at page 276;

bb. Quitclaim Deed of Exchange and Partial Surrender of Lease dated May 1, 1976, from Eli Goble, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 40, at page 159; and

cc. Deed dated June 10, 1977, from Pontiki Coal Corporation to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 81, at page 706.

6. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 81, at page 874.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the clerk of Martin County, Kentucky in Articles of Incorporation Book 4, Page 118.

7. Confirmatory Deed dated December 15, 1980, from Pontiki Coal Corporation to Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 90, at page 590.

8. Deed dated September 19, 1984, from Connel J. Ware and Ruby Ware, husband and wife, to Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 96, at page 294.

9. The following instruments by which certain tracts of the Property situate in Pike County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated October 6, 1944, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 242, at page 567;

b. Deed dated October 15, 1952, from W. L. Taylor, Jr., and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 343, at page 353;

c. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 411, at page 645; and

d. Quitclaim Deed of Exchange dated February 5, 1965, from Ray Taylor Harris, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 459, at page 490.

10. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 543, at page 174.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Pike County, Kentucky, in Articles of Incorporation Book 10, Page 267.

In addition, all deeds, maps, plats and other instruments by which Grantor herein or said Grantor's predecessors in title were vested with title to the Property of which the Surface Estate is hereby conveyed are hereby incorporated herein by reference for a more particular description of the Property.

Said 50,847.06 acres, more or less, are made up of different tracts of land tabulated by various tax charges in the county and district set forth below. The areas given below are based on internal records of the Grantor and are not based on any tax account acreages returned for assessment. The information set forth below is provided for convenience of designation only, and nothing set forth herein is to be construed as a warranty of acreage.

The Tax Charge ID and Tract Identification information set forth below are provided for identification purposes in order for the Grantor and Grantee herein to identify the specific tracts situated within the Property of which the Surface Estate is hereby conveyed. The specific tracts are blocked according to their geographical location within a particular county and magisterial district.

TABLE OF AREA

In Floyd County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
42-FL-02	ROCKCASTLE	935.00
42-FL-04	ROCKCASTLE	16.00
42-FL-06	JOHNS CREEK	277.28
48-FL-04	TAYLOR TRACT	28.56
48-FL-06	BRUSHY FORK	12.78
48-FL-08	BRUSHY FORK	<u>22.12</u>
Total – Floyd County		1,291.74

In Johnson County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
01-JN-02	GREASY CREEK, DANIELS CREEK	466.20
42-JN-02	BRUSHY FORK – ROCKCASTLE (AGASSIZ)	41.54
42-JN-04	ROCKCASTLE (AGASSIZ)	740.24
Total – Johnson County		1,247.98

In Martin County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
01-MR-02	MILO QUAD	146.20
		*1.29
01-MR-02A	MILO QUAD	78.10
01-MR-04	INEZ QUAD	11.75
01-MR-06	INEZ QUAD	21.31
01-MR-08	INEZ QUAD	6.81
01-MR-10	INEZ QUAD	159.66
01-MR-12	INEZ QUAD	45.33
01-MR-14	OFF QUAD	298.07
105-MR-02	KERM; VAR QUAD	125.16
105-MR-04	VAR QUAD	744.21
105-MR-06	VAR QUAD	2.07
105-MR-08	VAR QUAD	1.26
105-MR-10	VAR QUAD	1.00
105-MR-12	VAR QUAD	2.70
105-MR-16	KERM QUAD	19.20
105-MR-18	KERM QUAD	151.82
105-MR-20	KERM QUAD	246.10
105-MR-26	NAUG; WILL QUAD	18.40
15-MR-02	VAR QUAD	3,447.00
42-MR-02	INEZ; LANC QUAD	9,103.51
42-MR-04	THOM QUAD	382.61
42-MR-07	THOM QUAD	***169.00
46-MR-02	KERM; VAR QUAD	6,957.18
46-MR-04	KERM; VAR QUAD	2,730.81
46-MR-06	VAR QUAD	286.35
46-MR-08	KERM QUAD	*88.46
46-MR-09	KERM; THO QUAD (NS Wolf Creek Spur Exchange – NOT MAPPED)	97.84
46-MR-10	KERM QUAD	106.50
46-MR-13	KERM QUAD	8.28

46-MR-15	KERM QUAD	30.98
46-MR-17	KERM QUAD	28.61
48-MR-02	INEZ; OFF QUAD	1,974.25
48-MR-04	INEZ; KERM QUAD	8,588.10
48-MR-06	INEZ QUAD	**86.25
48-MR-08	INEZ QUAD	**89.53
48-MR-10	INEZ QUAD	26.25
48-MR-12	OFF QUAD	****77.82
48-MR-14	INEZ QUAD	**149.75
48-MR-16	INEZ; KERM QUAD	1,608.45
48-MR-18	INEZ QUAD	3.29
48-MR-20	THOM QUAD	413.16
48-MR-22	THOM QUAD	649.44
48-MR-24	THOM QUAD	3,369.68
48-MR-28	THOM QUAD	***16.19
48-MR-29	INEZ; KERM QUAD (NS Wolf Creek Spur Exchange – NOT MAPPED)	144.49
48-MR-30	THOM QUAD	***31.25
48-MR-32	INEZ QUAD	1,397.68
48-MR-34	WATERS OF NEDDY FORK AND PESLEY FORK OF MAYMARD CREEK OF WOLF CREEK	650.24
48-MR-36	THOM; VAR QUAD	35.00
48-MR-38	THOM; VAR QUAD	87.75
48-MR-40	THOM QUAD	163.00
48-MR-42	THOM QUAD	81.86
48-MR-44	VAR QUAD	310.22
48-MR-48	VAR QUAD	108.00
48-MR-50	VAR QUAD	11.46
48-MR-52	INEZ QUAD	23.00
48-MR-54	KERM QUAD	*17.00
48-MR-56	INEZ QUAD	394.27
48-MR-58	INEZ QUAD	24.93
48-MR-60	THOM QUAD	1,140.67
48-MR-62	INEZ; KERM QUAD	97.51
48-MR-64	INEZ QUAD	57.56
105-MR-28	WILL QUAD	15.19
111-MR-02	KERM QUAD	<u>73.00</u>

Total – Martin County

47,433.72

*** Pocahontas Development Corporation owns timber interests appurtenant to the Surface Estate of this tract.**

**** Pocahontas Development Corporation owns an undivided 1/2 interest in this tract, less timber, oil and gas.**

***** Pocahontas Development Corporation owns a 1/3 undivided interest in this tract, less timber, oil and gas.**

****** Pocahontas Development Corporation owns a 199/200 undivided interest in this tract, less timber oil, and gas.**

In Pike County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
105-PK-02	WILL; VAR QUAD	250.52
105-PK-04	WILL QUAD	22.49
15-PK-02	VAR QUAD	463.07
48-PK-02	THOM QUAD	137.54
Total – Pike County		873.62

SUMMARY OF AREA

<u>County</u>	<u>Area in Acres</u>
Floyd	1,291.74
Johnson	1,247.98
Martin	47,433.72
Pike	873.62
Total – Kentucky – Main Tract	50,847.06

SUBJECT, However, to the rights of:

(a) Penn Virginia Oil & Gas Corporation, its successors and assigns, as the owner of certain oil, gas and coalbed methane gas, pursuant to:

(i) that certain Special Warranty Oil & Gas Deed dated April 1, 2000, from Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 448, at page 28; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 139, at page 110; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 787, at page 455; and

(ii) that certain Corrective and Confirmatory Oil and Gas Deed effective as of April 1, 2000, from Pocahontas Development, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 453, at page 662; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 67, at page 58; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 759 at page 771;

(b) Appalachian Forests A, LLC, its successors and assigns, as the owner of certain timber interest, pursuant to:

(i) that certain Timber Deed dated September 29, 2000, from Pocahontas Development Corporation to PDC, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 106; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 214; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 250; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 391;

(ii) that certain Seller Timber Deed dated September 29, 2000, from PDC, LLC to Bluefield Timber LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 130; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 238; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 274; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 414;

(iii) that certain Surface Use Agreement dated September 29, 2000, between Pocahontas Land Corporation, Pocahontas Development Corporation, Southern Region Industrial Realty, Inc., collectively as the "Companies", and Bluefield Timber LLC, as the "Buyer", as amended, recorded by Memorandum of Surface Use Agreement in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 467, at page 326; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 68, at page 241; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 404; and

(iv) that certain Deed dated November 13, 20007, from Bluefield Timber LLC to Appalachian Forests A, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 541, at page 179; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 410, at page 001; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 166, at page 420; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 914, at page 604;

(b) Middlefork Land Company, its successors and assigns:

(i) pursuant to that certain Lease dated October 2, 1995, as supplemented and amended, recorded in Martin County Court Clerk's Office in Lease Book No. 70, page 291, from Pocahontas Development Corporation;

(ii) as successor in interest of Beech Fork Processing, pursuant to that certain unrecorded Assignment, Consent to Assignment, Amendment of Lease and Agreement dated June 1, 1998, between Pocahontas Development Corporation, Beech Fork Processing and Middlefork Land Company;

(iii) as remote successor in interest of Saarcar Coal, Inc., pursuant to that certain unrecorded Consent to Assignment and Estoppel Certificate dated September 15, 1998, between

Pocahontas Development Corporation, Mountaineer Land Company, successor in interest of Saarcar Coal, Inc., and Middlefork Land Company; and

(iv) as successor in interest of Martin County Coal Corporation, pursuant to that certain Consent and Partial Assignment dated June 25, 2001, between Pocahontas Development, Martin County Coal Corporation, and Middlefork Land Company;

(c) Lauren Land Company, its successors and assigns:

(i) pursuant to that certain Lease dated January 31, 1992, as supplemented and amended, from Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 58, at page 98; and

(ii) as successor to B.C. Coal Company pursuant to those certain Articles of Merger dated January 1, 1994, merging B.C. Coal Company and Big Creek Land Company into Lauren Land Company;

(d) Martin County Coal Corporation, its successors and assigns, pursuant to:

(i) that certain Lease and Agreement dated June 1, 1969, as supplemented and amended, from Pocahontas Land Corporation, remote predecessor in title of Pocahontas Development, recorded by Memorandum of Lease in the Office of the Clerk of Martin County, Kentucky, in Book 70, at page 440; and

(ii) that certain Lease and Agreement dated July 1, 1972, from Pocahontas Land Corporation, remote predecessor in title of Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 70, at page 451;

(e) Toptiki Coal Corporation, its successors and assigns, pursuant to that certain Lease dated November 12, 2000, as supplemented and amended, from Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 81, at page 466;

(f) Revelation Energy, LLC, its successors and assigns:

(i) as successor in interest of Pontiki Coal, LLC, pursuant to that certain Assignment and Assumption of Leases dated May 16, 2014, that certain as successor to Pontiki Coal Corporation Assignment and Assumption of Leases between Pontiki Coal, LLC and Revelation Energy, LLC, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 82, at page 29;

(ii) as successor in interest of Lexington Coal Company, pursuant to that certain unrecorded Consent and Estoppel Agreement dated February 10, 2012, between Lexington Coal Company and Revelation Energy, LLC; and

(iii) pursuant to that certain Right of Entry dated December 11, 2013, for the purpose of mining the Coalburg Seam and seams above within ten parcels of land aggregating 24,705.95 acres, more or less from Pocahontas Development Corporation (will expire upon execution of lease);

(g) Others as owners of the oil, gas, coalbed methane gas, and various seams of coal not owned by Pocahontas Development Corporation;

(h) Norfolk Southern Railway Company, its successors and assigns, for railway rights of way as now located and in use;

(i) BellSouth Telecommunications, LLC, its successors and assigns, for telephone lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in BellSouth Telecommunications, LLC;

(j) Kentucky Power Company, its successors and assign, for rights of way for electric power transmission lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in Kentucky Power Company;

(k) Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, and the public for rights of way for public roads as now located and in use;

(l) Others in any and all transmission lines, pipelines, rights of way, structures, easements and restrictions as may or may not appear of record; and

(m) The public, United States of America, Commonwealth of Kentucky, riparian owners and others, if any, in and to the beds and streams of any and all waterways, tributaries and other drainage systems which may be included within the boundaries of said 50,847.15 acres, more or less; and

(n) Others pursuant to any and all outconveyances of the Surface Estate and/or other interests in and to the Property by Pocahontas Development Corporation.

II.

ROUGE STEEL PROPERTIES

Various tracts of land containing approximately 8,796.60 acres, situated in Pike County, Kentucky, on the waters of Tug Fork, and Pond Creek and Blackberry Creek of same; and on Blackberry and Pinson Forks of said Pond Creek, and Left and Right Forks of said Blackberry Creek, acquired by Pocahontas Development Corporation, Grantor herein, or its predecessors, pursuant to the instruments set forth below, which are hereby incorporated herein by reference for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands conveyed by Grantor in said county:.

for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands conveyed by Grantor in said county:

1. Quitclaim Deed dated January 1, 1982, from Ford Motor Company to Rouge Steel Company, predecessor in title of Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 601, at page 509.

2. Deed dated March 5, 1987, from said Rouge Steel Company to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 602, at page 342.

3. Deed of Exchange dated March 13, 1995, between Pocahontas Development Corporation and Road Fork Development Company, Inc., with Stone Mining Company, Lauren Land Company and Ridge Mining, Inc. joining, of record in the Office of the Clerk of Pike County, Kentucky, in Deed book 716, at page 335.

4. Deed dated December 30, 1997, from Sunny Ridge Enterprises, Inc. to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 749, at page 510.

5. Deed dated December 30, 1997, from Sunny Ridge Enterprises, Inc. to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 749, at page 514.

6. Quitclaim Deed dated February 19, 2002, from Norfolk Southern Railway Company to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 499.

7. Deed of Exchange dated April 2, 2002, between Pocahontas Development Corporation, and, Ernie Justice and Anna Louise Justice, husband and wife, with Lauren Land Company and Stone Mining Company joining, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 834, at page 592.

In addition, all deeds, maps, plats and other instruments by which Grantor herein or said Grantor's predecessors in title were vested with title to the Property of which the Surface Estate is hereby conveyed are hereby incorporated herein by reference for a more particular description of the Property.

Said approximate 8,796.63 acres are made up of different tracts of land tabulated by various tax charges in the county and district set forth below. The information given below is provided for convenience only, and nothing set forth herein is to be construed as a warranty of acreage. The Tax Charge ID and Tract Identification information set forth below are provided for identification purposes for the Grantor and Grantee herein. The specific tracts are blocked according to their geographical location within a particular county and magisterial district.

TABLE OF AREA

Pike County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
16-PK-02	MATE QUAD	24.75
16-PK-04	MATE QUAD	**54.00
16-PK-06	MATE QUAD	114.57
16-PK-07	MATE QUAD	60.11
16-PK-08	MATE QUAD	38.42
16-PK-10	MATE QUAD	33.78
16-PK-12	MATE QUAD	9.58
16-PK-14	MATE QUAD	1,237.95
16-PK-15	MATE QUAD	*106.29
16-PK-16	MATE QUAD	77.55
16-PK-18	MATE QUAD	14.23
16-PK-22	MATE QUAD	13.68
16-PK-24	MATE QUAD	28.87
20-PK-02	MATEWAN QUAD	566.75
20-PK-04	MATEWAN QUAD	0.40
27-PK-02	NARROWS BR OF BLACKBERRY CR OF POND CREEK	1,020.94 *0.87
27-PK-04	DELB QUAD	6.51
32-PK-01	BELF; DELB QUAD	23.84
32-PK-02	WATERS OF MILL BRANCH OF POND FORK	429.29
32-PK-04	POND CREEK OF TUG FORK	369.00
32-PK-06	BELF QUAD	28.15
32-PK-08	BELF QUAD	47.67
32-PK-10	BELF QUAD	37.78
32-PK-12	BELF QUAD	33.98
32-PK-13	WATERS OF LOVE BRANCH OF POND CREEK	0.66
32-PK-14	BELF; MATE QUAD	1,369.10 *3.00
32-PK-16	MATE QUAD	770.47
32-PK-18	LEFT FORK OF BLACKBERRY CREEK TUG FORK	880.16
32-PK-20	WILL QUAD	25.48
32-PK-22	MATE QUAD	88.98 ***46.94
32-PK-24	MATE QUAD	3.25
32-PK-30	MATE QUAD	63.29
32-PK-36	MATE QUAD	20.11
37-PK-02	MATE QUAD	26.33

37-PK-06	BELF QUAD	9.90
37-PK-08	MATE QUAD	38.75
49-PK-02	MATE QUAD	321.71
49-PK-04	MATE QUAD	13.86
58-PK-02	MATE QUAD	566.92
58-PK-04	MATE QUAD	150.00
HAGER TRACT	WATERS OF LEFT FORK OF OF BLACKBERRY CREEK	1.25
HAGER TRACT	WATERS OF LEFT HAND FORK OF OF BLACKBERRY CREEK	11.56
NS NARROWS BRANCH	WATERS OF NARROWS BRANCH OF BLACKBERRY CREEK OF POND CREEK	*4.95
Ernie Justice	PEEL POPLAR BRANCH OF LEFT FORK BLACKBERRY CREEK	* <u>1.00</u>

Total – Rouge Steel **8,796.63**

*** Pocahontas Development Corporation owns the timber interests appurtenant to the Surface Estate of this tract.**

**** Pocahontas Development Corporation owns a 2/3 undivided interest in this tract, less the timber, oil and gas.**

*****Pocahontas Development Corporation owns a 13/14 undivided interest and a 1/14 undivided interest in this tract, less the timber, oil and gas.**

SUBJECT, However, to rights of:

(a) Penn Virginia Oil & Gas Corporation, its successors and assigns, as the owner of certain oil, gas and coalbed methane gas, pursuant to:

(i) that certain Special Warranty Oil & Gas Deed dated April 1, 2000, from Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 448, at page 28; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 139, at page 110; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 787, at page 455; and

(ii) that certain Corrective and Confirmatory Oil and Gas Deed effective as of April 1, 2000, from Pocahontas Development, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 453, at page 662; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 67, at page 58; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 759 at page 771;

(b) Appalachian Forests A, LLC, its successors and assigns, as the owner of certain timber interest, pursuant to:

(i) that certain Timber Deed dated September 29, 2000, from Pocahontas Development Corporation to PDC, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 106; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 214; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 250; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 391;

(ii) that certain Seller Timber Deed dated September 29, 2000, from PDC, LLC to Bluefield Timber LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 130; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 238; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 274; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 414

(iii) that certain Surface Use Agreement dated September 29, 2000, between Pocahontas Land Corporation, Pocahontas Development Corporation, Southern Region Industrial Realty, Inc., collectively as the "Companies", and Bluefield Timber LLC, as the "Buyer", as amended, recorded by Memorandum of Surface Use Agreement in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 467, at page 326; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 68, at page 241; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 404; and

(iv) that certain Deed dated November 13, 20007, from Bluefield Timber LLC to Appalachian Forests A, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 541, at page 179; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 410, at page 001; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 166, at page 420; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 914, at page 604;

(c) Duchess Coal Company, its successors and assigns, pursuant to that certain Amended and Restated Lease dated February 22, 1993, as amended and modified, from Pocahontas Development Corporation to Stone Mining Company, predecessor in interest of Duchess Coal Company, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 722, at page 546;

(d) Lauren Land Company, its successors and assigns, pursuant to that certain Amended and Restated Lease dated February 22, 1993, from Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 722, at page 558;

(e) ICG East Kentucky, LLC, its successors and assigns, pursuant to that certain unrecorded Lease dated May 8, 2008, as renewed on August 17, 2015, for reclamation purposes only, from Pocahontas Development Corporation ;

(f) Revelation Energy, LLC, its successors and assigns:

(i) as successor in interest of Appalachian Fuels, LLC, pursuant to that certain unrecorded Lease dated July 31, 2003, and effective June 22, 2003, from Pocahontas Development Corporation to Appalachian Fuels, LLC, and that certain unrecorded Addendum to Lease dated December 14, 2009 (resulting from Appalachian Fuels, LLC's bankruptcy proceedings);

(ii) as sublessee of Colonial Coal Company, Inc., pursuant to that certain unrecorded Lease and Sublease Agreement dated August 19, 2011; and

(iii) as successor in interest of Lexington Coal Company, pursuant to that certain unrecorded Consent and Estoppel Agreement dated February 10, 2012, between Lexington Coal Company and Revelation Energy, LLC;

(g) Others as owners of the oil, gas, coalbed methane gas, other minerals, and various seams of coal not owned by Pocahontas Development Corporation;

(h) Norfolk Southern Railway Company, its successors and assigns, for railway rights of way as now located and in use;

(i) BellSouth Telecommunications, LLC, its successors and assigns, for rights it may have for telephone lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in BellSouth Telecommunications, LLC, its successors and assigns;

(j) Kentucky Power Company, its successors and assigns, for rights of way for electric power transmission lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in said Kentucky Power Company;

(k) Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, and the public for rights of way for public roads as now located and in use;

(l) Others in any and all transmission lines, pipelines, rights of way, structures, easements and restrictions as may or may not appear of record;

(m) The public, United States of America, Commonwealth of Kentucky, riparian owners and others, if any, in and to the beds and streams of any and all waterways, tributaries and other drainage systems which may be included within the boundaries of the aforesaid 8,796.63 acres, more or less; and

(n) Others pursuant to any and all outconveyances of the Surface Estate and/or other interests in and to the Property by Pocahontas Development Corporation, including, but not limited to, that certain unrecorded Deed dated November 5, 2013, from Pocahontas Development Corporation and Appalachian Forests A, LLC to LCC Kentucky, LLC, with Twin Energies, Inc. joining.

III.

RECAPITULATION

<u>Property</u>	<u>Areas in Acres</u>
Kentucky – Main Tract Properties	50,847.06
Rouge Steel Properties	8,796.63
TOTAL	59,643.69

NOTWITHSTANDING THE USE OF COAL OR MINERAL TAX CHARGE OR ID NUMBERS IN THE ABOVE SURFACE DESCRIPTIONS, SUCH REFERENCES ARE ONLY TO PROVIDE BETTER DESCRIPTIONS OF THE CONVEYED SURFACE ESTATES. THE ABOVE DESCRIPTIONS ARE FOR THE SURFACE ESTATES ONLY.

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Deed Book: 151
Page Number: 412
Date: 9-18-03

QUITCLAIM DEED

THIS DEED OF CONVEYANCE made and entered into on this ____ day of May, 2003, by and between **MONT BLACKBURN AND VICIE BLACKBURN**, husband and wife, of HC 68, Box 15, Inez, KY 41224; **ROBERT BLOUNT AND BEATRICE BLOUNT**, husband and wife, of 1093 Williams Road, Columbus, Ohio; **WILLIAM CRUM AND TENNESSEE CRUM**, husband and wife, of HC 64, Box 635, Debord, KY 41214; **DAVIE "DANNY" MAYNARD AND ETTA MARIE MAYNARD**, husband and wife, of P. O. Box 370, Inez, KY 41224; **PRENTIS TILLER AND CAROL TILLER**, husband and wife, of 130 Hardinville Road, Inez, KY 41224; **DENNIS TILLER AND DANETTE TILLER**, husband and wife, of P. O. Box 1195, Inez, KY 41224 and **ROY TILLER AND JUDY TILLER**, husband and wife, of HC 68, Box 1668, Inez, KY 41224, parties of the first part, **AND JAMES STOVER AND GREATHEL STOVER**, husband and wife, with right of survivorship, of 4655 Wingate Road, Columbus, Ohio 43232, parties of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said parties of the first part have this day bargained and sold and do hereby sell and convey to the parties of the second part, **for and during their joint lives with the remainder in fee simple to the survivor**

thereof, all their right, title, interest and claim in and to the following described tract or parcel of land lying in Martin County, Kentucky, more particularly described as follows:

A CERTAIN TRACT OF LAND IN THE COMMUNITY OF COLDWATER, MARTIN COUNTY, KENTUCKY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

BEGINNING AT AN IPC SET STAMPED 5760-2, SAID IPC BEING A COMMON CORNER TO GEORGE & GEORGENA SMITH (DEED BOOK #137, PAGE #165); THENCE WITH THE LINE OF SAID SMITH SOUTH 61°22'21" EAST, A DISTANCE OF 115.93 FEET TO AN IPC FOUND STAMPED 4337-63, THENCE NORTH 48°36'55" EAST, A DISTANCE OF 93.98 FEET TO AN IPC FOUND STAMPED 4337-62; THENCE SOUTH 34°12'05" EAST, A DISTANCE OF 286.52 FEET TO AN IPC SET STAMPED 5760-3; THENCE SOUTH 29°40'17" EAST, A DISTANCE OF 180.49 FEET TO AN IPC SET STAMPED 5760-4; THENCE SOUTH 04°30'04" EAST, A DISTANCE OF 116.71 FEET TO AN IPC SET STAMPED 5760-5; THENCE SOUTH 21°20'18" EAST, A DISTANCE OF 177.37 FEET TO AN IPC SET STAMPED 5760-6; THENCE SOUTH 23°39'05" EAST, A DISTANCE OF 211.81 FEET TO AN IPC SET STAMPED 5760-7; THENCE SOUTH 05°45'10" EAST, A DISTANCE OF 106.24 FEET TO AN IPC SET STAMPED 5760-8, A CORNER TO THE LANDS NOW OR FORMERLY OWNED BY GLENN & SHIRLEY CORNETT (DEED BOOK #85, PAGE #27); THENCE LEAVING SAID SMITH AND WITH SAID CORNETT SOUTH 66°58'37" WEST, A DISTANCE OF 207.80 FEET TO AN IPC SET STAMPED 5760-9, THENCE SOUTH 50°26'02" WEST, A DISTANCE OF 284.68 FEET TO AN IPC SET STAMPED 5760-10; THENCE SOUTH 79°13'06" WEST, A DISTANCE OF 93.71 FEET TO AN IPC SET STAMPED 5760-11, A CORNER TO PRENTICE TILLER (DEED BOOK #84, PAGE #582); THENCE LEAVING CORNETT AND WITH SAID PRENTICE TILLER NORTH 44°02'29" WEST, AT 210.00 FEET PASSING OVER A CORNER TO ROY TILLER (DEED BOOK #149, PAGE #428), IN ALL A DISTANCE OF 282.32 FEET TO AN IPC SET STAMPED 5760-12; THENCE NORTH 44°01'12" WEST, A DISTANCE OF 287.59 FEET TO AN IPC SET STAMPED 5760-13; THENCE LEAVING SAID ROY TILLER NORTH 32°16'43" EAST, A DISTANCE OF 121.21 FEET TO AN IPC SET STAMPED 5760-14, THENCE NORTH 27°45'08" EAST, A DISTANCE OF 100.19 FEET TO AN IPC SET STAMPED 5760-15; THENCE NORTH 61°20'26" WEST, A DISTANCE OF 33.97 FEET TO AN IPC SET STAMPED 5760-16; THENCE NORTH 61°20'26" WEST, A DISTANCE OF 25.67 FEET TO THE CENTERLINE OF COLDWATER CREEK; THENCE RUNNING WITH THE MEANDERS OF SAID CREEK THE NEXT 6 CONSECUTIVE COURSES:

1. NORTH 29°26'43" EAST, A DISTANCE OF 102.43 FEET;
2. NORTH 20°44'34" EAST, A DISTANCE OF 102.13 FEET;

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3. NORTH 22° 42' 23" EAST, A DISTANCE OF 115.64 FEET;
 4. NORTH 24° 08' 49" EAST, A DISTANCE OF 139.15 FEET;
 5. NORTH 16° 25' 38" EAST, A DISTANCE OF 138.70 FEET;
 6. NORTH 07° 08' 35" EAST, A DISTANCE OF 75.97 FEET

THENCE LEAVING THE MEANDERS OF SAID CREEK SOUTH 55° 20' 54" EAST, A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING. CONTAINING 15.38 ACRES, MORE OR LESS.

INGRESS / EGRESS EASEMENT

BEGINNING AT A POINT IN THE CENTER LINE OF A 15.00 FOOT INGRESS EGRESS EASEMENT, SAID POINT BEARS NORTH 30° 55' 39" EAST A DISTANCE OF 172.69 FEET FROM AN IPC SET STAMPED 5760-13 IN THE SOUTH WESTERN BOUNDARY OF THE DESCRIBED TRACT OF LAND; THENCE RUNNING WITH THE CENTER LINE OF THE SAID EASEMENT NORTH 69° 16' 58" EAST, A DISTANCE OF 65.85 FEET TO A POINT, THENCE NORTH 40° 28' 43" EAST, A DISTANCE OF 79.01 FEET TO A POINT AT THE END OF SAID EASEMENT.

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS AN "IPC SET" IS A SET 5/8" REBAR, EIGHTEEN TO TWENTY-FOUR INCHES (18" - 24") IN LENGTH, WITH AN ALUMINUM CAP STAMPED "BOCOOK ENGINEERING, INC. LS 2217 LS 3232 LS 3439". ALL BEARINGS STATED HEREIN ARE REFERRED TO THE TRUE NORTH AS OBSERVED APRIL 8, 2003 ALONG THE SURVEYED LINE OF THE TRACT DESCRIBED HEREIN.

PROPERTY DESCRIPTION FURNISHED BY GRANTORS.

Being a portion of the same property conveyed to Louisa Preece by Deed dated February 18, 1905, and recorded in Deed Book C, page 78. Also see Affidavit of Descent of Nettie Tiller, recorded in Deed Book 113, page 70, in the Office of the Martin County Court Clerk.

The above described real property is conveyed subject to all valid and existing restrictions, easements, covenants, limitations, reservations and conditions as may appear in the record chain of title thereto.

TO HAVE AND TO HOLD all of the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto

the parties of the second part, for and during their joint lives with the remainder in fee simple to the survivor thereof, his or her heirs and assigns forever, with covenant of Special Warranty of title.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands on this the date which is first above written.

Mont Blackburn
MONT BLACKBURN

Vicie Blackburn
VICIE BLACKBURN

Robert Blount
ROBERT BLOUNT

Beatrice L. Blount
BEATRICE BLOUNT

William Crum
WILLIAM CRUM

Tennessee Crum
TENNESSEE CRUM

Davie "Davy" Maynard
DAVIE "DANNY" MAYNARD

Etta Marie Maynard
ETTA MARIE MAYNARD

Prentis Tiller
PRENTIS TILLER

Carol Tiller
CAROL TILLER

Dennis Tiller
DENNIS TILLER

Danette Tiller
DANETTE TILLER

Roy Tiller
ROY TILLER

Judy Tiller
JUDY TILLER

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COMMONWEALTH OF KENTUCKY} ACKNOWLEDGEMENT
COUNTY OF MARTIN}

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **MONT BLACKBURN AND VICIE BLACKBURN**, same to be their voluntary act and deed this 8th day of ~~May~~ ^{Sept.}, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

STATE OF Ky.} ACKNOWLEDGEMENT
COUNTY OF Martin}

I, Etta M. Maynard, a Notary Public in and for the County and State aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **ROBERT BLOUNT AND BEATRICE BLOUNT**, same to be their voluntary act and deed this 19th day of June, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

(S E A L)

COMMONWEALTH OF KENTUCKY} ACKNOWLEDGEMENT
COUNTY OF MARTIN}

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **WILLIAM CRUM AND TENNESSEE CRUM**, same to be their voluntary act and deed this 19th day of ~~May~~^{June}, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY} ACKNOWLEDGEMENT
COUNTY OF MARTIN}

I, Lewis J. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **DAVIE "DANNY" MAYNARD AND ETTA MARIE MAYNARD**, same to be their voluntary act and deed this 9 day of ~~May~~^{Sept}, 2003.

My Commission expires 3-17-04.

Lewis J. Maynard
NOTARY PUBLIC

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COMMONWEALTH OF KENTUCKY}

ACKNOWLEDGEMENT

COUNTY OF MARTIN}

I, Lewis J. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **PRENTIS TILLER AND CAROL TILLER**, same to be their voluntary act and deed this 9 day of ~~May~~^{Sept}, 2003.

My Commission expires 3-17-04.

Lewis J. Maynard
NOTARY PUBLIC

STATE North Carolina

ACKNOWLEDGEMENT

COUNTY OF Lenoir }

I, Edna A. Potter, a Notary Public in and for the County and State aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **DENNIS TILLER AND DANETTE TILLER**, same to be their voluntary act and deed this 24 day of ~~May~~^{June}, 2003.

My Commission expires 03/16/2007.

Edna A. Potter
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY} ACKNOWLEDGEMENT
COUNTY OF MARTIN}

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **ROY TILLER AND JUDY TILLER**, same to be their voluntary act and deed this 19th day of ~~May~~ ^{June}, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

CONSIDERATION CERTIFICATE

The Grantors and Grantees do hereby certify pursuant to KRS chapter 382, the fair market value of the property herein conveyed is \$ 6,000.00 and we understand that falsification of the stated value is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

This the ___ day of May, 2003.

GRANTORS:

Mont Blackburn
MONT BLACKBURN

Vicie Blackburn
VICIE BLACKBURN

Robert Blount
ROBERT BLOUNT

Beatrice L Blount
BEATRICE BLOUNT

William Crum
WILLIAM CRUM

Tennessee Crum
TENNESSEE CRUM

Davie "Danny" Maynard
DAVIE "DANNY" MAYNARD

Etta Marie Maynard
ETTA MARIE MAYNARD

Prentis Tiller
PRENTIS TILLER

Carol Tiller
CAROL TILLER

Dennis Tiller
DENNIS TILLER

Danette Tiller
DANETTE TILLER

Roy Tiller
ROY TILLER

Judy Tiller
JUDY TILLER

GRANTEES:

James Stover
JAMES STOVER

Greathel Stover
GREATHEL STOVER

COMMONWEALTH OF KENTUCKY} ACKNOWLEDGEMENT
COUNTY OF MARTIN}

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **MONT BLACKBURN AND VICIE BLACKBURN**, grantors, this 8th day of ~~May~~ ^{Sept.}, 2003.

My Commission expires 9-30-03

Etta M. Maynard
NOTARY PUBLIC

STATE OF Ky. }
COUNTY OF Martin } ACKNOWLEDGEMENT

I, Etta M. Maynard, a Notary Public in and for the County and State aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **ROBERT BLOUNT AND BEATRICE BLOUNT**, grantors, this 19th day of June, 2003.

My Commission expires 9-30-03.

(S E A L)

Etta M. Maynard
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY }
COUNTY OF MARTIN } ACKNOWLEDGEMENT

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **WILLIAM CRUM AND TENNESSEE CRUM**, grantors, this 19th day of ~~May~~ ^{June}, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

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COMMONWEALTH OF KENTUCKY}

ACKNOWLEDGEMENT

COUNTY OF MARTIN}

I, Lewis J. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **DAVIE "DANNY" MAYNARD AND ETTA MARIE MAYNARD**, grantors, this 9 day of ^{Sept.} ~~May~~, 2003.

My Commission expires 3-17-04.

Lewis J. Maynard
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY}

ACKNOWLEDGEMENT

COUNTY OF MARTIN}

I, Lewis J. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **PRENTIS TILLER AND CAROL TILLER**, grantors, this 09 day of ^{Sept} ~~May~~, 2003.

My Commission expires 3-17-04.

Lewis J. Maynard
NOTARY PUBLIC

STATE OF North Carolina
COUNTY OF Lenoir } ACKNOWLEDGEMENT

I, Edna A. Potter, a Notary Public in and for the County and State aforesaid do hereby certify the foregoing consideration certificate was produced, acknowledged and sworn to before me by **DENNIS TILLER AND DANETTE TILLER**, grantors, this 24 day of ~~May~~ ^{June}, 2003.

My Commission expires 03/16/2007.

Edna A. Potter
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY }
COUNTY OF MARTIN } ACKNOWLEDGEMENT

I, Etta M. Maynard, a Notary Public in and for the County and Commonwealth aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **ROY TILLER AND JUDY TILLER**, grantors, this 19th day of ~~May~~ ^{June}, 2003.

My Commission expires 9-30-03.

Etta M. Maynard
NOTARY PUBLIC

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STATE OF Ky }
COUNTY OF Martin } ACKNOWLEDGEMENT

I, Tonya DeLong, a Notary Public in and for the County and State aforesaid do hereby certify the foregoing deed was produced, acknowledged and sworn to before me by **JAMES STOVER AND GREATHHEL STOVER**, grantees, this 18th day of Sept., 2003.

My Commission expires 8-26-07.

(SEAL)

Tonya DeLong
NOTARY PUBLIC

SINCE NO ABSTRACT OR TITLE CHECK WAS MADE THE UNDERSIGNED ATTORNEY HAS NO OPINIONS TO THE VALIDITY OF THE TITLE TO THE HEREIN ABOVE DESCRIBED PROPERTY.

THIS INSTRUMENT PREPARED BY:

[Signature]
MUNCY LAW OFFICE
P. O. BOX 411
INEZ, KENTUCKY 41224
TELEPHONE: 606-298-5001

State of Kentucky, Martin, KY
I, Carol Sue Mills, Clerk of the County and State aforesaid, do certify that on the 18 day of Sept 20 03 at 2:30 P.M. the foregoing Deed was lodged in my office for record, and that I truly have recorded it, together with this and the foregoing certificate, thereon endorsed. Witness my hand this the 18 day of Sept 20 03
CAROL SUE MILLS, Martin County Clerk
Tonya DeLong D.C.

DEED

THIS DEED OF CONVEYANCE, made and entered into this 16th day of September, 1990, by and between, Columbus Tiller, Widower, Hc 68, Box 1668, Inez, Ky. 41224, Dennis Tiller and Dannette Tiller, his wife, P.O. Box 1069, Louisa, KY. 41230 William "Bill" Crum and Tennessee Crum, his wife, Route 264, Box 635, Davella, Ky. 41212; Dave "Danny" Maynard and Etta Marie Maynard, his wife, P.O. Box 370, Inez, Ky. 41224, James " Jim Stover and Grethel Stover, his wife, 1966 Leslie Avenue, South Columbus, Ohio, 43207; Roy Tiller and Judy Tiller, his wife, HC 68, Box 1668, Inez, Ky. 41224, Robert Blount and Beatrice L. Blount, his wife, 1093 Williams Road, Columbus, Ohio 43207, and Mont Blackburn and Vicie Blackburn, his wife, Route 3, Box 1, Inez, Ky. 41224, GRANTOR'S to Prentice Tiller and Carol Tiller, his wife, of Hc 63, Box 1105, Inez, Ky. 41224 GRANTEE'S.

WITNESSETH:

That the parties of the first part for and in consideration of the sum total of One Dollar (\$1.00), cash paid in hand, the receipt of which is hereby acknowledged, the parties of the first part hereby sell, grant and convey unto the parties of the second part, certain property in Martin County, Ky with covenant of General Warranty, the following described property: Situate and being, in Martin County, Kentucky and more particularly described as follows:

BEGINNING at a power pole by side of county road; thence S. 29 degrees 31' 21" W. 86.11 feet to stake in county road; thence S. 88 degrees 20' W. 1104.94 feet to stake on center of ridge; thence N. 55 degrees 53' 58" E. 186.14 feet to a point 8 feet from large rock and four feet from 12 inch C.O.; Thence N. 64 degree 53' 31" E. 290.52 feet to P K nail in root of 6 inch Beech; Thence 4 N. 72 degree 13' 32" E. 183.25 feet to a tack in roof of a 6 inch W.O.; Thence N. 82 degree 58' 39" E. 134.88 feet to a nail in roof of a small popular; Thence S. 79 degree 35' 10" E. 258.08 feet to a metal fence post on creek bank; thence S. 48 degree 45' E. 224.40 feet to the beginning containing 4.83 acres, more or less.

(surface only).
BEING the same land conveyed to Grantor by deed from Alex Z. Preece, from deed dated August 1951, of record in Deed Book 51, at pages 147-150, records of the Martin County Clerk's Office.

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TO HAVE AND TO HOLD all of the above-described real property together with all the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantees, their heirs and assigns forever, with covenant of general warranty of title;

IN TESTIMONY WHEREOF witness our hands the date and year first above written.

Columbus Tillor
COLUMBUS TILLER

Dennis Tiller
DENNIS TILLER

Danette Tiller
DANETTE TILLER

William T. Crum
WILLIAM "BILL" CRUM

Tennessee Crum
TENNESSEE CRUM

Dave E. Maynard
DAVE "DANNY" MAYNARD

Etta Marie Maynard
ETTA MARIE MAYNARD

James J. Stover
JAMES "JIM" STOVER

Grethel Stover
GRETHEL STOVER

Roy Tiller
ROY TILLER

Judy Tiller
JUDY TILLER

Robert Blount
ROBERT BLOUNT

Beatrice L. Blount
BEATRICE L. BLOUNT

Mont Blackburn
MONT BLACKBURN

Vicie Blackburn
VICIE BLACKBURN

This instrument was prepared by the Hon. Kennis Maynard, Attorney at Law, P.O. Box 615, Main Street, Inez, Kentucky, 41224. Since no abstract or title check was made, the undersigned attorney has no opinion as to the validity of the title to the property described in the hereinabove mentioned.

PREPARED BY:

Kennis Maynard
KENNIS MAYNARD
ATTORNEY AT LAW
P.O. BOX 615
INEZ, KY 41224

STATE OF KENTUCKY

COUNTY OF MARTIN

I Carol Sue Mills, Clerk of the County and State aforesaid, do hereby certify that the foregoing Deed was this 2 day Dec, 1990^{9/1} lodged in my office for record and that it, the foregoing and this certificate have been duly recorded in my said office. WITNESS MY HAND this 2 day of Dec, 1990^{9/1}.

Carol Sue Mills
CAROL SUE MILLS, CLERK

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentice Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by Robert Blount and Beatrice Blount, his wife, to be their free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentis Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by Mont Blackburn and Vicie Blackburn, his wife, to be their act and deed.

Etta M. Maynard
NOTARY PUBLIC

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STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentice Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by James "Jim" Stover and Grethel Stover, his wife, to be their free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentis Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by Roy Tiller and Judy Tiller, his wife to be their free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentice Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by Columbus Tiller, widower, to be his free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Kenneth Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS to Prentis Tiller and Carol Tiller, his wife, GRANTEES was produced and acknowledged before me by Dave "Danny" Maynard and Etta Marie Maynard, his wife to be their free act and deed.

Kenneth Maynard
NOTARY PUBLIC

684

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS, to Prentice Tiller and Carol Tiller, his wife, GRANTEES, was produced and acknowledged before me by Dennis Tiller and Danette Tiller, his wife, to be their free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

I, Etta M. Maynard, a Notary Public in and for the county and state aforesaid, certify that the foregoing deed from Columbus Tiller, et al the GRANTORS, to Prentis Tiller and Carol Tiller, his wife, GRANTEES, was produced and acknowledged before me by William "Bill" Crum and Tennessee Crum, his wife, to be their free act and deed.

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

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Subscribed and sworn to before me this 17th day
of September, 1990 by Tennessee Crum and
William Crum.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 21st day
of September, 1990, by Dennis Tiller and
Dinette Tiller.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 21st day
of December, 1990, by Columbus Tiller and
_____.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 5th day of
Nov., 1990, by DAVID E. MAYNARD and
ETTA M. MAYNARD.

MY COMMISSION EXPIRES:

Jan 18 1994

Kenneth Maynard
NOTARY PUBLIC

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STATE OF KENTUCKY

COUNTY OF MARTIN

Subscribed and sworn to before me this 23rd day of November, 1990 by Greathel Stover and James Stover.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 21st day of December, 1990, by Beatrice L. Blount and Robert Blount.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 17th day of September, 1990, by Roy Tiller and Judy Tiller.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF MARTIN

SUBSCRIBED AND SWORN to before me this 17th day of September, 1990, by Vicie Blackburn and Mont Blackburn.

MY COMMISSION EXPIRES:

9-30-91

Etta M. Maynard
NOTARY PUBLIC

AFFIDAVIT OF VALUE

We, _____ GRANTOR'S
 and _____ GRANTEE'S
 do hereby certify, pursuant to KRS Chapter 382, that the
 property conveyed is transferred by gift and without
 consideration. We further certify that the full estimated
 fair cash value of the property herein conveyed is
 \$ 1500.00, and we understand that falsification
 of the stated full estimated value is a Class D Felony,
 subject to one to five years imprisonment and fines up to
 \$10,000.

SIGNED: Columbus Tiller
GRANTOR
Yvonne Stover
James L. Stover
Roy Tiller
Judy Tiller
Vicci Blackburn
Mont Blackburn

Dennise Crow
William Crow
Dennis Tiller
Janette Tiller
Beatrice L. Blount
Robert Blount
Etta M. Maynard
Quinn E. Maynard

SIGNED: Prattis Tiller
GRANTEES
Carol A. Tiller

STATE OF KENTUCKY
 COUNTY OF MARTIN

SUBSCRIBED and SWORN before me this 10th day of December,
 1990, by Prattis Tiller.

MY COMMISSION EXPIRES:
9-30-91

Etta M. Maynard
 NOTARY PUBLIC

STATE OF KENTUCKY
 COUNTY OF MARTIN

SUBSCRIBED AND SWORN before me this 10th day of December,
 1990, by Carol A. Tiller.

MY COMMISSION EXPIRES:
9-30-91

Etta M. Maynard
 NOTARY PUBLIC

Order No. 88114
July 11, 2023

Prepared for:
Envirosite Corporation

Lynn Bark Energy Center
Lynn Bark Energy Center
Martin County, KY 41250

ENVIRONMENTAL LIEN & AUL REPORT



ENVIRONMENTAL LIEN & AUL REPORT

Property Archives Environmental Lien & AUL Report documents the owner(s) of specified property from the most current publicly available date back to the date of the most recent transaction. Our researchers have over 50 years of combined experience in the environmental due diligence and title research industries. They review the local land office records and relevant state agency records for environmental liens and activity and use limitations recorded against the property back to the date of the last transaction or January 1, 1980 for the most recent transaction. A copy of the most recent deed (when available) is included as an appendix to the report. Copies of any environmental liens and/or activity and use limitations, if found, are included in the appendix of the report.

Records in the following offices were reviewed in preparation of this report:

Martin County Property Valuation Administration

Martin County Clerk



Contact us:

706-461-3141

Orders@PropertyArchives.net

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ENVIRONMENTAL LIEN & AUL REPORT

PROPERTY ADDRESS: Martin County, Kentucky Current Owner: Pocahontas Surface Interests, Inc.
Parcel No.: 021-00-00-016.00; 030-00-00-052.00

DEED

Grantee: Pocahontas Surface Interests, Inc.

Grantor: Pocahontas Development Corporation

Date Executed: December 16, 2016

Date Recorded: December 21, 2016

Book: 193

Page: 621

*Copy attached as Exhibit A

EXAMINERS NOTE:

Public Records of Martin County, Kentucky were searched from December 16, 2016 to July 10, 2023, and no other deeds vesting title in the subject property were found of record during the period searched.

ENVIRONMENTAL LIENS:

Public Records of Martin County, Kentucky were searched from December 16, 2016 to July 10, 2023, and no environmental liens on the subject property were found of record during the period searched.

ACTIVITY & USE LIMITATIONS:

Public Records of Martin County, Kentucky were searched from December 16, 2016 to July 10, 2023, and no activity and use limitations on the subject property were found of record during the period searched.

LEGAL DESCRIPTION:

See Deed attached in Appendix A



APPENDIX A



SPECIAL WARRANTY SURFACE DEED
(“Kentucky Main Tract Properties” and “Rouge Steel Properties”)

Clerk: Upon recordation this instrument should be returned to:

E. Forrest Jones, Jr.
(WV State Bar No. 1916)
Matthew W. Gallimore
(WV State Bar No. 12986)
P.O. Box 1989
Charleston, WV 25327
Phone: (304) 343-9466

THIS SPECIAL WARRANTY SURFACE DEED (“Deed”) is made and entered into effective as of the 16th day of December, 2016, by and between POCAHONTAS DEVELOPMENT CORPORATION, a Kentucky corporation, whose mailing address is 800 Princeton Avenue, P.O. Box 1517, Bluefield, West Virginia 24701 (“Grantor”); and POCAHONTAS SURFACE INTERESTS, INC., a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (“Grantee”), which is the address in which the current year property tax may be sent.

RECITALS:

Grantor owns certain land located in the State of Kentucky, located in Floyd County-approximately 1,291.74 acres; Johnson County-approximately 1,247.98 acres; Martin County-approximately 47,433.72 acres; and Pike County-approximately 9,670.25 acres (collectively the “Property”). The Property is more particularly described on Schedule A attached hereto and incorporated herein by reference. The next immediate source or sources of title by which the Grantor obtained title to the Property is also more particularly set forth on Schedule A. Grantor desires to convey to Grantee, and Grantee desires to acquire from Grantor, all right, title and interest in and to the surface vested in Grantor within Floyd, Johnson, Martin and Pike Counties, Kentucky, including without limitation, the boundaries of the Property and all improvements thereon and appurtenances thereunto belonging, (the “Surface Estate”), subject to certain exceptions, reservations, restrictions and agreements as hereinafter described. Subject to said exceptions, reservations, restrictions and agreements, the Surface Estate includes the timber estate that is a part of the Surface Estate if such timber estate is vested in Grantor as of the date of this Deed.

WITNESSETH:

That for and in consideration of the initial issuance of Grantee’s corporate stock to Grantor simultaneously with execution of this deed and the payment by Grantee of all applicable recording fees, transfer taxes and other costs related to the conveyance made hereby, the receipt and sufficiency of all of which are hereby acknowledged, Grantor does hereby GRANT and CONVEY

unto Grantee, all of Grantor's right, title and interest in and to the Surface Estate. The value of the property conveyed is \$8,729,480.00.

Subject to the exceptions, reservations, restrictions, agreements, conditions and covenants set forth herein below, Grantor will WARRANT SPECIALLY its interest in the Surface Estate...

This conveyance is made EXPRESSLY SUBJECT to the EXCEPTIONS, RESERVATIONS, RESTRICTIONS, AGREEMENTS, CONDITIONS and COVENANTS set forth in this Deed, which shall be covenants and encumbrances running with the Surface Estate and shall inure to the benefit of and be binding upon the parties hereto, their respective lessees, designees, grantees, successors and assigns and any person or entity claiming by, through or under it or them pursuant to rights granted before or after the date hereof.

1. Grantor makes no warranties of any nature or kind not expressly set forth in this Deed. The conveyance made hereby is a conveyance of the Surface Estate in gross and not by acre and is subject to an accurate survey of the Property. Grantor makes no warranties as to the amount of acreage hereby conveyed or the location of any of the boundaries of the Surface Estate.

2. Grantor EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed all prior outconveyances and grants of other interests, including but not in limitation, all easements, conditions, reservations, leases, licenses, and restrictions, in to, upon or applicable to the Property made by Grantor or by predecessors in title to Grantor to third parties, whether unrecorded or of record.

3. Grantor EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES and RETAINS unto Grantor all interests, rights and privileges in and to the Property (except the Surface Estate), including without limitation all of the coal, stone, sand, oil, gas and other minerals and mineral products not expressly conveyed hereby or which has been conveyed by Grantor, or its predecessors in title, to a third party in a prior recorded or unrecorded deed or other instrument (the "Reserved Mineral Estate"), as well as the exclusive right to grant any and all easements, licenses and rights-of-way for roads, bridges, pipelines, railroads (including lines and track of all kinds and types and the infrastructure and facilities therefore), electric, telephone or other lines, together with any all forms of communication facilities including without limitation, cellular communication towers and facilities, and to grant permits and licenses for any other uses of the Surface Estate of the Property necessary or convenient for Grantor or its lessees, designees, grantees, successors and assigns to develop, produce, use, operate upon or otherwise utilize the Reserved Mineral Estate, in particular the Coal Estate (as hereinafter defined), all of which rights and privileges are hereby excepted and reserved by the Grantor as a part of the Reserved Mineral Estate. Coal and substances mixed with coal and extraction rights with respect thereto (collectively the "Coal Estate"), which is a part of the Reserved Mineral Estate, and, the Reserved Mineral Estate, in particular the Coal Estate, shall be the dominant estate within the Property, superior to the Surface Estate hereby conveyed. Accordingly, the use of the Surface Estate shall not interfere or conflict with the development, production, use, operation or other utilization of the Reserved

Mineral Estate, in particular the Coal Estate, it being expressly understood and agreed by and between the parties hereto that the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, may be by any method, technology, process, practice or means now known or hereafter invented or developed. Furthermore, Grantee acknowledges that the Surface Estate is subservient to the Coal Estate and that nothing herein or otherwise shall be construed as requiring Grantor to terminate, suspend, idle, discontinue, continue or refrain from initiating operations for any purpose, which Grantor shall have the absolute right to do without any liability to Grantee.

4. Grantor hereby EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES unto Grantor the right to access, disturb, excavate, develop, subside and use the Property and the Surface Estate, or any part thereof, for any purpose in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, including, without any limitation, the following:

(i) the right to mine, produce and remove all of the coal and other minerals (including, without limitation, oil, gas, coalbed methane and coal and any other rock or substance), waters, metals and other substances, whether solid, liquid or gaseous, within the Property by any means or methods, including, but not limited to, all forms of surface mining (including without limitation conventional surface mining, contour mining, auger mining, highwall mining and mountaintop removal) and all forms of deep mining (including without limitation conventional deep mining, longwall mining and secondary or complete recovery of minerals), all forms of drilling (including vertical and horizontal), and any other method of mining, drilling, leaching, processing or development whether now known or hereafter invented or developed;

(ii) the right to explore the Property by any means, including core drilling, seismic surveys or other means;

(iii) the right to excavate and remove the surface and overburden and to create fills and deposits for spoil and other materials in connection with any form of mining or drilling or other development and in connection therewith; to disturb water, plants, insects and animals; and to raise or lower the elevation of the land;

(iv) the right to remove subjacent and lateral support for overlying and adjoining strata or surface or improvements or structures therein or thereon, and, to raise or lower the elevation of the land in connection therewith;

(v) the right to construct, install, use and maintain portals, ventilation facilities and equipment, air and pump holes, wells (extraction or injection), pumps, offices, preparation plants, refuse areas, loading facilities, tipples, weighing and measuring facilities, storage areas, railroads (including lines and track of all kinds and types and the infrastructure and facilities therefore), roads (including, but not limited to, haulage or access roads or other transportation or facilities), conveyors, ponds, pipelines and any and all facilities related to the foregoing or which

may be necessary or convenient in connection therewith, together with all necessary or convenient rights-of-way on and through the land and Surface Estate;

(vi) the right to construct, install, use and maintain pipelines, compressors, wells, injection wells, storage wells, tanks, pumps, separators, meters, buildings, offices and any and all other equipment and facilities for the removal or injection of any substance, whether solid, gaseous or liquid, from any source, including lands not conveyed hereby, from or into the subsurface of the Property, it being understood that Grantor's ownership of the Reserved Mineral Estate includes the right to remove minerals and substances in any form, as well as the right to inject, deposit, sequester, use for production purposes or store, both permanently and temporarily, and substance in any form, whether solid, gaseous or liquid, from any source, into any subsurface pore, space or property, including underground mine voids, including, without limitation, water produced fluids from drilling, brine, ash or carbon dioxide, whether any such substances are from the Property or any other property source;

(vii) the right to construct, install, use and maintain electric lines, telephone or telecommunication lines and towers, cable lines, gas lines, water lines, sewer lines and any other utility line or pipe incidental to development of the Reserved Mineral Estate, in particular the Coal Estate, or any building, structure or facility used or installed in connection with such development;

(viii) the right to pump and discharge water and other substances in, on or under the Surface Estate from any operations relating to the Reserved Mineral Estate or from other lands, and, to construct, maintain and use wells, ponds, impoundments, detention facilities, drains, holding tanks, treatment facilities or other facilities in connection therewith;

(ix) the right to transport or haul on, through and under the Property, including the Surface Estate, any men, equipment, coal or other mineral, water or other product or substance, whether or not produced from or to be used on the Property, all without toll or charge, including, but not limited to, no payment of any wheelage or other fee;

(x) the right to reclaim, revegetate and mitigate the effect of any development, production, use, operation or other utilization of the Reserved Mineral Estate on the Property, the Surface Estate or any water or waterway or water course; to create habitats for fish and wildlife; to stabilize such waterway or water course embankment; and to impose on the Surface Estate a conservation easement or a restrictive covenant therefore; and

(xi) the right to take any action on or with respect to the Surface Estate which is required by any governmental authority in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, or the reclamation thereof, which may be allowed or required by any permit, law or regulation or which may be necessary or convenient to obtain the release of any permit or bond associated therewith.

The foregoing rights reserved to Grantor for the use of the Surface Estate, the surface thereof and the facilities thereon, by Grantor, its lessees, designees, grantees, successors and assigns, for the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, as well as any other lands or places, shall include, but not be limited to, mining, removing, processing, transportation, loading, injecting and storing of coal and other minerals, waters and substances in any form (gaseous, liquid or solid) from the Property or other lands and the right to deposit any refuse, overburden or products from the Property or other lands on the Surface Estate or in mine or other voids without toll or charge. The intent hereof is to provide for the broadest rights possible to develop, produce, use, operate on or otherwise utilize the Reserved Mineral Estate, in particular the Coal Estate, and to use the Surface Estate in connection therewith as may be necessary or convenient to Grantor and its lessees, designees, grantees, successors or assigns. Any rights expressed herein are in addition to any right which may be implied or which may be appurtenant to the Reserved Mineral Estate by law or in equity. To the extent any rights may not be expressed herein, then this Deed shall be interpreted to include any additional rights which are compatible to those expressed or which may be reasonably necessary or convenient for the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate. Any such rights which are expressed herein or which may be implied may be exercised by the owners of the Reserved Mineral Estate, including the Coal Estate, or any portion thereof, or their parents, subsidiaries, affiliates, lessees, designees, grantees, successors or assigns, without payment of any fees or costs and without liability for damage or injury which may be caused to the Surface Estate, to the support thereof, to any changes thereto or anything which may be located thereon.

5. Grantee hereby agrees and covenants that for a period of fifty (50) years beginning on the date of this Deed, it will execute any waivers, consents or other documents which may be requested by Grantor its parents, subsidiaries, affiliates, lessees, designees or grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, successors or assigns in connection with obtaining any permits, modifications of permits or bonds, and, to take any other action requested by Grantor, its parents, subsidiaries, affiliates, lessees, designees or grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, successors or assigns to facilitate the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate, or the obtaining of any permits or bonds in connection therewith.

6. Grantee hereby acknowledges and agrees that it has actual knowledge of (i) all prior recorded and unrecorded outconveyances of the Property by Grantor and its predecessors in title, including, without limitation, all outconveyances of the Surface Estate and grants for the use of the Surface Estate by third parties, and, (ii) all recorded and unrecorded coal leases, oil and gas leases, farm leases, residential/trailer leases, rights of entry, licenses, rights-of-way and easements and other agreements between Grantor (or its predecessors in title) and third parties affecting the Property in any manner, including, without limitation, those set forth on Schedule A attached hereto (collectively the "Third Party Agreements").

7. Grantor hereby EXPRESSLY EXCEPTS from the Surface Estate hereby conveyed and RESERVES unto Grantor the right to exercise all rights under the Third Party Agreements for the benefit of the Reserved Mineral Estate, in particular the Coal Estate, including, without limitation, the right to grant easements, licenses, rights-of-way and permits upon the Surface Estate, as set forth in Section 3 of this Deed.

8. Grantor hereby acknowledges and agrees that the conveyance of the Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE to the following:

- (i) the rights of others pursuant to the Third Party Agreements;
- (ii) without limiting the foregoing, the rights of others pursuant to all matters set forth on Schedule A attached hereto;
- (iii) all prior outconveyances and grants of other interests, including but not in limitation, all easements, conditions, reservations, leases, licenses, and restrictions, in, to, upon or applicable to the Property made by Grantor or by predecessors in title to Grantor to third parties, whether unrecorded or of record;
- (iv) all physical faults, defects and environmental conditions thereon;
- (v) all matters of public record, visible upon an inspection of the Surface Estate and the Property, or, disclosed by an accurate survey of the Surface Estate and the Property; and
- (vi) all unpaid ad valorem taxes for the 2016 tax year and subsequent tax periods, including any additional or supplemental taxes that may result from a reassessment of the Surface Estate.

9. Grantee hereby acknowledges and agrees that the conveyance of Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE to (i) the rights to the use of Surface Estate granted by Grantor to Penn Virginia Oil & Gas Corporation in the Special Warranty Oil & Gas Deed and Corrective and Confirmatory Oil and Gas Deed referred to on Schedule A attached hereto (the "Oil & Gas Deeds"), and, (ii) the rights of Penn Virginia Oil & Gas Corporation under the Oil & Gas Deeds as the owner of the oil and gas interests in and to the Property.

10. Grantee hereby acknowledges and agrees that the conveyance of the Surface Estate by this Deed and Grantee's rights hereunder are EXPRESSLY SUBJECT and SUBORDINATE

to (i) the covenants and obligations of Grantor as the owner of both the Surface Estate and the Reserved Mineral Estate, including the Coal Estate, of the Property under the Surface Estate Use Agreement referred to on Schedule A attached hereto, as amended from time to time (the "Surface Use Agreement"), and, (ii) the rights of Appalachian Forests A, LLC as the owner of the timber interests in and to certain portions of the Property pursuant to the Timber Deeds, the Seller Timber Deeds, the Surface Use Agreement, and any other pertinent instrument, set forth on Schedule A attached hereto (collectively the "Timber Instruments"). Grantee hereby agrees and covenants that it shall not (i) cut or remove any timber from any portion of the Surface Estate that is subject to the Timber Instruments, except as allowed under the terms and conditions of the Surface Use Agreement, or, (ii) otherwise violate or take any action conflicting with the terms and conditions of the Surface Use Agreement. Grantee hereby acknowledges and agrees that the Surface Estate is bound by the Surface Use Agreement and the other Timber Instruments and covenants to Grantor that Grantee shall perform the Surface Use Agreement as if Grantee were a party thereto and will take no action or allow any omission that would result in a breach thereof.

11. With respect to any timber located on the Property which is not subject to the Surface Use Agreement and which is owned by Grantor as of the date of this Deed and conveyed to Grantee hereby, Grantor, for itself and its lessees, designees, grantees, successors and assigns, hereby EXPRESSLY RESERVES the right to cut or remove such timber from any part of the Surface Estate in connection with the development, production, use, operation or other utilization of the Reserved Mineral Estate, in particular the Coal Estate; provided, however, Grantor shall give Grantee ninety (90) days' prior notice before cutting or removing such timber in order that Grantee may remove merchantable timber that would otherwise be destroyed by Grantor. In the event that Grantee fails to remove any such timber within said ninety (90) day period, then Grantor or its lessees, designees, grantees, successors or assigns may remove, cut, stack, sell or otherwise dispose of any such timber without any liability to Grantee.

12. Grantee hereby acknowledges and agrees that the Surface Estate conveyed by this Deed and the Property are in an area which is committed to the mining and removal of coal and other minerals and that coal mining operations and other enterprises may have been conducted, may presently be in the course of being conducted and may be conducted in the future by a lessee or lessees of Grantor, or its or their sublessees or contractors, in the general vicinity thereof. Grantee hereby acknowledges and agrees that Grantee accepts the Surface Estate, including all improvements thereon, AS IS, IN ITS PRESENT CONDITION, with all physical faults, defects and environmental conditions thereof; without any express or implied representations or warranties with regard thereto, including, without limitation, any warranties of merchantability, habitability or fitness for a particular purpose; and EXPRESSLY SUBJECT to the rights of others as set forth in this Deed. Grantee hereby covenants, warrants, acknowledges and agrees that:

(i) Grantee hereby expressly releases Grantor, its parents, subsidiaries, affiliates, lessees, designees, grantees or its or their directors, officers, members, managers, employees, contractors, agents, predecessors, successors or assigns, from any and all costs, liability, demands and claims of any nature or kind (including, without limitation, claims provided

for in any surface mining act or other law or regulation), arising from or related to the Surface Estate which arise from or out of or are related to, directly or indirectly, any past, present or future coal or other mineral extraction or related activities conducted with respect to the Property, including, without limitation, any unnatural condition that may exist, now or in the future, upon or under the Property and/or adjacent lands of Grantor as a result of such mining or other activities which in any manner has an effect upon the Surface Estate or the use thereof by Grantees, its successors or assigns;

(ii) Grantee hereby expressly waives any claim of any nature or kind it might otherwise have against Grantor, its parents, subsidiaries, affiliates, lessees, designees, grantees or its or their respective directors, officers, members, managers, employees, contractors, agents, predecessors, successors or assigns, for any patent or latent defect to the Surface Estate (including the improvements thereon), including, without limitation, claims for existing contamination arising from the presence of hazardous materials, regulated substances or any other environmental conditions in, on, at or under the Surface Estate (including the improvements thereon);

(iii) For a period of Fifty (50) years beginning on the date of this Deed, Grantee hereby assumes all obligations or liabilities of Grantor, if any, with respect to compliance with all federal, state and local laws, statutes, ordinances, codes, rules and regulations now in effect or adopted in the future pertaining to the handling, removing, disposing of, or otherwise abating, any hazardous materials, regulated substances or any other environmental condition which may be present in, on, or at the Surface Estate (including the improvements thereon), including, without limitation, those pertaining to the personnel authorized to conduct such activities and the manner and conditions in which such activities must be conducted; provided, however, this section shall not be construed to make Grantee responsible to Grantor for any use or discharge of a hazardous material or regulated substance or any other environmental condition by or created by a third party in the course of the development, production, use, operation or other utilization of the Reserved Mineral Estate, including the Coal Estate, in violation of applicable law then in effect;

(iv) neither Grantor nor any of its agents have given, and Grantor is not liable for or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the absence or presence of hazardous materials, regulated substances or any other environmental condition, in, on, at or under the Surface Estate, including the improvements thereon;

(v) Grantee disclaims any reliance by Grantee upon any information provided by Grantor pertaining to any such environmental condition in, on, at or under the Surface Estate (including the improvements thereon); and

(vi) Grantee has and will rely solely upon Grantee's own inspections, tests, surveys, studies, procedures and investigations regarding the presence of any hazardous materials, regulated substances or any other environmental condition, in, on, at or under the Surface Estate (including the improvements thereon).

13. This Deed has been executed in multiple original counterparts for recordation purposes, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

By its execution of this Deed and acceptance of delivery thereof, Grantee, for itself and its successors and assigns, expressly acknowledges its acceptance of the terms of this Deed, including, without limitation, the exceptions, reservations, restrictions, agreements, conditions, covenants, representations, warranties, waivers and releases set forth herein, and hereby agrees to be bound thereby.

Consideration Certificate. This Deed conveys real estate located in more than one county in Kentucky. The Fair Market Value of the property herein conveyed is set forth below and the parties state that this is a conveyance for nominal consideration:

Floyd County --	\$140,579.00	(1291.74 Acres)
Johnson County --	\$420,000.00	(1247.98 Acres)
Martin County --	\$6,880,007.00	(47,433.72 Acres)
Pike County --	\$1,288,894.00	(9670.25 Acres)
TOTAL:	\$8,729,480.00	(59,643.69 Acres)

[The remainder of this page is intentionally left blank.]

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto subscribed their names this day and year aforesaid.

GRANTOR:

POCAHONTAS DEVELOPMENT CORPORATION

By: *John W. Payne*

Its: *Vice President*

STATE OF WEST VIRGINIA,

COUNTY OF MERCER, to-wit:

The foregoing Deed and Consideration Certificate was produced, acknowledged and sworn to before me this 16th day of December, 2016, by JOHN W. PAYNE, the Vice President of POCAHONTAS DEVELOPMENT CORPORATION, a Kentucky corporation, on behalf of the corporation.

Beteresia J. Willis
Notary Public

My commission expires: 5-17-2020

[NOTARY SEAL]



GRANTEE:

POCAHONTAS SURFACE INTERESTS, INC.

By: *John W. Payne*
Its: *Vice President*

STATE OF WEST VIRGINIA,
COUNTY OF MERCER, to-wit:

The foregoing Deed and Consideration Certificate was produced, acknowledged and sworn to before me this *16th* day of December, 2016, by JOHN W. PAYNE, the Vice President of POCAHONTAS SURFACE INTERESTS, INC., a Virginia corporation, on behalf of the corporation.

Beteresia J. Willis
Notary Public

My commission expires: *5-17-2020*

[NOTARY SEAL]



This instrument was prepared by:

William S. Kendrick
William S. Kendrick, Esq. (KBA No. 38120)
PENN, STUART & ESRIDGE
119 East Court Street, Ste. 201
Prestonsburg, Kentucky 41653
Phone: (606)263-4966

STATE OF KENTUCKY

Clerk's Certificate of Lodgment
and Record

COUNTY OF Martin

I, Susie Skyles, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Deed was on the _____ day of _____, 2016, lodged for record, whereupon the same, with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 21 day of December, 2016.

Susie Skyles Clerk

By: Krissy Staten D.C.

SCHEDULE A
(“Kentucky Main Tract Properties” and “Rouge Steel Properties”)

I.

KENTUCKY – MAIN TRACT PROPERTIES

Various tracts of land containing in the aggregate 50,847.06 acres, more or less, situated generally in Floyd County, Kentucky, on the waters of Johns Creek and Dicks Creek of same, tributaries of Levisa Fork; in Johnson County, Kentucky, on the waters of Right Fork of Daniels Creek; in Martin County, Kentucky, on the waters of Rockcastle Creek and Rockhouse Fork, Middle Fork and Coldwater Fork of same, and on Wolf Creek, and Meathouse Creek and Pigeonroost Fork of same, all tributaries of Tug Fork; and in Pike County, Kentucky, on the waters of Left Fork of Brushy Fork of Johns Creek of Levisa Fork, and Elkins Fork and Bent Branch of Big Creek of Tug Fork, acquired by Pocahontas Development Corporation, Grantor herein, or its predecessors, pursuant to the instruments set forth below, which are hereby incorporated herein by reference for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands owned by Grantor in said counties:

1. The following instruments by which certain tracts of the Property situate in Floyd County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 119, at page 559;

b. Deed dated December 1, 1949, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 124, at page 224;

c. Deed dated October 15, 1952, from W. B. Taylor, Jr., and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 152, at page 383;

d. Deed dated April 1, 1953, from Rella Morrison, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 153, at page 316; and

e. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 173, at page 94.

2. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 231, at page 56.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Floyd County, Kentucky, in Articles of Incorporation Book 8, Page 278.

3. The following instruments by which certain tracts of the Property situate in Johnson County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Johnson County, in Deed Book 104, at page 359;

b. Deed dated December 1, 1949, from Pittsburgh Consolidation Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 123, at page 609.

4. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 188, at page 11.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Johnson County, Kentucky, in Articles of Incorporation Book 10, Page 296.

5. The following instruments by which certain tracts of the Property situate in Martin County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated December 14, 1942, from Mabel S. Agassiz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 39, at page 13;

b. Deed dated October 6, 1944, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 41, at page 346;

c. Deed dated February 28, 1945, from Inez Cline Moore, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 42, at page 25;

d. Deed dated April 2, 1946, from Goldie Cline, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 370;

e. Deed dated April 18, 1945, from William Russell Cline, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 374;

f. Deed dated April 2, 1946, from Mary Pauline Cline, unmarried, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 44, at page 380;

g. Deed dated December 1, 1949, from Pittsburgh Consolidation Coal Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 49, at page 152;

h. Deed dated October 11, 1950, from Dollie Cline, and husband, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 50, at page 276;

i. Deed dated February 26, 1952, from Big Sandy Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 52, at page 161;

j. Quitclaim Deed of Exchange dated December 9, 1953, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 53, at page 605;

k. Deed dated October 18, 1954, from Lula Delong Rowland, and husband, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 54, at page 338;

l. Deed dated October 1, 1956, from Samuel Goble, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 55, at page 629;

m. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 58, at page 210;

n. Quitclaim Deed dated June 1, 1962, from Board of Education of Martin County, Kentucky, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 60, at page 75;

o. Deed dated September 7, 1965, from John Hale, single, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 5;

p. Deed dated June 13, 1966, from Rowland Collins, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 372;

q. Deed dated June 13, 1966, from Corda Jude, widow, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 62, at page 384;

r. Deed dated May 10, 1970, from Delphia Mullens, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 39, and in Deed Book 67, at page 516;

s. Deed dated June 30, 1970, from Hiram Tiller, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 73;

t. Deed dated July 25, 1970, from Alaphair Reitz, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 106;

u. Deed dated July 20, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 108;

v. Deed dated August 1, 1970, from Eula Garred, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 124, and in Deed Book 67, at page 756;

w. Deed dated November 20, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 379;

x. Deed dated December 1, 1970, from John T. Delong, widower, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 66, at page 411;

y. Deed of Exchange dated March 10, 1971, from Elmer McGinnis, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 68, at page 208;

z. Deed dated August 2, 1971, from Earl F. Marcum, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 68, at page 602;

aa. Deed dated May 15, 1973, from Terry Elkhorn Mining Company, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 71, at page 276;

bb. Quitclaim Deed of Exchange and Partial Surrender of Lease dated May 1, 1976, from Eli Goble, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 40, at page 159; and

cc. Deed dated June 10, 1977, from Pontiki Coal Corporation to said Pocahontas Land Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 81, at page 706.

6. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 81, at page 874.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the clerk of Martin County, Kentucky in Articles of Incorporation Book 4, Page 118.

7. Confirmatory Deed dated December 15, 1980, from Pontiki Coal Corporation to Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 90, at page 590.

8. Deed dated September 19, 1984, from Connel J. Ware and Ruby Ware, husband and wife, to Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Deed Book 96, at page 294.

9. The following instruments by which certain tracts of the Property situate in Pike County, Kentucky, were acquired by Pocahontas Land Corporation, predecessor in title of Pocahontas Development Corporation:

a. Deed dated October 6, 1944, from Kentucky By-Products Coal Company, and others, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 242, at page 567;

b. Deed dated October 15, 1952, from W. L. Taylor, Jr., and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 343, at page 353;

c. Deed dated December 1, 1959, from Federal Gas, Oil and Coal Company to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 411, at page 645; and

d. Quitclaim Deed of Exchange dated February 5, 1965, from Ray Taylor Harris, and wife, to said Pocahontas Land Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 459, at page 490.

10. Deed dated September 1, 1977, from said Pocahontas Land Corporation to Pocahontas Kentucky Corporation, predecessor of Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 543, at page 174.

Pocahontas Kentucky Corporation was merged into Pocahontas Development Corporation effective as of August 24, 1983, as shown by Articles and Certificate of Merger of record in the office of the Clerk of Pike County, Kentucky, in Articles of Incorporation Book 10, Page 267.

In addition, all deeds, maps, plats and other instruments by which Grantor herein or said Grantor's predecessors in title were vested with title to the Property of which the Surface Estate is hereby conveyed are hereby incorporated herein by reference for a more particular description of the Property.

Said 50,847.06 acres, more or less, are made up of different tracts of land tabulated by various tax charges in the county and district set forth below. The areas given below are based on internal records of the Grantor and are not based on any tax account acreages returned for assessment. The information set forth below is provided for convenience of designation only, and nothing set forth herein is to be construed as a warranty of acreage.

The Tax Charge ID and Tract Identification information set forth below are provided for identification purposes in order for the Grantor and Grantee herein to identify the specific tracts situated within the Property of which the Surface Estate is hereby conveyed. The specific tracts are blocked according to their geographical location within a particular county and magisterial district.

TABLE OF AREA

In Floyd County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
42-FL-02	ROCKCASTLE	935.00
42-FL-04	ROCKCASTLE	16.00
42-FL-06	JOHNS CREEK	277.28
48-FL-04	TAYLOR TRACT	28.56
48-FL-06	BRUSHY FORK	12.78
48-FL-08	BRUSHY FORK	<u>22.12</u>
Total – Floyd County		1,291.74

In Johnson County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
01-JN-02	GREASY CREEK, DANIELS CREEK	466.20
42-JN-02	BRUSHY FORK – ROCKCASTLE (AGASSIZ)	41.54
42-JN-04	ROCKCASTLE (AGASSIZ)	740.24
Total – Johnson County		1,247.98

In Martin County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
01-MR-02	MILO QUAD	146.20
		*1.29
01-MR-02A	MILO QUAD	78.10
01-MR-04	INEZ QUAD	11.75
01-MR-06	INEZ QUAD	21.31
01-MR-08	INEZ QUAD	6.81
01-MR-10	INEZ QUAD	159.66
01-MR-12	INEZ QUAD	45.33
01-MR-14	OFF QUAD	298.07
105-MR-02	KERM; VAR QUAD	125.16
105-MR-04	VAR QUAD	744.21
105-MR-06	VAR QUAD	2.07
105-MR-08	VAR QUAD	1.26
105-MR-10	VAR QUAD	1.00
105-MR-12	VAR QUAD	2.70
105-MR-16	KERM QUAD	19.20
105-MR-18	KERM QUAD	151.82
105-MR-20	KERM QUAD	246.10
105-MR-26	NAUG; WILL QUAD	18.40
15-MR-02	VAR QUAD	3,447.00
42-MR-02	INEZ; LANC QUAD	9,103.51
42-MR-04	THOM QUAD	382.61
42-MR-07	THOM QUAD	***169.00
46-MR-02	KERM; VAR QUAD	6,957.18
46-MR-04	KERM; VAR QUAD	2,730.81
46-MR-06	VAR QUAD	286.35
46-MR-08	KERM QUAD	*88.46
46-MR-09	KERM; THO QUAD (NS Wolf Creek Spur Exchange – NOT MAPPED)	97.84
46-MR-10	KERM QUAD	106.50
46-MR-13	KERM QUAD	8.28

46-MR-15	KERM QUAD	30.98
46-MR-17	KERM QUAD	28.61
48-MR-02	INEZ; OFF QUAD	1,974.25
48-MR-04	INEZ; KERM QUAD	8,588.10
48-MR-06	INEZ QUAD	**86.25
48-MR-08	INEZ QUAD	**89.53
48-MR-10	INEZ QUAD	26.25
48-MR-12	OFF QUAD	****77.82
48-MR-14	INEZ QUAD	**149.75
48-MR-16	INEZ; KERM QUAD	1,608.45
48-MR-18	INEZ QUAD	3.29
48-MR-20	THOM QUAD	413.16
48-MR-22	THOM QUAD	649.44
48-MR-24	THOM QUAD	3,369.68
48-MR-28	THOM QUAD	***16.19
48-MR-29	INEZ; KERM QUAD (NS Wolf Creek Spur Exchange – NOT MAPPED)	144.49
48-MR-30	THOM QUAD	***31.25
48-MR-32	INEZ QUAD	1,397.68
48-MR-34	WATERS OF NEDDY FORK AND PESLEY FORK OF MAYMARD CREEK OF WOLF CREEK	650.24
48-MR-36	THOM; VAR QUAD	35.00
48-MR-38	THOM; VAR QUAD	87.75
48-MR-40	THOM QUAD	163.00
48-MR-42	THOM QUAD	81.86
48-MR-44	VAR QUAD	310.22
48-MR-48	VAR QUAD	108.00
48-MR-50	VAR QUAD	11.46
48-MR-52	INEZ QUAD	23.00
48-MR-54	KERM QUAD	*17.00
48-MR-56	INEZ QUAD	394.27
48-MR-58	INEZ QUAD	24.93
48-MR-60	THOM QUAD	1,140.67
48-MR-62	INEZ; KERM QUAD	97.51
48-MR-64	INEZ QUAD	57.56
105-MR-28	WILL QUAD	15.19
111-MR-02	KERM QUAD	<u>73.00</u>

Total – Martin County **47,433.72**

*** Pocahontas Development Corporation owns timber interests appurtenant to the Surface Estate of this tract.**

**** Pocahontas Development Corporation owns an undivided 1/2 interest in this tract, less timber, oil and gas.**

***** Pocahontas Development Corporation owns a 1/3 undivided interest in this tract, less timber, oil and gas.**

****** Pocahontas Development Corporation owns a 199/200 undivided interest in this tract, less timber oil, and gas.**

In Pike County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
105-PK-02	WILL; VAR QUAD	250.52
105-PK-04	WILL QUAD	22.49
15-PK-02	VAR QUAD	463.07
48-PK-02	THOM QUAD	<u>137.54</u>
Total – Pike County		873.62

SUMMARY OF AREA

<u>County</u>	<u>Area in Acres</u>
Floyd	1,291.74
Johnson	1,247.98
Martin	47,433.72
Pike	<u>873.62</u>
Total – Kentucky – Main Tract	50,847.06

SUBJECT, However, to the rights of:

(a) Penn Virginia Oil & Gas Corporation, its successors and assigns, as the owner of certain oil, gas and coalbed methane gas, pursuant to:

(i) that certain Special Warranty Oil & Gas Deed dated April 1, 2000, from Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 448, at page 28; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 139, at page 110; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 787, at page 455; and

(ii) that certain Corrective and Confirmatory Oil and Gas Deed effective as of April 1, 2000, from Pocahontas Development, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 453, at page 662; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 67, at page 58; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 759 at page 771;

(b) Appalachian Forests A, LLC, its successors and assigns, as the owner of certain timber interest, pursuant to:

(i) that certain Timber Deed dated September 29, 2000, from Pocahontas Development Corporation to PDC, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 106; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 214; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 250; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 391;

(ii) that certain Seller Timber Deed dated September 29, 2000, from PDC, LLC to Bluefield Timber LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 130; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 238; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 274; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 414;

(iii) that certain Surface Use Agreement dated September 29, 2000, between Pocahontas Land Corporation, Pocahontas Development Corporation, Southern Region Industrial Realty, Inc., collectively as the "Companies", and Bluefield Timber LLC, as the "Buyer", as amended, recorded by Memorandum of Surface Use Agreement in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 467, at page 326; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 68, at page 241; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 404; and

(iv) that certain Deed dated November 13, 20007, from Bluefield Timber LLC to Appalachian Forests A, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 541, at page 179; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 410, at page 001; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 166, at page 420; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 914, at page 604;

(b) Middlefork Land Company, its successors and assigns:

(i) pursuant to that certain Lease dated October 2, 1995, as supplemented and amended, recorded in Martin County Court Clerk's Office in Lease Book No. 70, page 291, from Pocahontas Development Corporation;

(ii) as successor in interest of Beech Fork Processing, pursuant to that certain unrecorded Assignment, Consent to Assignment, Amendment of Lease and Agreement dated June 1, 1998, between Pocahontas Development Corporation, Beech Fork Processing and Middlefork Land Company;

(iii) as remote successor in interest of Saarcar Coal, Inc., pursuant to that certain unrecorded Consent to Assignment and Estoppel Certificate dated September 15, 1998, between

Pocahontas Development Corporation, Mountaineer Land Company, successor in interest of Saarcar Coal, Inc., and Middlefork Land Company; and

(iv) as successor in interest of Martin County Coal Corporation, pursuant to that certain Consent and Partial Assignment dated June 25, 2001, between Pocahontas Development, Martin County Coal Corporation, and Middlefork Land Company;

(c) Lauren Land Company, its successors and assigns:

(i) pursuant to that certain Lease dated January 31, 1992, as supplemented and amended, from Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 58, at page 98; and

(ii) as successor to B.C. Coal Company pursuant to those certain Articles of Merger dated January 1, 1994, merging B.C. Coal Company and Big Creek Land Company into Lauren Land Company;

(d) Martin County Coal Corporation, its successors and assigns, pursuant to:

(i) that certain Lease and Agreement dated June 1, 1969, as supplemented and amended, from Pocahontas Land Corporation, remote predecessor in title of Pocahontas Development, recorded by Memorandum of Lease in the Office of the Clerk of Martin County, Kentucky, in Book 70, at page 440; and

(ii) that certain Lease and Agreement dated July 1, 1972, from Pocahontas Land Corporation, remote predecessor in title of Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 70, at page 451;

(e) Toptiki Coal Corporation, its successors and assigns, pursuant to that certain Lease dated November 12, 2000, as supplemented and amended, from Pocahontas Development Corporation, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 81, at page 466;

(f) Revelation Energy, LLC, its successors and assigns:

(i) as successor in interest of Pontiki Coal, LLC, pursuant to that certain Assignment and Assumption of Leases dated May 16, 2014, that certain as successor to Pontiki Coal Corporation Assignment and Assumption of Leases between Pontiki Coal, LLC and Revelation Energy, LLC, of record in the Office of the Clerk of Martin County, Kentucky, in Lease Book 82, at page 29;

(ii) as successor in interest of Lexington Coal Company, pursuant to that certain unrecorded Consent and Estoppel Agreement dated February 10, 2012, between Lexington Coal Company and Revelation Energy, LLC; and

(iii) pursuant to that certain Right of Entry dated December 11, 2013, for the purpose of mining the Coalburg Seam and seams above within ten parcels of land aggregating 24,705.95 acres, more or less from Pocahontas Development Corporation (will expire upon execution of lease);

(g) Others as owners of the oil, gas, coalbed methane gas, and various seams of coal not owned by Pocahontas Development Corporation;

(h) Norfolk Southern Railway Company, its successors and assigns, for railway rights of way as now located and in use;

(i) BellSouth Telecommunications, LLC, its successors and assigns, for telephone lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in BellSouth Telecommunications, LLC;

(j) Kentucky Power Company, its successors and assign, for rights of way for electric power transmission lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in Kentucky Power Company;

(k) Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, and the public for rights of way for public roads as now located and in use;

(l) Others in any and all transmission lines, pipelines, rights of way, structures, easements and restrictions as may or may not appear of record; and

(m) The public, United States of America, Commonwealth of Kentucky, riparian owners and others, if any, in and to the beds and streams of any and all waterways, tributaries and other drainage systems which may be included within the boundaries of said 50,847.15 acres, more or less; and

(n) Others pursuant to any and all outconveyances of the Surface Estate and/or other interests in and to the Property by Pocahontas Development Corporation.

II.

ROUGE STEEL PROPERTIES

Various tracts of land containing approximately 8,796.60 acres, situated in Pike County, Kentucky, on the waters of Tug Fork, and Pond Creek and Blackberry Creek of same; and on Blackberry and Pinson Forks of said Pond Creek, and Left and Right Forks of said Blackberry Creek, acquired by Pocahontas Development Corporation, Grantor herein, or its predecessors, pursuant to the instruments set forth below, which are hereby incorporated herein by reference for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands conveyed by Grantor in said county:.

for a more particular description of the Property of which the Surface Estate is hereby conveyed, as well as any and all other lands conveyed by Grantor in said county:

1. Quitclaim Deed dated January 1, 1982, from Ford Motor Company to Rouge Steel Company, predecessor in title of Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 601, at page 509.

2. Deed dated March 5, 1987, from said Rouge Steel Company to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 602, at page 342.

3. Deed of Exchange dated March 13, 1995, between Pocahontas Development Corporation and Road Fork Development Company, Inc., with Stone Mining Company, Lauren Land Company and Ridge Mining, Inc. joining, of record in the Office of the Clerk of Pike County, Kentucky, in Deed book 716, at page 335.

4. Deed dated December 30, 1997, from Sunny Ridge Enterprises, Inc. to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 749, at page 510.

5. Deed dated December 30, 1997, from Sunny Ridge Enterprises, Inc. to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 749, at page 514.

6. Quitclaim Deed dated February 19, 2002, from Norfolk Southern Railway Company to Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 499.

7. Deed of Exchange dated April 2, 2002, between Pocahontas Development Corporation, and, Ernie Justice and Anna Louise Justice, husband and wife, with Lauren Land Company and Stone Mining Company joining, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 834, at page 592.

In addition, all deeds, maps, plats and other instruments by which Grantor herein or said Grantor's predecessors in title were vested with title to the Property of which the Surface Estate is hereby conveyed are hereby incorporated herein by reference for a more particular description of the Property.

Said approximate 8,796.63 acres are made up of different tracts of land tabulated by various tax charges in the county and district set forth below. The information given below is provided for convenience only, and nothing set forth herein is to be construed as a warranty of acreage. The Tax Charge ID and Tract Identification information set forth below are provided for identification purposes for the Grantor and Grantee herein. The specific tracts are blocked according to their geographical location within a particular county and magisterial district.

TABLE OF AREA

Pike County, Kentucky

<u>Tax Charge ID</u>	<u>Tract Identification</u>	<u>Area in Acres</u>
16-PK-02	MATE QUAD	24.75
16-PK-04	MATE QUAD	**54.00
16-PK-06	MATE QUAD	114.57
16-PK-07	MATE QUAD	60.11
16-PK-08	MATE QUAD	38.42
16-PK-10	MATE QUAD	33.78
16-PK-12	MATE QUAD	9.58
16-PK-14	MATE QUAD	1,237.95
16-PK-15	MATE QUAD	*106.29
16-PK-16	MATE QUAD	77.55
16-PK-18	MATE QUAD	14.23
16-PK-22	MATE QUAD	13.68
16-PK-24	MATE QUAD	28.87
20-PK-02	MATEWAN QUAD	566.75
20-PK-04	MATEWAN QUAD	0.40
27-PK-02	NARROWS BR OF BLACKBERRY CR OF POND CREEK	1,020.94 *0.87
27-PK-04	DELB QUAD	6.51
32-PK-01	BELF; DELB QUAD	23.84
32-PK-02	WATERS OF MILL BRANCH OF POND FORK	429.29
32-PK-04	POND CREEK OF TUG FORK	369.00
32-PK-06	BELF QUAD	28.15
32-PK-08	BELF QUAD	47.67
32-PK-10	BELF QUAD	37.78
32-PK-12	BELF QUAD	33.98
32-PK-13	WATERS OF LOVE BRANCH OF POND CREEK	0.66
32-PK-14	BELF; MATE QUAD	1,369.10 *3.00
32-PK-16	MATE QUAD	770.47
32-PK-18	LEFT FORK OF BLACKBERRY CREEK TUG FORK	880.16
32-PK-20	WILL QUAD	25.48
32-PK-22	MATE QUAD	88.98 ***46.94
32-PK-24	MATE QUAD	3.25
32-PK-30	MATE QUAD	63.29
32-PK-36	MATE QUAD	20.11
37-PK-02	MATE QUAD	26.33

37-PK-06	BELF QUAD	9.90
37-PK-08	MATE QUAD	38.75
49-PK-02	MATE QUAD	321.71
49-PK-04	MATE QUAD	13.86
58-PK-02	MATE QUAD	566.92
58-PK-04	MATE QUAD	150.00
HAGER TRACT	WATERS OF LEFT FORK OF OF BLACKBERRY CREEK	1.25
HAGER TRACT	WATERS OF LEFT HAND FORK OF OF BLACKBERRY CREEK	11.56
NS NARROWS BRANCH	WATERS OF NARROWS BRANCH OF BLACKBERRY CREEK OF POND CREEK	*4.95
Ernie Justice	PEEL POPLAR BRANCH OF LEFT FORK BLACKBERRY CREEK	* <u>1.00</u>
Total – Rouge Steel		8,796.63

*** Pocahontas Development Corporation owns the timber interests appurtenant to the Surface Estate of this tract.**

**** Pocahontas Development Corporation owns a 2/3 undivided interest in this tract, less the timber, oil and gas.**

*****Pocahontas Development Corporation owns a 13/14 undivided interest and a 1/14 undivided interest in this tract, less the timber, oil and gas.**

SUBJECT, However, to rights of:

(a) Penn Virginia Oil & Gas Corporation, its successors and assigns, as the owner of certain oil, gas and coalbed methane gas, pursuant to:

(i) that certain Special Warranty Oil & Gas Deed dated April 1, 2000, from Pocahontas Development Corporation, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 448, at page 28; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 139, at page 110; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 787, at page 455; and

(ii) that certain Corrective and Confirmatory Oil and Gas Deed effective as of April 1, 2000, from Pocahontas Development, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 453, at page 662; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 67, at page 58; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 759 at page 771;

(b) Appalachian Forests A, LLC, its successors and assigns, as the owner of certain timber interest, pursuant to:

(i) that certain Timber Deed dated September 29, 2000, from Pocahontas Development Corporation to PDC, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 106; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 214; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 250; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 391;

(ii) that certain Seller Timber Deed dated September 29, 2000, from PDC, LLC to Bluefield Timber LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 452, at page 130; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 366, at page 238; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 140, at page 274; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 793, at page 414

(iii) that certain Surface Use Agreement dated September 29, 2000, between Pocahontas Land Corporation, Pocahontas Development Corporation, Southern Region Industrial Realty, Inc., collectively as the “Companies”, and Bluefield Timber LLC, as the “Buyer”, as amended, recorded by Memorandum of Surface Use Agreement in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 467, at page 326; in the Office of the Clerk of Martin County, Kentucky, in Lease Book 68, at page 241; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 813, at page 404; and

(iv) that certain Deed dated November 13, 20007, from Bluefield Timber LLC to Appalachian Forests A, LLC, of record in the Office of the Clerk of Floyd County, Kentucky, in Deed Book 541, at page 179; in the Office of the Clerk of Johnson County, Kentucky, in Deed Book 410, at page 001; in the Office of the Clerk of Martin County, Kentucky, in Deed Book 166, at page 420; and in the Office of the Clerk of Pike County, Kentucky, in Deed Book 914, at page 604;

(c) Duchess Coal Company, its successors and assigns, pursuant to that certain Amended and Restated Lease dated February 22, 1993, as amended and modified, from Pocahontas Development Corporation to Stone Mining Company, predecessor in interest of Duchess Coal Company, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 722, at page 546;

(d) Lauren Land Company, its successors and assigns, pursuant to that certain Amended and Restated Lease dated February 22, 1993, from Pocahontas Development Corporation, of record in the Office of the Clerk of Pike County, Kentucky, in Deed Book 722, at page 558;

(e) ICG East Kentucky, LLC, its successors and assigns, pursuant to that certain unrecorded Lease dated May 8, 2008, as renewed on August 17, 2015, for reclamation purposes only, from Pocahontas Development Corporation ;

(f) Revelation Energy, LLC, its successors and assigns:

(i) as successor in interest of Appalachian Fuels, LLC, pursuant to that certain unrecorded Lease dated July 31, 2003, and effective June 22, 2003, from Pocahontas Development Corporation to Appalachian Fuels, LLC, and that certain unrecorded Addendum to Lease dated December 14, 2009 (resulting from Appalachian Fuels, LLC's bankruptcy proceedings);

(ii) as sublessee of Colonial Coal Company, Inc., pursuant to that certain unrecorded Lease and Sublease Agreement dated August 19, 2011; and

(iii) as successor in interest of Lexington Coal Company, pursuant to that certain unrecorded Consent and Estoppel Agreement dated February 10, 2012, between Lexington Coal Company and Revelation Energy, LLC;

(g) Others as owners of the oil, gas, coalbed methane gas, other minerals, and various seams of coal not owned by Pocahontas Development Corporation;

(h) Norfolk Southern Railway Company, its successors and assigns, for railway rights of way as now located and in use;

(i) BellSouth Telecommunications, LLC, its successors and assigns, for rights it may have for telephone lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in BellSouth Telecommunications, LLC, its successors and assigns;

(j) Kentucky Power Company, its successors and assigns, for rights of way for electric power transmission lines and appurtenances as now located and in use or which may be placed upon the property pursuant to rights presently vested in said Kentucky Power Company;

(k) Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, and the public for rights of way for public roads as now located and in use;

(l) Others in any and all transmission lines, pipelines, rights of way, structures, easements and restrictions as may or may not appear of record;

(m) The public, United States of America, Commonwealth of Kentucky, riparian owners and others, if any, in and to the beds and streams of any and all waterways, tributaries and other drainage systems which may be included within the boundaries of the aforesaid 8,796.63 acres, more or less; and

(n) Others pursuant to any and all outconveyances of the Surface Estate and/or other interests in and to the Property by Pocahontas Development Corporation, including, but not limited to, that certain unrecorded Deed dated November 5, 2013, from Pocahontas Development Corporation and Appalachian Forests A, LLC to LCC Kentucky, LLC, with Twin Energies, Inc. joining.

III.

RECAPITULATION

<u>Property</u>	<u>Areas in Acres</u>
Kentucky – Main Tract Properties	50,847.06
Rouge Steel Properties	8,796.63
TOTAL	59,643.69

NOTWITHSTANDING THE USE OF COAL OR MINERAL TAX CHARGE OR ID NUMBERS IN THE ABOVE SURFACE DESCRIPTIONS, SUCH REFERENCES ARE ONLY TO PROVIDE BETTER DESCRIPTIONS OF THE CONVEYED SURFACE ESTATES. THE ABOVE DESCRIPTIONS ARE FOR THE SURFACE ESTATES ONLY.

Appendix D

Historical Sources



Historical Topographic Map Report | 2023

Order Number: 88114

Report Generated: 07/06/2023

Project Name: Lynn Bark Energy Center

Project Number: 230471-0100

Lynn Bark Energy Center

N/A

Martin County, KY 41250

Contact us at:
(866) 211-2028
envirositecorp.com

Envirosite's Historical Topographic Map Report is designed to assist in evaluating a subject property resulting from past activities. Envirosite's Historical Topographic Map Report includes a search of USGS historical topographic maps, dating back to the early 1900s.

TOPOGRAPHIC MAPS FOUND:

	<u>Map Name:</u>	<u>Year:</u>	<u>Revision Year:</u>	<u>Scale:</u>
1.	<u>Inez</u>	1914	N/R	1 : 48000
2.	<u>Inez</u>	1916	N/R	1 : 62500
3.	<u>Inez</u>	1954	1978	1 : 24000
4.	<u>Inez</u>	1954	N/R	1 : 24000
5.	<u>Inez</u>	1992	N/R	1 : 24000
6.	<u>Inez</u>	2010	N/R	1 : 24000
7.	<u>Inez</u>	2013	N/R	1 : 24000
8.	<u>Inez</u>	2016	N/R	1 : 24000
9.	<u>Inez</u>	2019	N/R	1 : 24000
10.	<u>Inez</u>	2022	N/R	1 : 24000

The USGS 7.5 minute series includes scales 1:24,000 / 1:25,000 / 1:31,680. The USGS 15 minute series includes scales 1:48,000 / 1:62,500 / 1:63,360. The USGS 30x60 minute series scale is 1:100,000.

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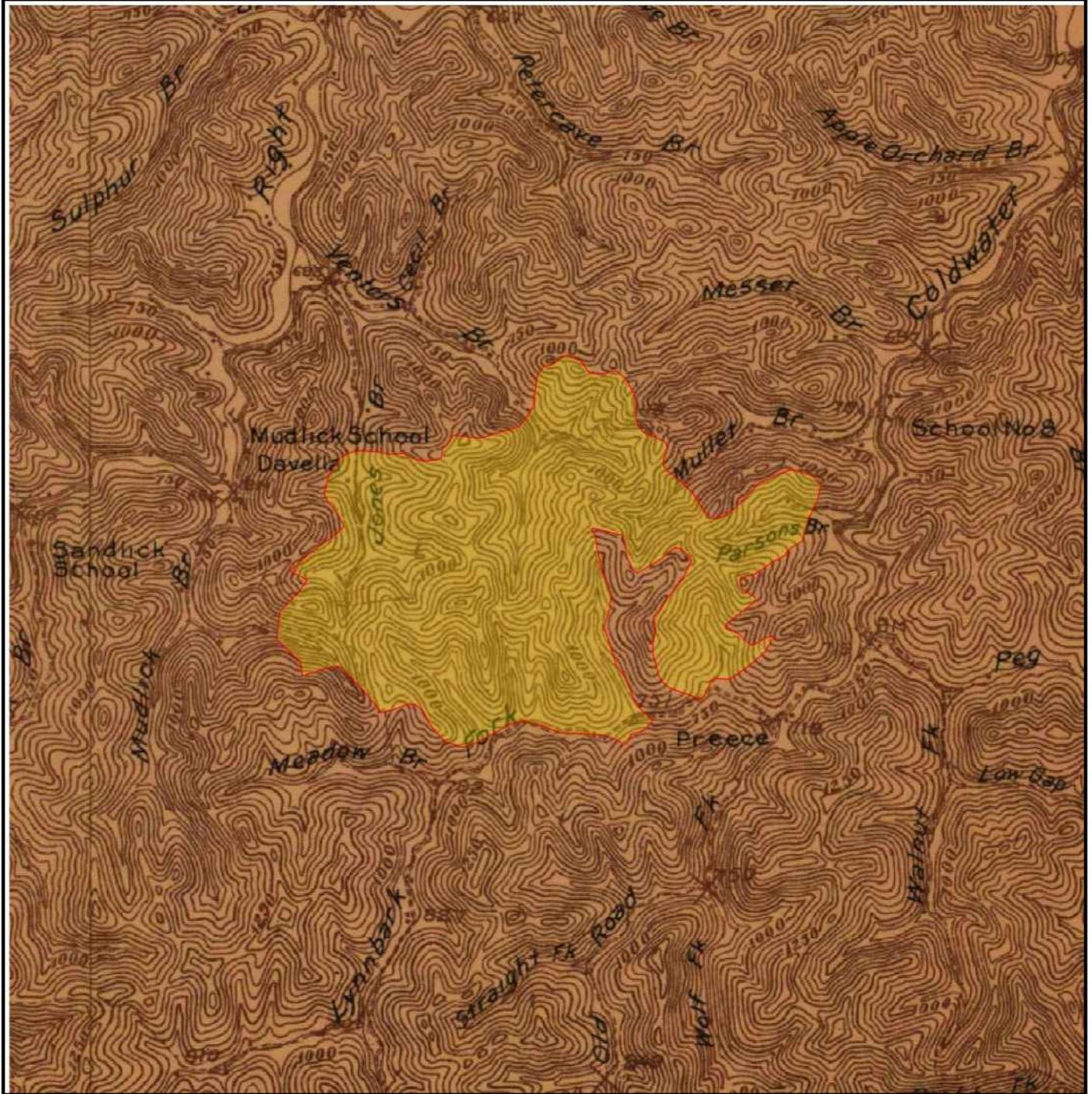
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SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

MAP NAME: Inez
MAP YEAR: 1914
REVISION YEAR: N/R
SCALE: 1 : 48000
Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

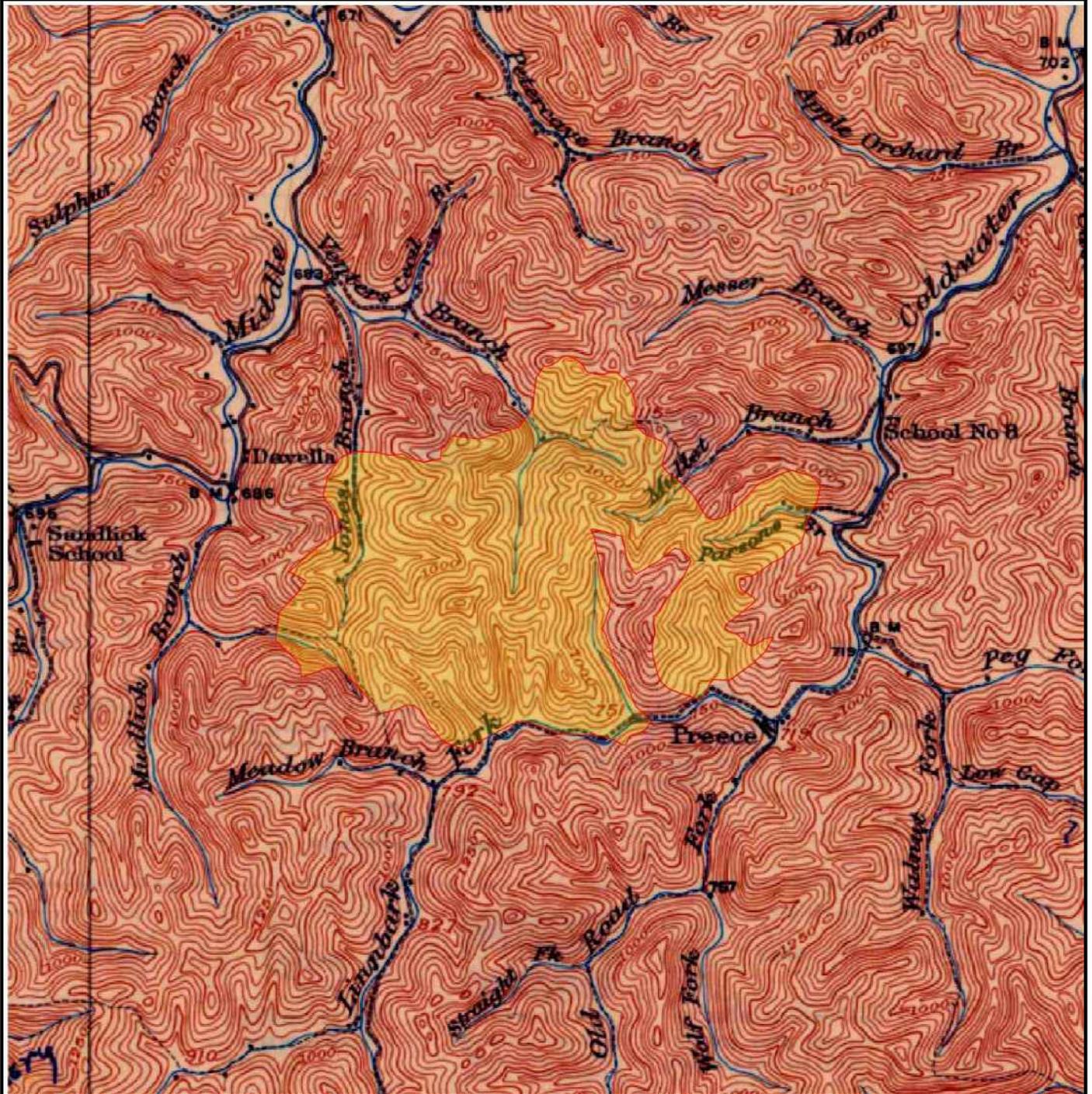
MAP NAME: Inez

MAP YEAR: 1916

REVISION YEAR: N/R

SCALE: 1 : 62500

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

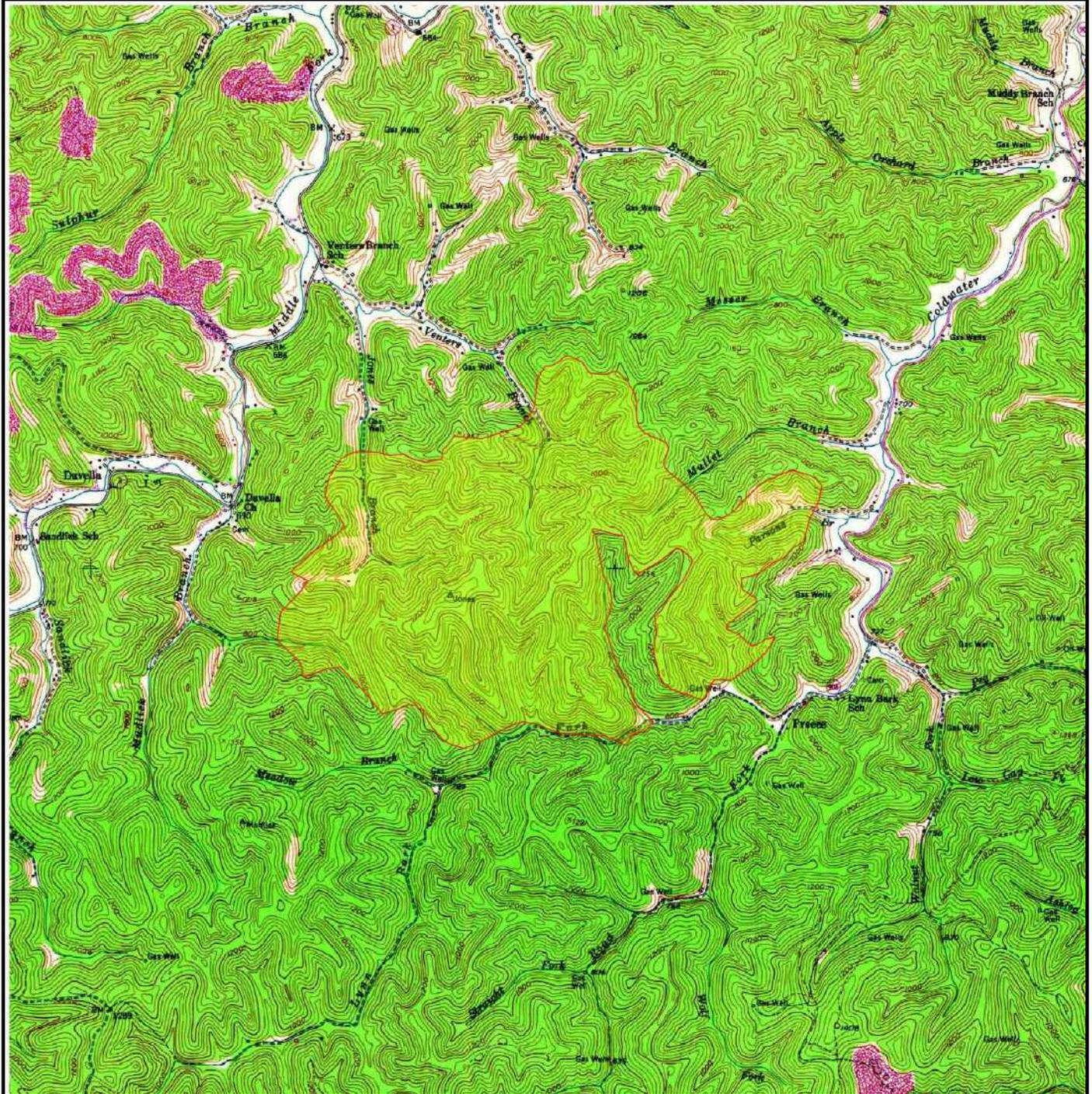
MAP NAME: Inez

MAP YEAR: 1954

REVISION YEAR: 1978

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

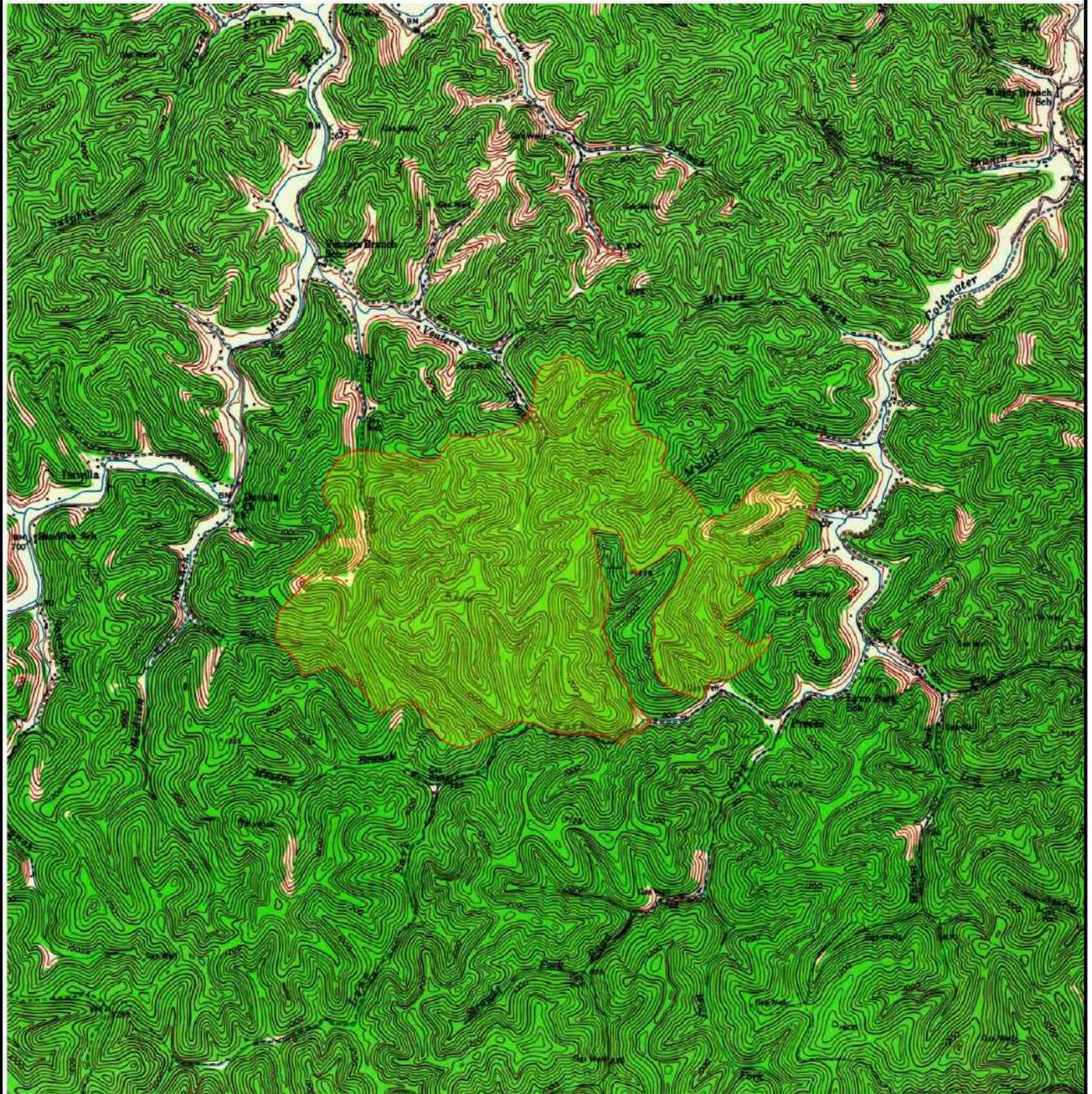
MAP NAME: Inez

MAP YEAR: 1954

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

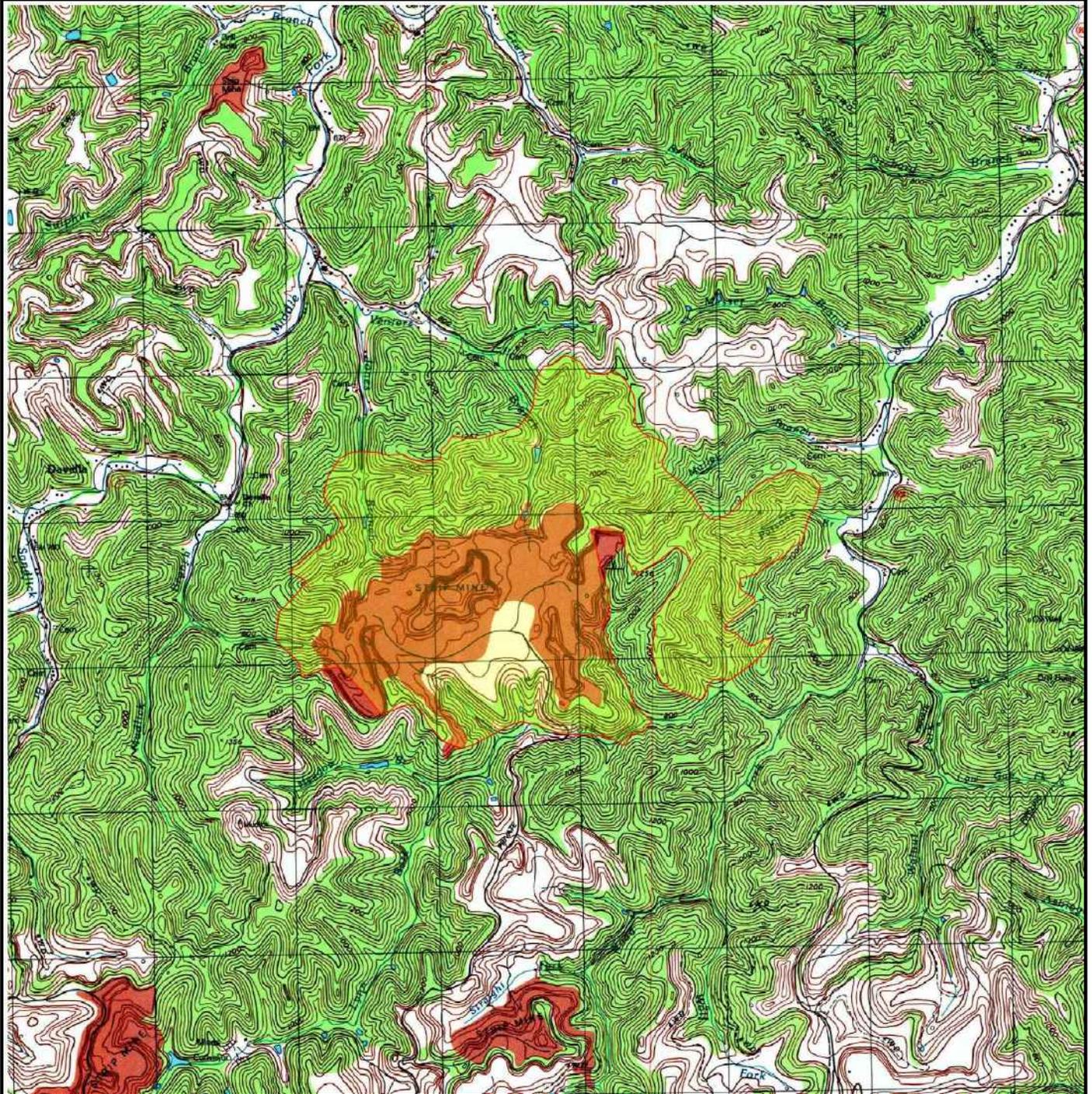
MAP NAME: Inez

MAP YEAR: 1992

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

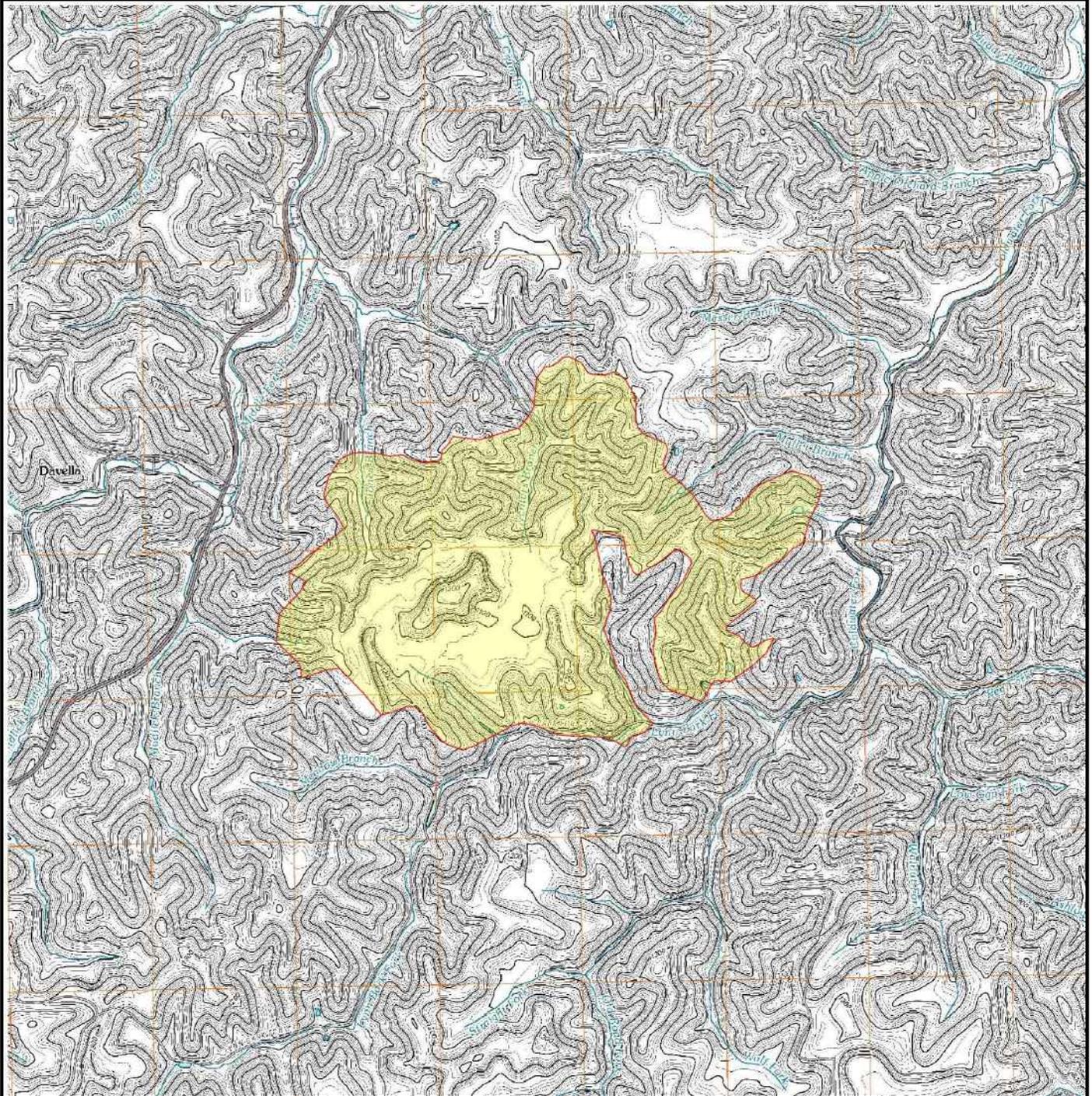
MAP NAME: Inez

MAP YEAR: 2010

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

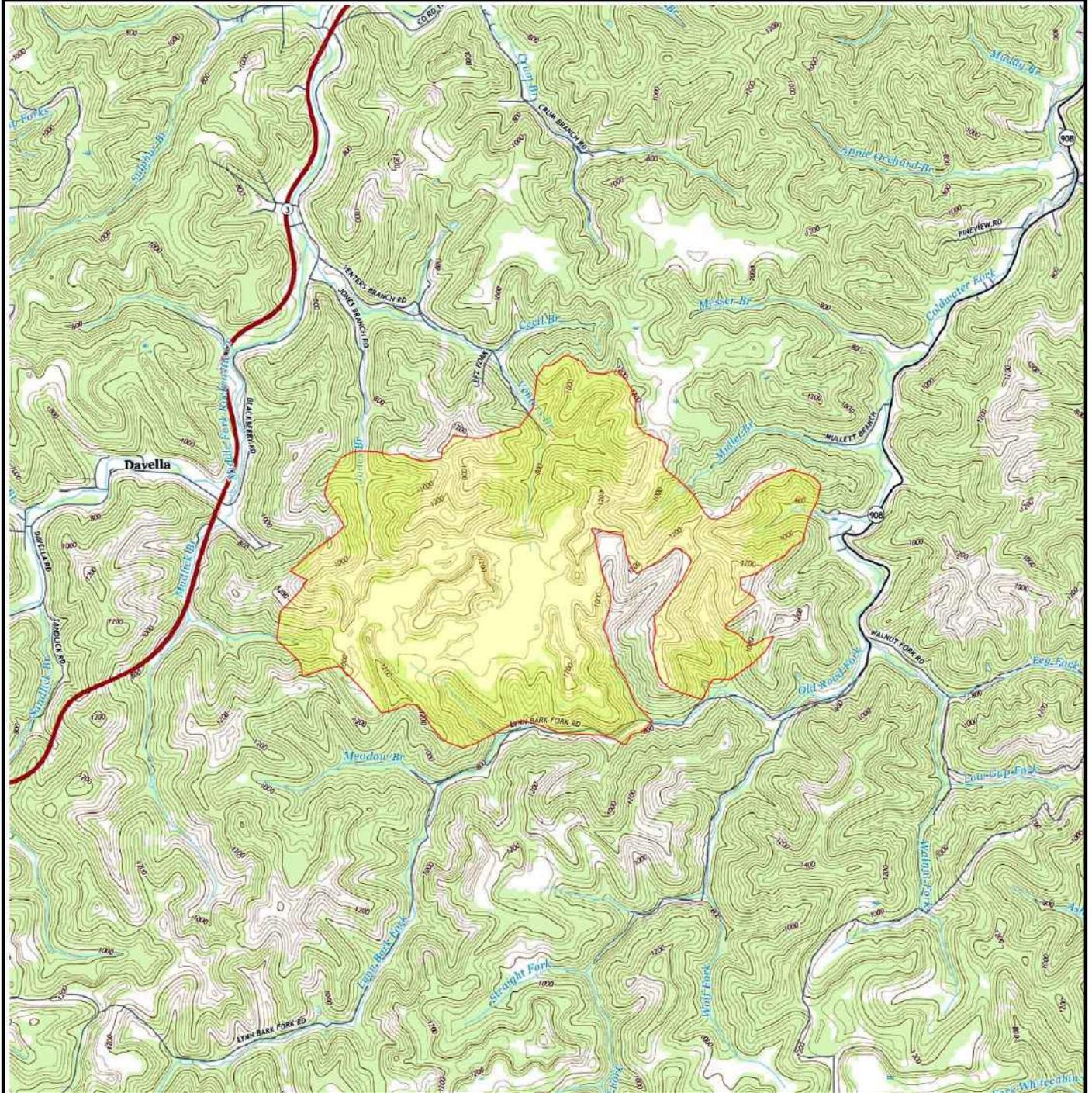
MAP NAME: Inez

MAP YEAR: 2016

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

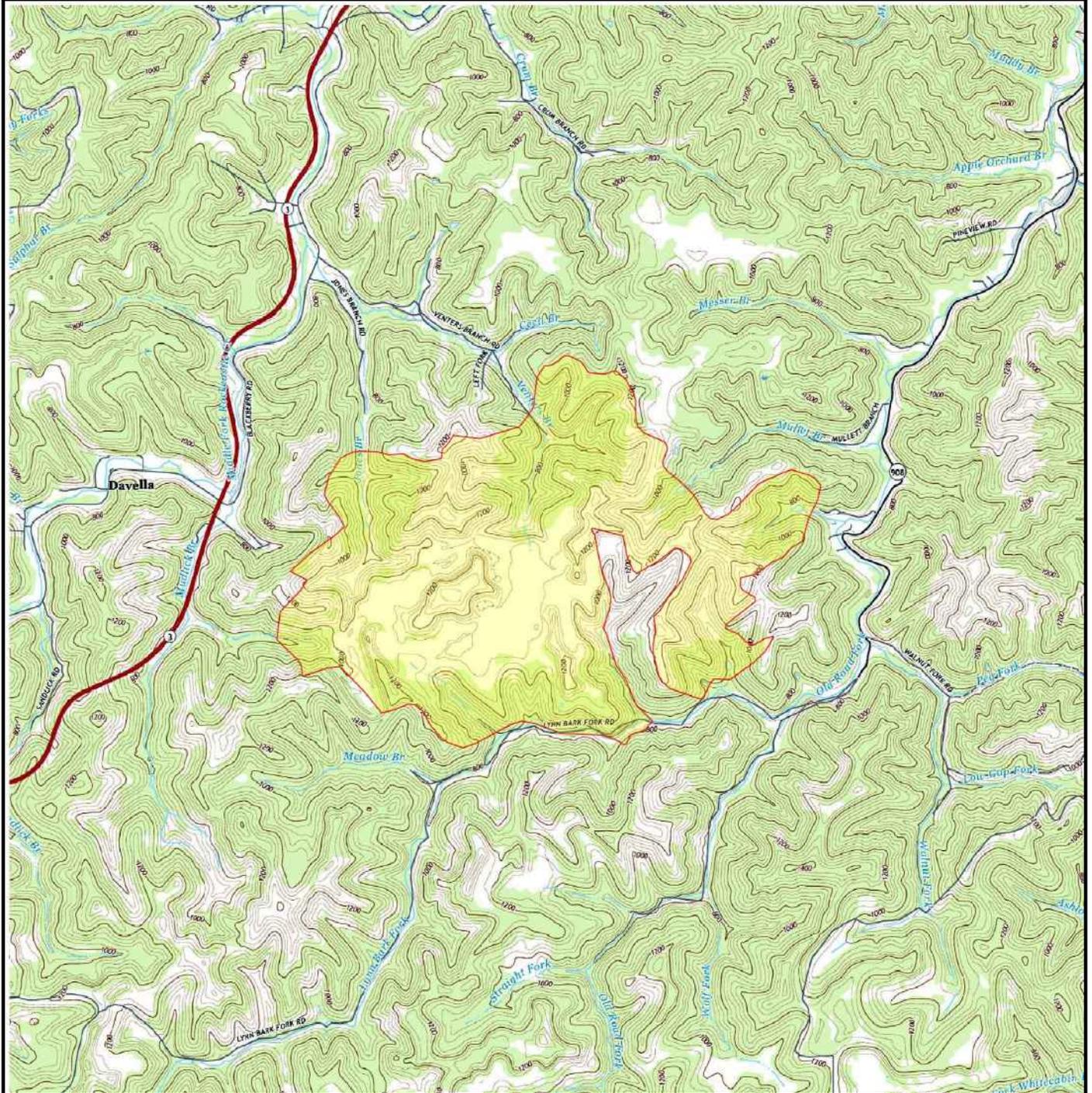
MAP NAME: Inez

MAP YEAR: 2019

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1



SUBJECT NAME: Lynn Bark Energy Center
ADDRESS: N/A, Martin County, KY, 41250
LAT/LONG: 37.792790 / -82.546760

PREPARED FOR: Environmental Consulting & Technology, Inc Bay City
ORDER #: 88114
REPORT DATE: 07/06/2023

SUBJECT QUAD:

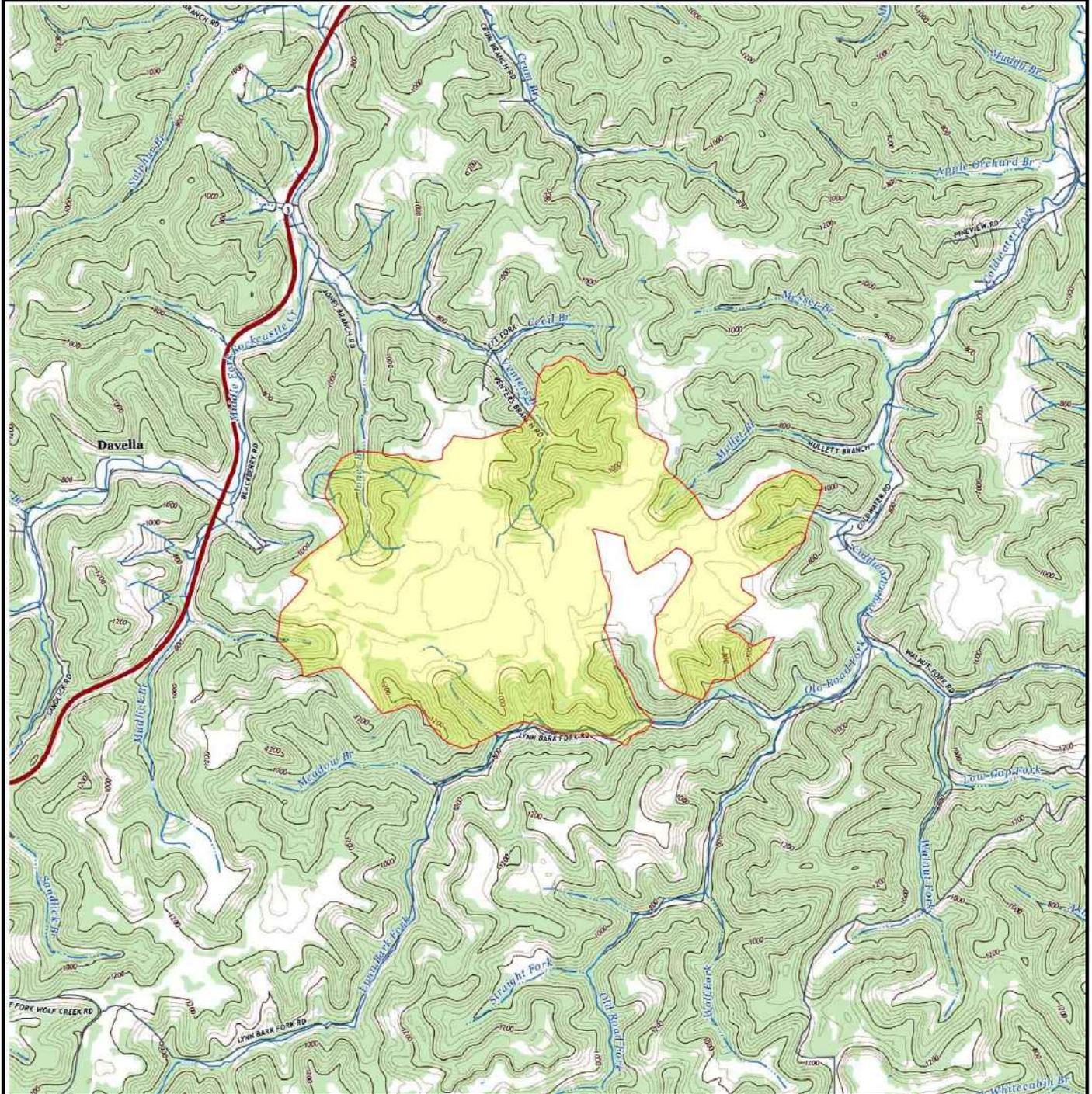
MAP NAME: Inez

MAP YEAR: 2022

REVISION YEAR: N/R

SCALE: 1 : 24000

Part 1





Historical Aerial Photo Report | 2023

Order Number: 88114

Report Generated: 06/29/2023

Project Name: Lynn Bark Energy Center

Project Number: 230471-0100

Lynn Bark Energy Center

N/A

Martin County, KY, 41250

Contact us at:
(866) 211-2028
envirositecorp.com

Envirosite's Historical Aerial Photo Report is designed to assist in evaluating a subject property resulting from past activities. EnviroSite's Historical Aerial Photo Report includes a search of available historical aerial photographs, dating back to the 1930s, or earliest available photographs.

ENVIROSITE SEARCHED SOURCES

SUBJECT PROPERTY:

Lynn Bark Energy Center
N/A
Martin County, KY, 41250

YEAR:

1951
1960
1975
1979
1983
1988
1995
2008
2010
2012
2014
2016
2018
2020
2022

SCALE:

1" = 1,000'
1" = 1,000'
1" = 1,000'
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1" = 1,000'
1" = 1,000'

SOURCE:

U.S.G.S
U.S.G.S
U.S.G.S
U.S.G.S
NHAP
NAPP
DOQ
NAIP
NAIP
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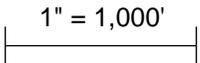
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FLIGHT YEAR:
1951

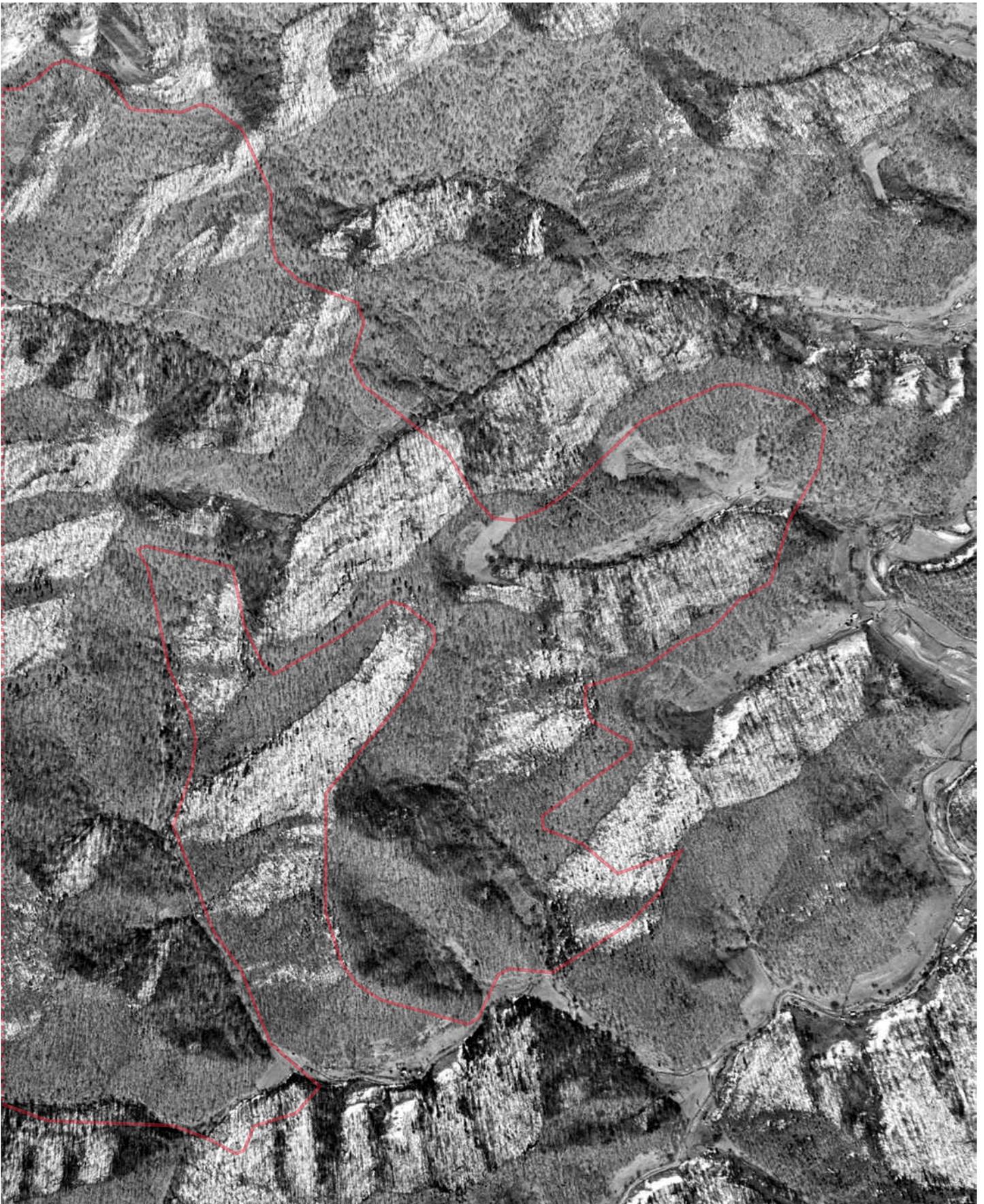
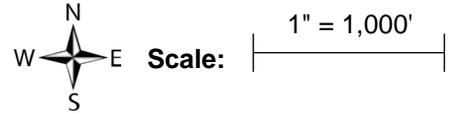
West Portion

 **Scale:**  1" = 1,000'



FLIGHT YEAR:
1951

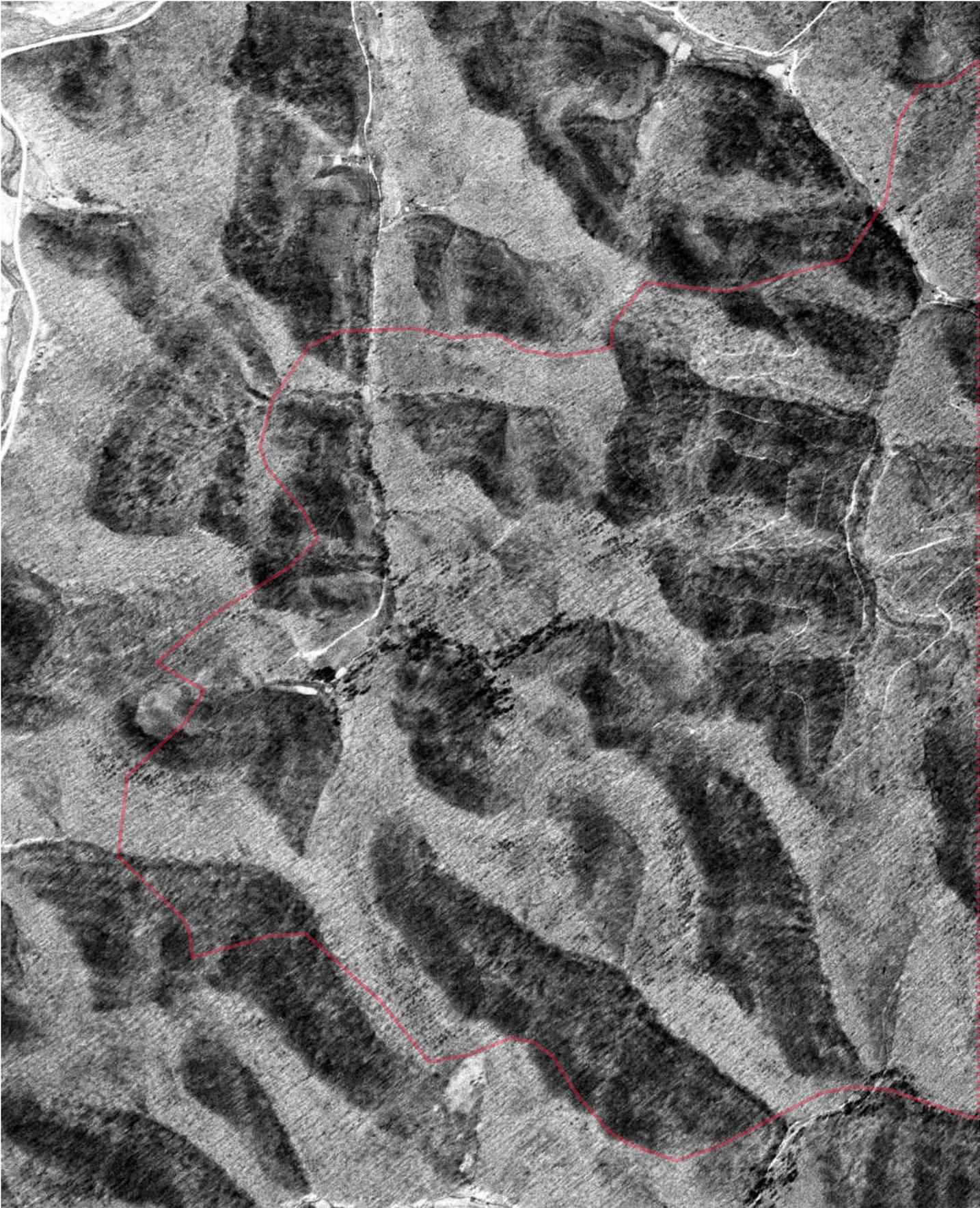
East Portion



FLIGHT YEAR:
1960

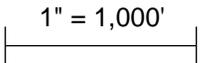
West Portion

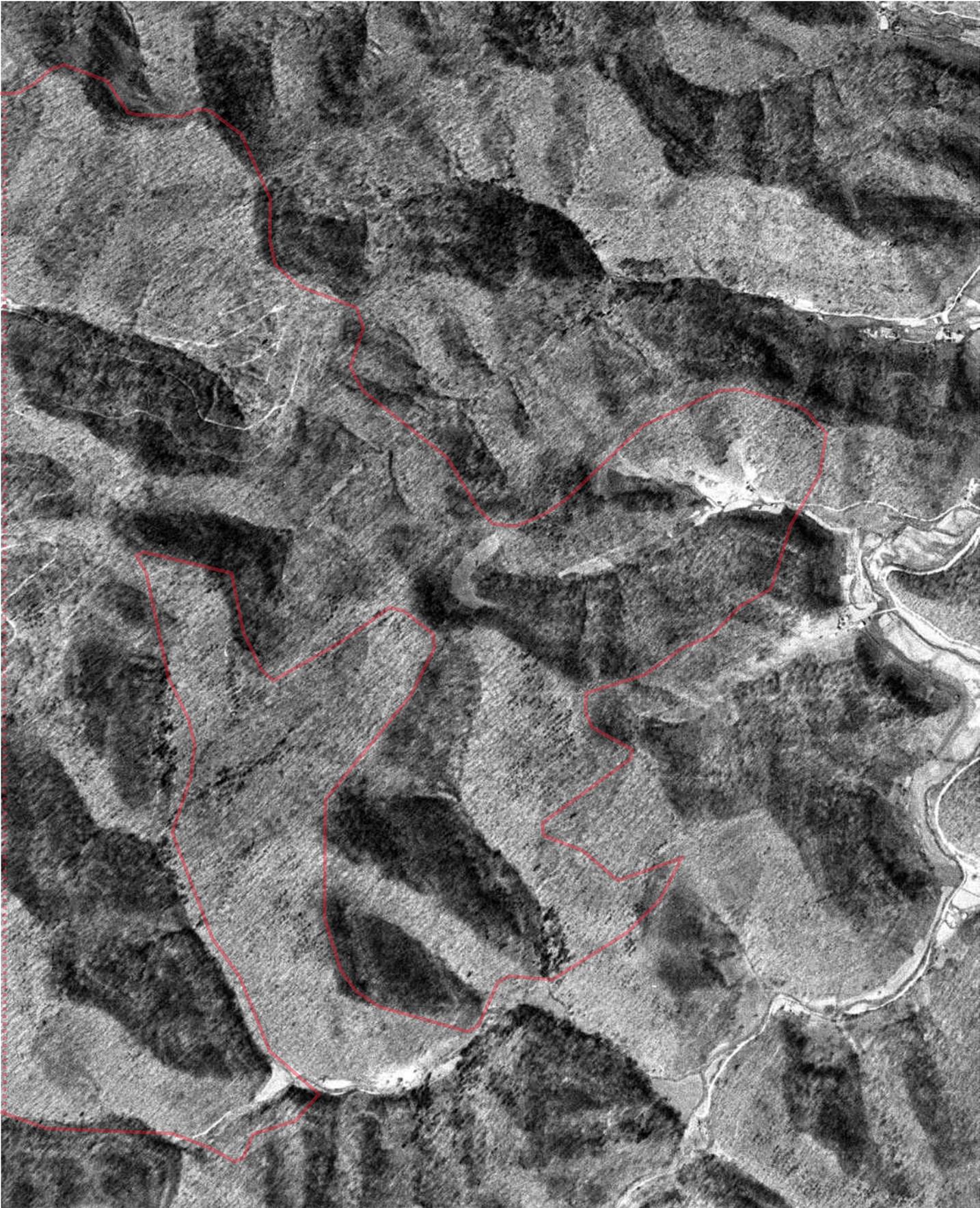
Scale: 1" = 1,000'



FLIGHT YEAR:
1960

East Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
1975

West Portion

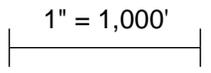


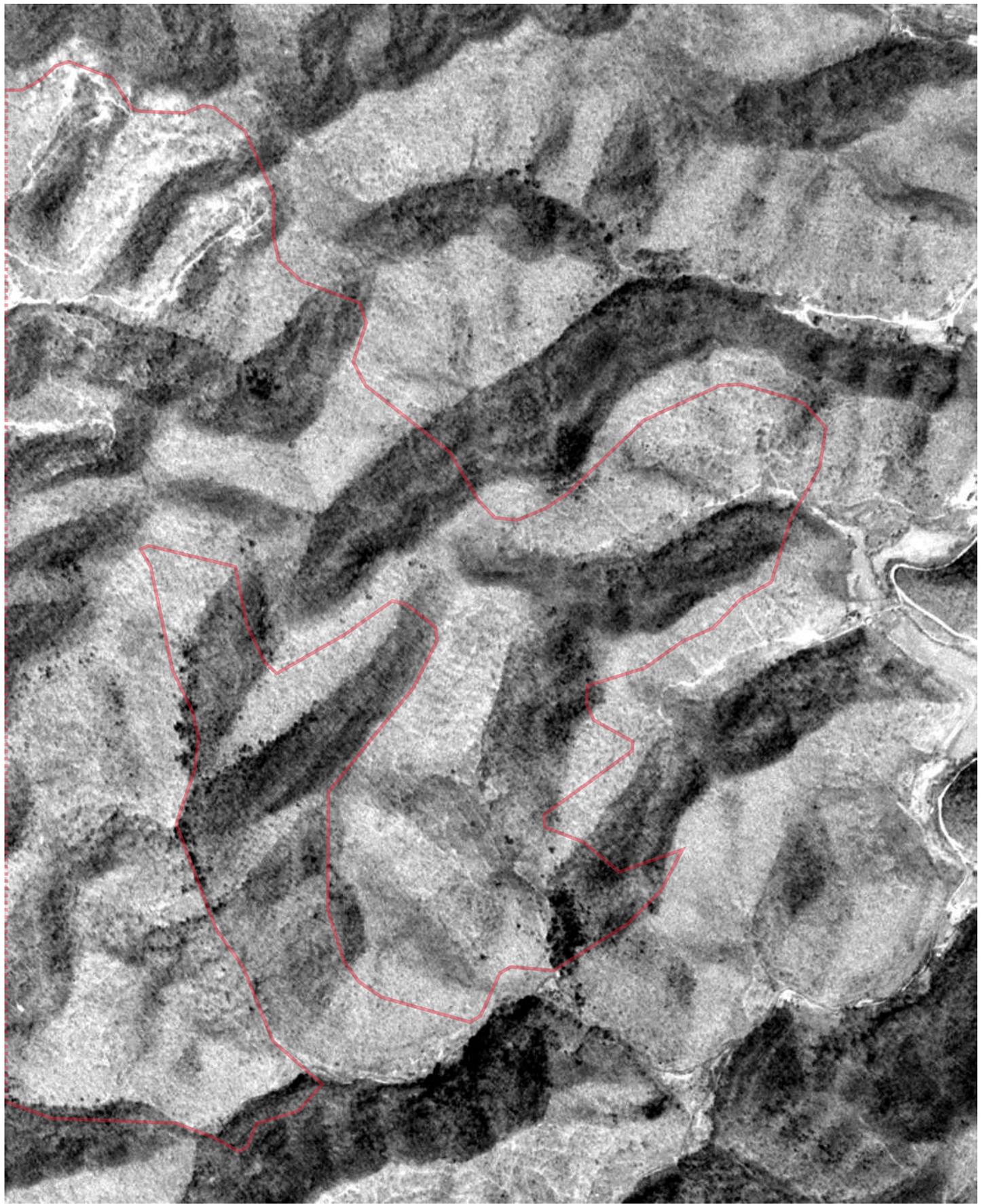
Scale: |-----|
1" = 1,000'



FLIGHT YEAR:
1975

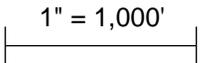
East Portion

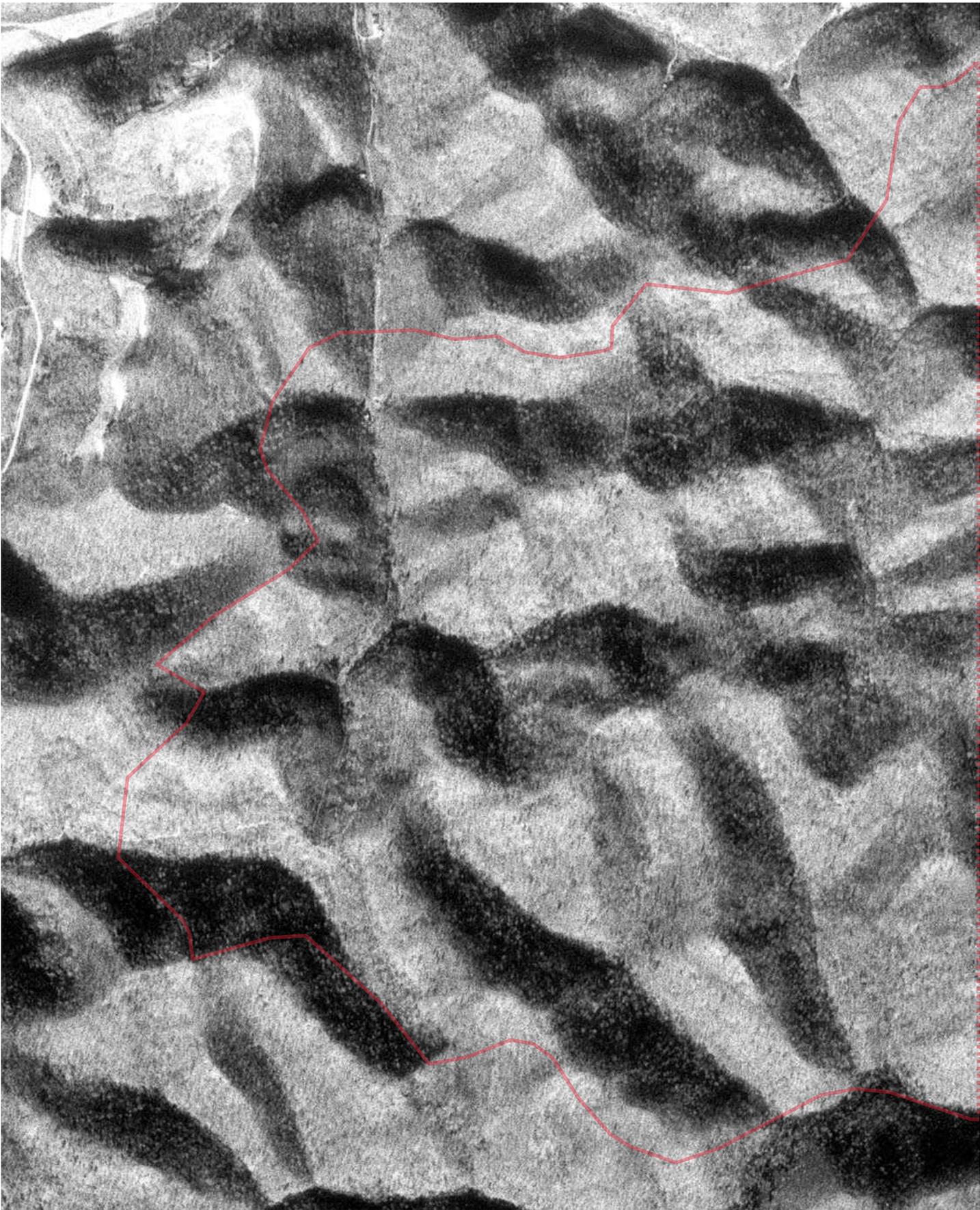
W  E **Scale:**  1" = 1,000'



FLIGHT YEAR:
1979

West Portion

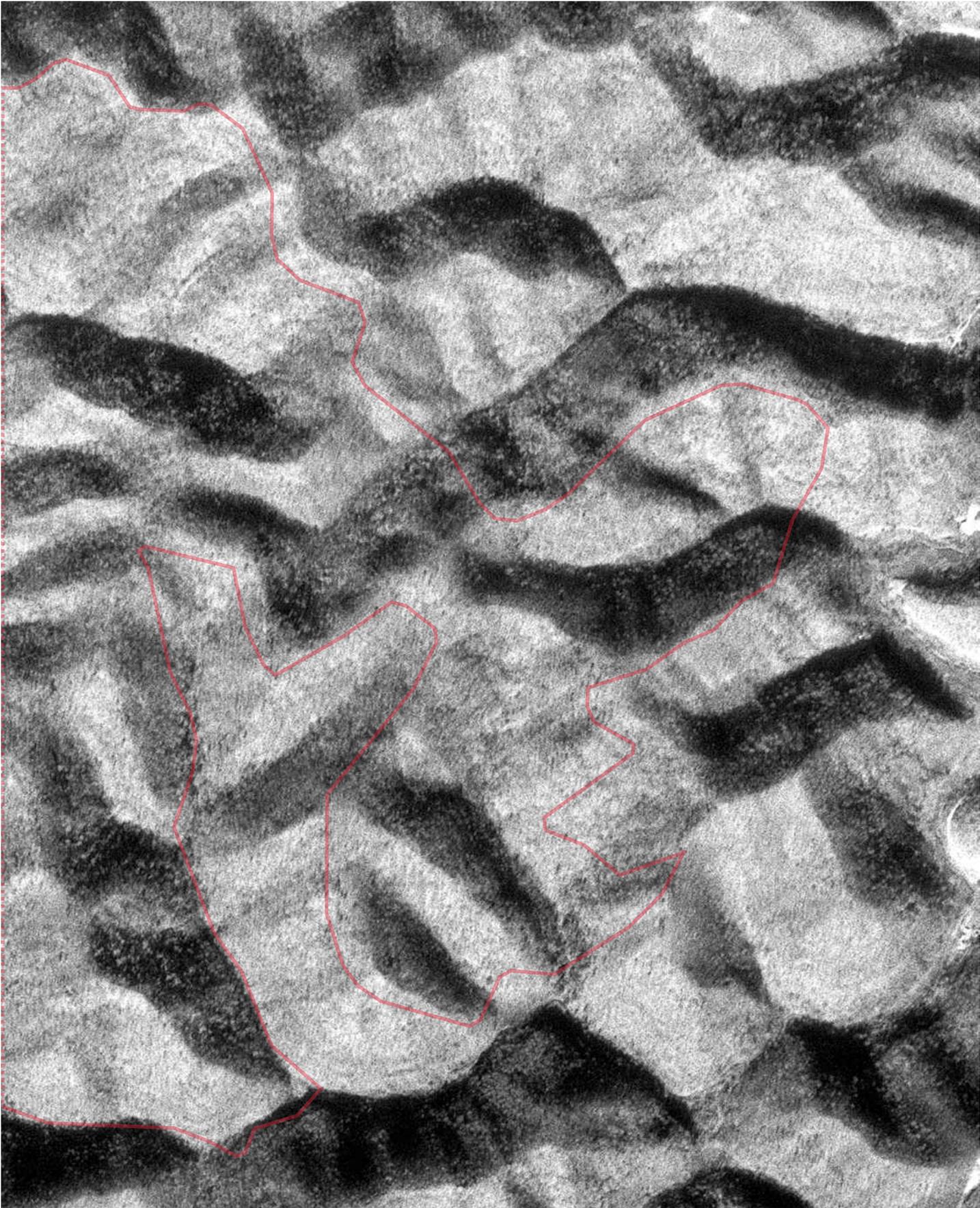
 **Scale:**  1" = 1,000'



FLIGHT YEAR:
1979

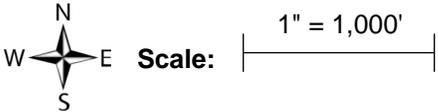
East Portion

W  E **Scale:** |-----| 1" = 1,000'



FLIGHT YEAR:
1983

West Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
1983

East Portion



Scale: |-----|
1" = 1,000'



FLIGHT YEAR:
1988

West Portion

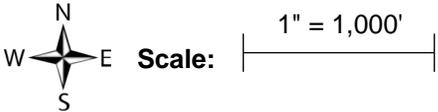


Scale: |-----|
1" = 1,000'



FLIGHT YEAR:
1988

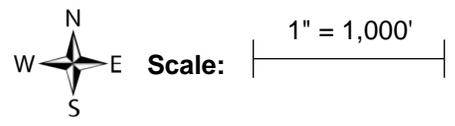
East Portion

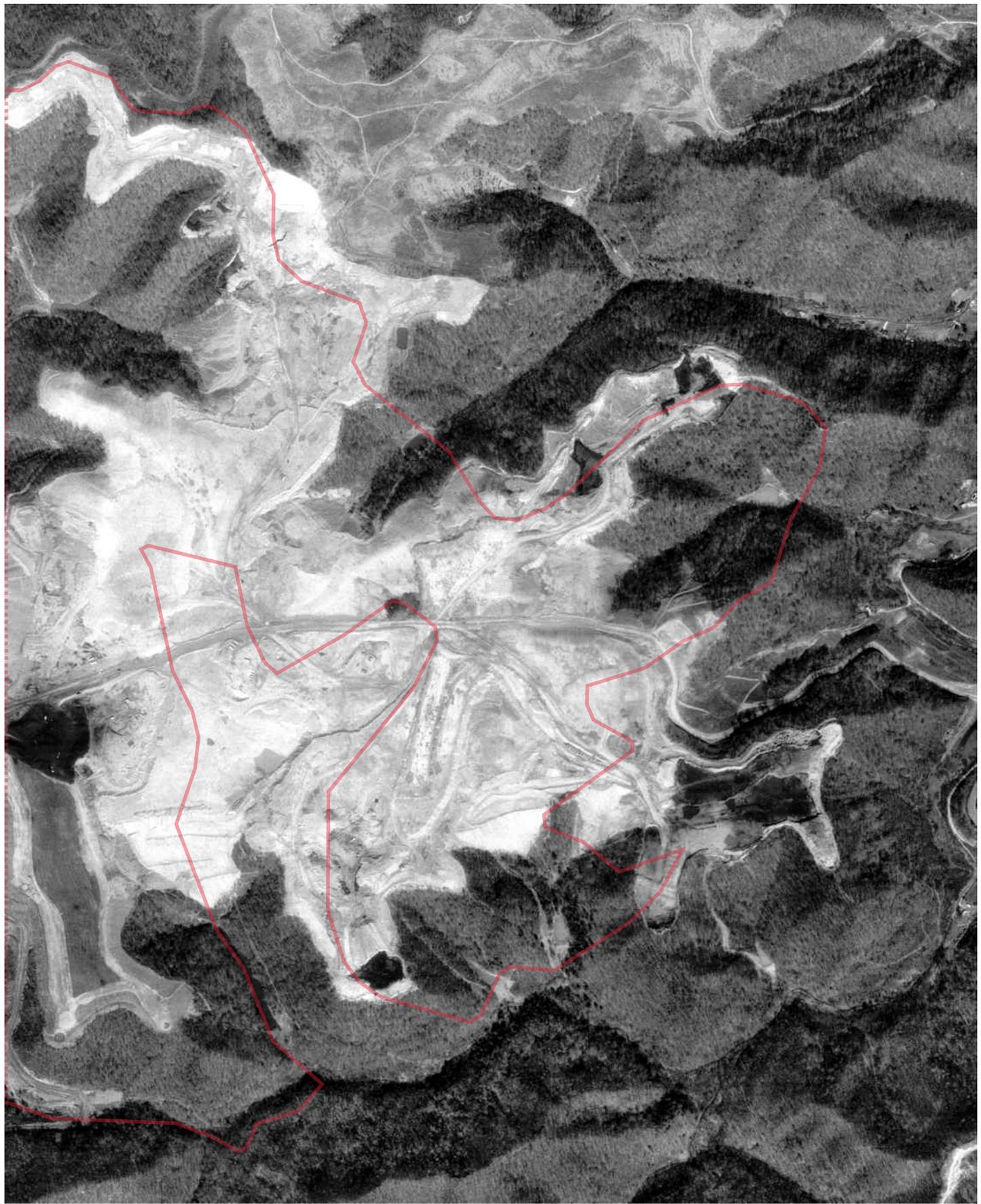
Scale:  1" = 1,000'



FLIGHT YEAR:
1995

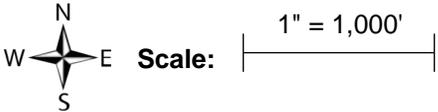
East Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
2008

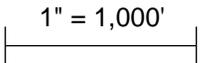
East Portion

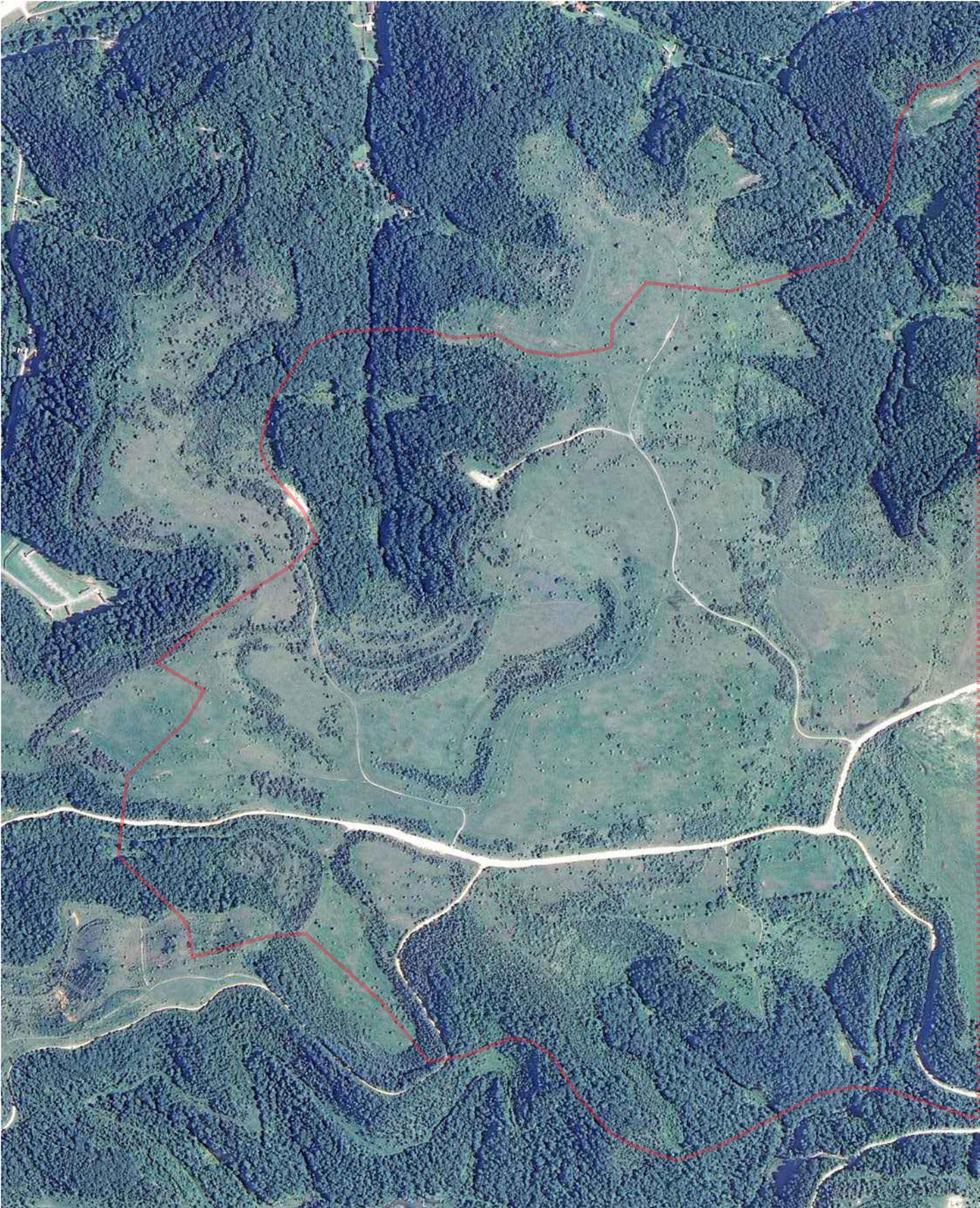
Scale:  1" = 1,000'



FLIGHT YEAR:
2010

West Portion

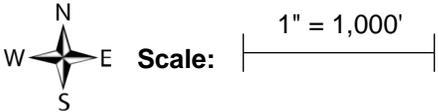
 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2010

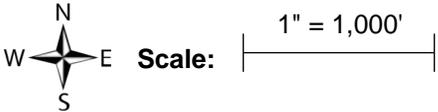
East Portion

Scale: 1" = 1,000'

A north arrow with 'N' at the top, 'S' at the bottom, 'W' on the left, and 'E' on the right. To its right is a scale bar consisting of a horizontal line with vertical end caps, labeled '1" = 1,000''.

FLIGHT YEAR:
2012

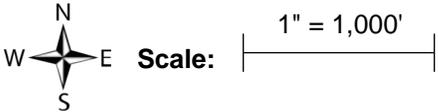
West Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
2012

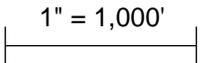
East Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
2014

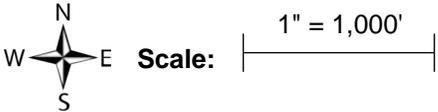
West Portion

 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2014

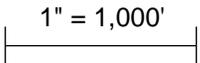
East Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
2016

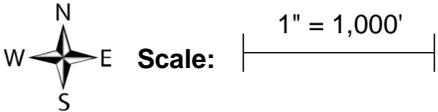
West Portion

 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2016

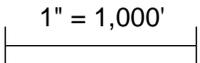
East Portion

Scale:  1" = 1,000'



FLIGHT YEAR:
2018

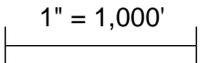
West Portion

 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2018

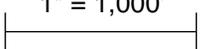
East Portion

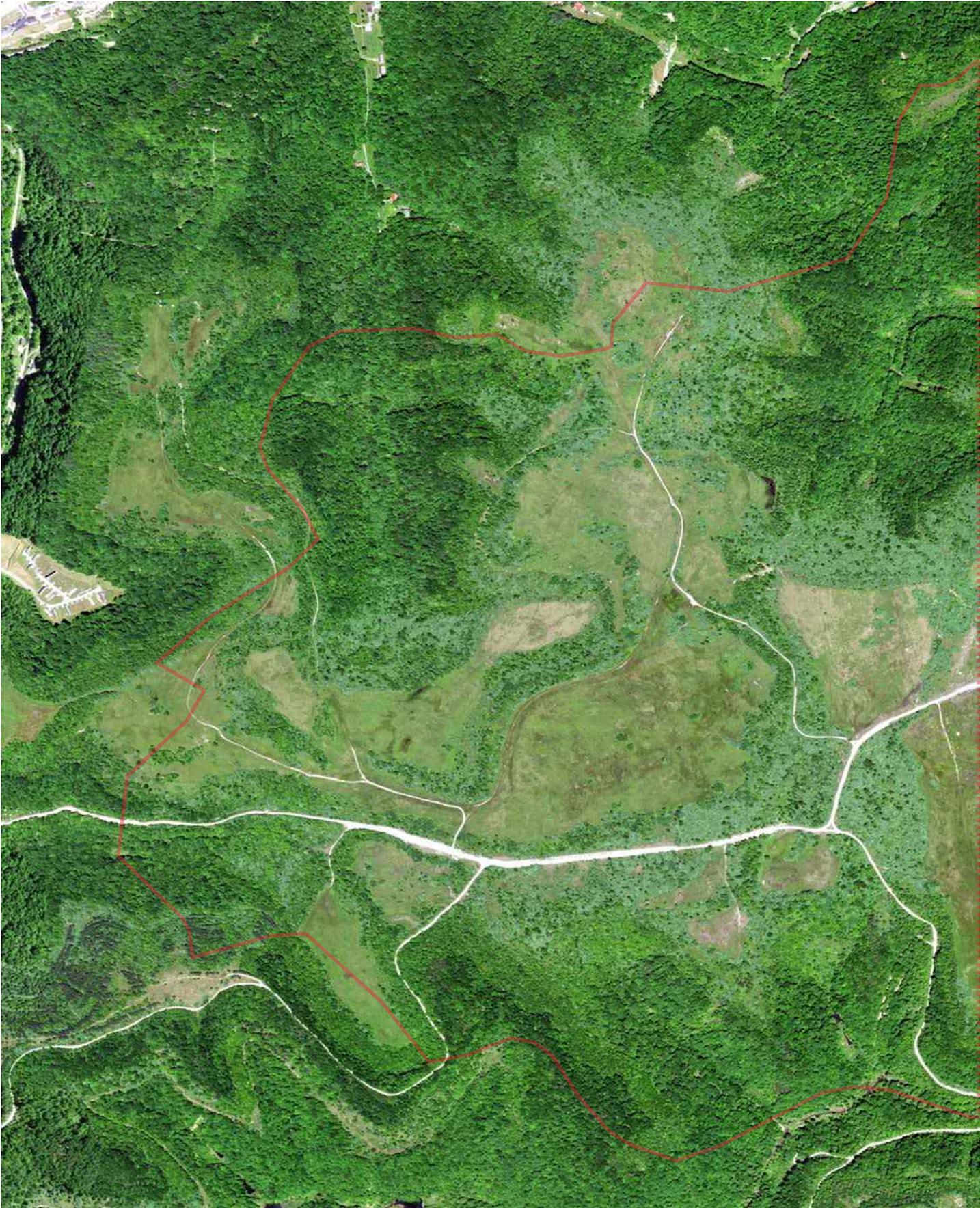
 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2020

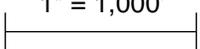
West Portion

 **Scale:**  1" = 1,000'



FLIGHT YEAR:
2020

East Portion

 **Scale:**  1" = 1,000'

