

**NOTE: Tract numbers referenced in this deed, do not match Auction Tract numbers.**

THIS INSTRUMENT WAS PREPARED BY:

Van P. East, III  
Frost Brown Todd LLC  
150 3<sup>rd</sup> Avenue South, Suite 1900  
Nashville, TN 37201

Address of New Owner of Timber:	Send Tax Bills on Timber to:	Tax Parcel Identification Nos.
Berkeley Realty, LLC 750 Town Mountain Road Pikeville, KY 41502	Berkeley Realty, LLC 750 Town Mountain Road Pikeville, KY 41502	See Exhibit B

**TIMBER DEED**

THIS TIMBER DEED IS MADE as of October 4, 2016 (the “Effective Date”), between TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company (together with its successors and assigns, “Grantor”), and BERKELEY REALTY, LLC, a Kentucky limited liability company (together with its successors and assigns, “Grantee”).

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

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

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

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

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

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has now bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, all of Grantor’s right, title and interest in and to

all the timber now growing or being or that may hereafter be grown on the Property (as defined below) located in Bledsoe County, Tennessee, Sequatchie County, Tennessee and Van Buren County, Tennessee (all such timber being, collectively, the “Timber”), subject to the terms, covenants, conditions and agreements set forth in this Timber Deed.

Grantor’s source of title is (i) that certain Quit Claim Deed, dated as of October 22, 2013, from LCC Tennessee, LLC to Grantor, and recorded as Instrument 13108144, Book RB281, Pages 749-756 in the Register’s Office of Bledsoe County, Tennessee and as Instrument 16001928, Book 346, Pages 130-138 in the Register’s Office of Sequatchie County, Tennessee (the “Bledsoe/Sequatchie Deed”), (ii) that certain Quit Claim Deed and Assignment of Easements, dated as of October 22, 2013, from LCC Tennessee, LLC to Grantor, and recorded as Instrument 13002197, Book 313, Pages 715-736 in the Register’s Office of Sequatchie County, Tennessee and as Instrument 13001136, Book RB73, Pages 385-406 in the Register’s Office of Van Buren County, Tennessee (the “Sequatchie/Van Buren Deed”), and (iii) that certain Quit Claim Deed, dated as of October 22, 2013, from LCC Tennessee, LLC to Grantor, and recorded as Instrument 13001098, Book RB73, Pages 294-298 in the Register’s Office of Van Buren County, Tennessee (the “Van Buren Deed”).

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

The Property is unimproved property.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9. Compliance with Laws.** Grantee shall comply in all material respects with all federal, state and local laws, rules, and regulations applicable to Grantee’s operations on the Property pursuant to this Timber Deed, including, but not limited to, environmental laws and

regulations and the securing by Grantee of all necessary licenses and permits incidental to such operations. Without limiting Grantor's obligations under Section 2 of this Timber Deed, Grantor agrees that it will not exercise any of its retained rights or otherwise conduct its operations in a manner which could cause Grantee to be in material violation of any federal, state or local law, rule or regulation, the CARB Compliance Offset Program, any CARB regulation, or any SFI Standards.

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

**Section 11. Remedies.**

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

the Timber or any other property of Grantor as a result of any activity by a third party, including any violation of this Timber Deed. If one party pursues such legal proceedings, the other may, in its discretion, elect to join in such legal proceedings at its own expense. In the event of a monetary recovery from the third party, all expenses and legal fees reasonably incurred by both Grantor and Grantee in connection with the action shall be paid out of the amount recovered.

- (f) Acts Beyond a Party's Control. Nothing contained in this Timber Deed shall be construed to entitle any party to bring any action against another party for any injury to or change in the Property, the Timber or any other property of Grantor resulting from causes beyond such party's control, including, but not limited to, fire, flood, storm, earth movement, insect infestation, disease, acid rain, airborne pollutants introduced by third parties, acts of third parties, or from any prudent action taken by a party under emergency conditions to prevent, abate, or mitigate significant injury to the Property, the Timber or any other property of Grantor resulting from such causes.
- (g) Survival. The enforcement of rights and remedies by either party under this Section 11 shall survive the expiration or termination of this Timber Deed.

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

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

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

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

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

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

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

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

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

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

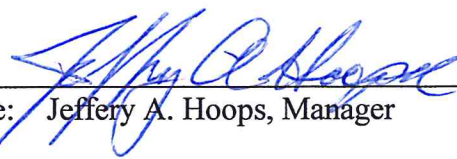
TO HAVE AND TO HOLD the Timber and the Timber Rights, together with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, until such time as (A) the Offset Project ceases to be registered with a Registry, or (B) (i) Grantee no longer has any obligations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

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

IN WITNESS WHEREOF, Grantor and Grantee have executed this Timber Deed as of the 4th day of October, 2016.

GRANTOR:

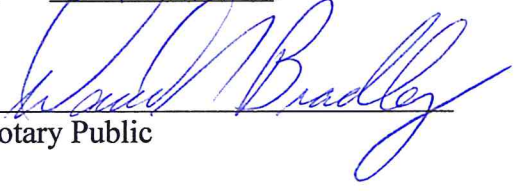
TRIPLE H REAL ESTATE, LLC

By:   
Name: Jeffrey A. Hoops, Manager

STATE OF KENTUCKY )  
COUNTY OF PERE )

PERSONALLY APPEARED BEFORE ME, DAVID N BRADLEY, a Notary Public with authority to act in the State and County aforesaid, Jeffrey A. Hoops, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this 4th day of OCTOBER, 2016.

  
Notary Public

My Commission Expires: 5-10-20

GRANTEE:

BERKELEY REALTY, LLC

By: *John Harris*  
Name: JOHN HARRIS  
Title: PRESIDENT

COMMONWEALTH OF KENTUCKY )  
COUNTY OF PIKE )

PERSONALLY APPEARED BEFORE ME, DAVID N. BRADLEY, a Notary Public with authority to act in the Commonwealth and County aforesaid, JOHN HARRIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the PRESIDENT of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this 3RD day of OCTOBER, 2016.

*David N. Bradley*  
Notary Public

My Commission Expires: 5-10-20

STATE OF TENNESSEE )  
COUNTY OF VAN BUREN )

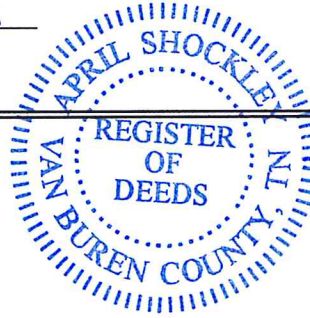
The actual consideration or value, whichever is greater, for this transfer is  
0 and 00/100 Dollars (\$ 0.00).

[Signature]  
AFFIANT MANAGER

SUBSCRIBED and sworn to before me, this 4<sup>th</sup> day of Oct, 2016.

[Signature]  
Notary Public Register of Deeds

My Commission Expires: 08-31-2018



**EXHIBIT A-1**

Quit Claim Deed  
(Bledsoe County and Sequatchie County)

EXHIBIT A-1

This instrument prepared by (without examination of title):  
Brett A. Schubert  
Martin, Tate, Morrow & Marston, PC  
6410 Poplar Avenue, #1000  
Memphis, TN 38119  
(901) 522-9000

RETURN TO:  
M. Edward Cunningham, II  
Huddleston Bolen, LLP  
611 Third Ave  
P.O. Box 2185  
Huntington, WV 25722-2185  
(304) 691-8410

**QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that **LCC Tennessee, LLC**, a Delaware limited liability company (“Grantor”) for good and valuable consideration hereby acknowledged by the parties, does hereby bargain, sell, remise, quit claim and convey any and all right, title, and interest, if any, it has in the following described real estate located in Bledsoe County, Tennessee, and in part located in Sequatchie County, Tennessee, unto **Triple H Real Estate, LLC**, a West Virginia limited liability company, its successors and assigns (“Grantee”), forever in fee simple to wit:

**PROPERTY I**

The following tracts of land located in the 1<sup>st</sup> Civil District, Bledsoe County, Tennessee, described as follows:

Tract I:

BEGINNING at a concrete marker in the East line of Grant No. 4771 to Abner Fletcher for 5,000 acres; thence East passing the Southeast corner of W.C. Smartt Grant No. 6156 and the Northwest corner of Grant No. 5280, being a common corner to said tracts, and on East Approximately at 120 poles to the West line of the A. C. Hitchcox tract; thence S. with the Hitchcox line to the Southwest corner of his tract, approximately 100 poles, to a white oak and gum; thence E. 120 poles to a Spanish oak and pointers; thence S. 10° W., passing the Northwest corner of the P. Creason tract, and in all 280 poles to a point in the West line of the Dow Hitchcox 100 acre tract, which said 280 poles line is S. 30° W; thence S. 70° W., 134 (or 154) poles to a pine at the Southwest corner of said Dow Hitchcox 100 acre tract; thence N. approximately 80 poles to the Northeast corner of the John J. Johnson 100 acre tract, Grant No. 52; thence W. with the line of said Grant No. 52, 20 poles, more or less, to East line of Grant No. 4771, in the name of Abner Fletcher; thence N. with said Grant No. 4771, 228 poles to a concrete post in said Grant line, and being the Northeast corner of a tract of 933 acres formerly owned by Solon L. Robinson and others, a part of said Grant No. 4771, and the begin-

ning corner of this tract, containing 220 acres, more or less, after excluding said Dow Hitchcox Tract.

Tract II:

Lying on Big Bush Creek and being a part of a Grant, No. 11233, to James Hitchcox from the State of Tennessee, dated March 1, 1854, on Bledsoe County Entry No. 1714 conveyed by Charlotte Hitchcox, widow of James Hitchcox, to John Hitchcox and Harman York by deed dated February 9, 1887, of record in Book S, pages 490-491, and conveyed by John Hitchcox and Harman York to John H. Inman by deed dated February 10, 1887, of record in Book S, page 259, Register's Office, Bledsoe County, Tennessee, and BEGINNING on a white oak and black gum pointers; thence W. 122 poles to a post oak and pointers; thence N. 11 E. 264 poles to a forked hickory and pointers; thence E. 88 poles to a stone and pointers; thence S. 262 poles to the BEGINNING, containing 182 acres, more or less.

Tract III:

Located on Cumberland Mountain in the old Second Civil District of said County and State and more particularly described as follows, to-wit:

BEGINNING on a stone corner, the N.E. corner of a 100 acre tract known as the John Johnson tract; thence running S. with said 100 acre tract, 70 poles to a stake and pointers on the S. side of the old Pikeville Road; thence E. 114 poles to a stone and pointers in the Gardner line; thence 10° W. 171 poles to a stone and pointers in said line; thence W. 85 poles to a black oak and pointers; thence S. 90 poles to the BEGINNING, containing 100 acres, more or less.

Being the same property described in that certain Warranty Deed at Book 72, Page 70, in the Register's Office of Bledsoe County.

**PROPERTY II**

The following tract of land located in the Bledsoe County and in Sequatchie County, Tennessee, described as follows:

BEGINNING on a stone, the Southeast corner of the Dow Hitchcox tract of land, a common corner of Meadowlark Farms, Inc. (formerly Russell Swafford and Glen Stallard) having coordinates of 418,609.75 N. and 2,171,600.03 E.; thence S. 86° 42' 57.9" E. crossing a road at 600 feet, crossing another road at 1,033 feet, crossing a pond at 2,400 feet, crossing another pond at 2,900 feet, in all 6,257.28 feet to an iron pin in Wilson Wyatt's line, being a common corner of Meadowlark Farms, Inc. (formerly Glenn Stallard) and having coordinates of 418,251.31 N. and 2,177,847.04 E.; thence N. 00° 27' 51.5" E. 1,504.89 feet to a stone, corner of old Cagle tract, a common corner of Wilson Wyatt; thence N. 26° 24' 06.2" W. 2,179.88 feet to a stone, Sherrell and Wyatt's corner having coordinates of 421,708.66 N. and 2,176,889.75 E.; thence S. 55° 52' 42.9" W. 452.43 feet to old Madison Road; thence N. 66° 10' 53.5" W. 2,330.65 feet to a stone, an old Hitch-

cox corner, now a common corner of Ralph Lee, et al, having coordinates of 422,396.08 N. and 2,174,383.08 E.; thence N. 86° 37' 11.1" W. 1,005.56 feet to a stone, another Hitchcox corner, now a common corner of Meadowlark Farms, Inc. (formerly Russell Swafford) having coordinates of 422,455.37 N. and 2,173,379.27 E.; thence S. 34° 00' 20.8" W. 3,334.06 feet to a stone, an old Hitchcox and Robinson corner, now a common corner of Meadowlark Farms (formerly Russell Swafford); thence S. 04° 30' 53.9" E. 1,085.12 feet to the BEGINNING.

TOGETHER with all rights and royalty interests which may be held by Grantor, if any, as described in that certain Warranty Deed at Book 74, Page 148, which may have been conveyed to Grantor by and through Instrument No. 04086486 in the Register's Office of Bledsoe County, Tennessee. Being the same property described in that certain Warranty Deed at Book 74, Page 148.

### PROPERTY III

Being two adjacent tracts of land lying in Bledsoe County, State of Tennessee, situated near the junction of Van Buren, Sequatchie and Bledsoe counties, all in the State of Tennessee, and being described as follows:

#### Tract I:

Lying on Cumberland Mountain and near Hitchcox Mountain and on Big Brush Creek (the county line between Bledsoe and Sequatchie counties) and BEGINNING on the southeast corner of the Noble Bouldin 640 acres grant, a stone, now owned by J. M. Huber Corporation (formerly owned by Macy Land Company), also a common corner with Dock Prater and having coordinates of 426,946.89 north and 2,170,840.27 east; thence south 80° 32' 32.3" east 849.14' to a stone (formerly an iron stake) in the line of Russell T. Swafford, a common corner with J. M. Huber Corporation and having coordinates of 426,840.72 north and 2,171,477.63 east; thence north 15° 52' 17.8" east 169.62' to an iron pin, a common corner with the Russell T. Swafford land and having coordinates of 427,003.88 north and 2,171,524.02 east; thence south 87° 00' 07.5" east with Swafford's line 703' to an iron stake as a corner, in said line; thence north 28° 04' west 864' to an iron stake corner; thence west 500' to Brush Creek, it being the Dock Prater line; thence down the center of Brush Creek as it meanders to the place of BEGINNING, containing 18 acres, more or less, being the same tract of land conveyed from Russell T. Swafford et ux to Larry R. Whittington et ux in a deed recorded in Deed Book 66, page 140, in the Register's Office, Bledsoe County, State of Tennessee.

#### Tract II:

BEGINNING at an iron stake and pointers, a common corner with Parker Hitchcox and J. M. Huber Corporation and having coordinates of 427,484.66 north and 2,172,850.75 east; thence N 69° 30' west crossing a road at 145', the line in all 525' to a stone at a small branch with four maple pointers, a common corner with

Parker Hitchcox having coordinates of 427,668.52 north and 2,172,359.00 east; thence with the meanders of said branch, when reduced to a straight line, north 47° 50' west 901' to the mouth of said branch, a common corner with Parker Hitchcox having coordinates of 428,273.35 north and 2,171,691.18 east; thence with another branch, when reduced to a straight line south 51° 28' west 275' to a maple on the east side of Brush Creek, a common corner of Parker Hitchcox and in the east line of Dock Prater having coordinates of 428,102.03 north and 2,171,476.06 east; thence down brush Creek with its meanders, when reduced to a straight line south 35° west 363' to a point in Brush Creek which is also the northwest corner of Tract One herein described above; thence with the Swafford line east 500' to a stone at a field, the northeast corner of Tract One herein described above; thence south 28° east 759' to a stake in a fence; thence with another line of Swafford east 585.8' to an iron stake, a common corner with Russell T. Swafford et al having coordinates of 426,937.78 north and 2,172,786.16 east; thence north 06° 44' 10" east 550.68' to the place of BEGINNING, containing 18.5 acres, more or less, this being the same tract of land conveyed by Alton Anderson et ux to Larry R. Whittington et ux in a deed recorded in Deed Book 66, page 137, in the Register's Office, Bledsoe County, State of Tennessee.

The total acreage of the two tracts described above combined is 37.08 acres, more or less.

Being the same property described in that certain Warranty Deed at Book 77, Page 420, in the Register's Office of Bledsoe County.

#### PROPERTY IV

The following tract of land located in the Bledsoe and Sequatchie County, Tennessee, described as follows:

BEGINNING on a stone with Cherry pointers near Brush Creek; thence N. 62 deg. W. 128 poles to a double white oak stump; thence S. 29 deg. 45' W. 66 poles to a stone near a saw mill set; thence S. 62 deg. E. 128 poles to a stone in the old Johnson line; thence S. 42 deg. W. 16 poles to a maple stump on the East side of Brush Creek; thence S. 58 deg. E. 37 poles to a stone with pointers; thence S. 7 deg. E. and passing the Johnson corner at 104 poles in all 129 poles to a Gum with pointers; thence S. 22 deg. W. 144 poles to a Gum; thence S. 39-1/2 deg. E. 143 poles to a stone with Gum pointers; thence S. 63 deg. E. 82 poles to a stone with pointers; thence N. 52 deg. E. 138 poles to a stone with large white oak pointers on top of a bluff; thence N. 6 deg. E. 20 poles to Brush Creek; thence down said Creek with its meanders, but being drawn to a straight line 265 poles, to the forks of the Creek; thence N. 71 deg. E. 139 poles to a stone, Wyatt's corner; thence N. 40 deg. W. 136 poles to a stone on top of a ridge; thence N. 45 deg. E. 99 poles to a stone on side of an old road; thence N. 45 deg. W. 28 poles to Blair Creek; thence N. 45 deg. E. 229 poles to a stone in an old field; thence N. 3 poles to a stone; thence S. 85 deg. W. 178 poles to a stone; thence N. 150 poles to a stone, a corner of the Cagle tract; thence N. 25 deg. W. 123 poles to a stone,

Sherrell and Wyatt corner; thence S 55 deg. W. 27-1/2 poles to the old Madison Road; thence N. 70 deg. W. 132 poles to a stone, Hitchcox's corner; thence N. 87 deg. W. 60 poles to a stone, another of Hitchcox's corners; thence S. 31 deg. W. 193 poles to a stone, Hitchcox's and Robinson's corner; thence S. 14 deg. E. 65 poles to a stone, D. Hitchcox's corner; thence N. 87 deg. W. 107 poles to a stone; thence N. 62 poles to a stone, Hitchcox's and Robinson's corner; thence N. 73 deg. W. 58 poles to a stone near Brush Creek; thence S. 86 deg. W. 20 poles to the BEGINNING, containing 1892 acres. The portion of the land lying West and South of Brush Creek being in Sequatchie County, Tennessee.

EXCEPT: Acreage conveyed to George S. Johnston, Jr., Deed Book 67, page 119.

BEGINNING on a stone, the Southeast corner of the Dow Hitchcox tract of land; proceeded thence S. 87 deg. E. crossing a road at 600 ft. on crossing another road at 1,033 ft. on crossed a pond at 2,400 ft., another pond 2,900 ft., on in all 6,257 ft. to an iron stake and hickory pointer in Wyatt's line; thence N. 1,427 ft. to a stone and pointers; thence N. 25 deg. W. 2,029.5 ft. to a stone; thence S. 55 deg. W. 453 ft. to a stake in the old Madison Road; thence N. 70 deg. W. and with the old road, 2,350 ft. to a stone on the N. edge of said old road, E. of a drain; thence N. 87 deg. W. 1,002 ft. to a stone; thence S. 31 deg. W. 3,185 ft. to a stone in a drain; thence S. 1 deg. E. 1,072.5 ft. to the BEGINNING, containing 442.77 acres, more or less.

TOGETHER with all rights and royalty interests which may be held by Grantor, if any, as described in that certain Warranty Deed at Book 87, Page 58, which may have been conveyed to Grantor by and through Instrument No. 04086486 in the Register's Office of Bledsoe County, Tennessee. Being the same property described in that certain Warranty Deed at Book 87, Page 58, in the Register's Office of Bledsoe County.

**All parcels being the same properties conveyed to Grantor by that certain Special Warranty Deed of record at Instrument No. 04086486 in the Register's Office of Bledsoe County, Tennessee. It is the intent of Grantor to convey to Grantee all right, title and interest to all properties and all other rights, if any, that Grantor received per that certain Special Warranty Deed at Instrument No. 04086486 in the aforesaid Register's Office.**

Grantor makes no representations or warranties, of any kind whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title as to any of the aforesaid properties. Grantee takes title subject to any all encumbrances, easements, liens, restrictions, reservations, right-of-ways, conditions and exceptions which may be filed in the Register's Offices of Bledsoe and/or Sequatchie County, Tennessee and subject to the rights of


any parties in possession under unrecorded leases or for other reason. Grantee takes title subject to the deed restrictions stated in that certain Special Corporate Warranty Deed recorded at Instrument No. 04086484 in the Register's Office of Bledsoe County, Tennessee, and the liens of any and all property taxes upon any property conveyed hereby. This deed was prepared without the benefit of a title search and a survey and without any opinion as to what a true and accurate title search and an accurate survey of the properties may have reflected.

IN TESTIMONY WHEREOF, this instrument has been executed as of the date stated hereafter.

LCC Tennessee, LLC,  
a Delaware limited liability company

By: Lexington Coal Company, LLC  
*its sole member*

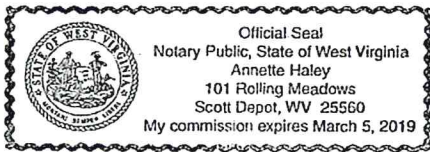
By: Lexington Coal Holdings, Inc.  
*its sole member*

By:   
Patricia A. Hoops, President

STATE OF WEST VIRGINIA       )  
COUNTY OF CABELL            )

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Patricia A. Hoops with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the President of Lexington Coal Holdings, Inc. (the "Corporation") and who further acknowledged that the Corporation is the sole member and manager of Lexington Coal Company, LLC who further acknowledged that the Corporation has the authority to execute this instrument for and on behalf Lexington Coal Company, LLC and that Lexington Coal Company, LLC is the sole member of LCC Tennessee, LLC, the within named bargainor, and that Lexington Coal Company, LLC, acting by and through the Corporation has the authority to execute this instrument for and on behalf of LCC Tennessee, LLC, and that she as such President of the managing entity of the sole member of LCC Tennessee, LLC, being authorized to do so, executed the foregoing instrument as a free act and deed for the purposes therein contained by affixing her name.

WITNESS my hand and seal this 22 day of October, 2013.



*Annette Haley*  
NOTARY PUBLIC

My Commission expires: March 5, 2019

\*\*\*\*\*

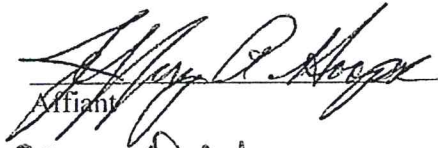
Property Owner: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Property known as: 0 Hitchcock Cemetery Rd; 0 Brock Road

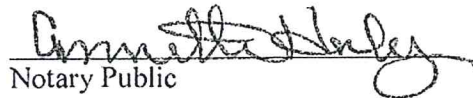
Mail Tax Bill to: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Tax Parcel Ids: 077 016.00  
077 016.01  
077 019.00  
077 019.01  
085 002.00  
085 002.01

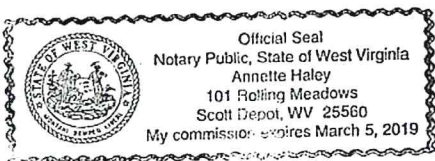
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is \$0.00.

  
Affiant

Subscribed and sworn to before me this the 22 day of October, 2013.

  
Notary Public

My Commission Exp: March 5, 2019



BK/PG: RB281/749-756	
13108144	
8 PGS : AL - QUITCLAIM DEED	
ESB BATCH: 23942	11/01/2013 - 08:00 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	40.00
RECORDING FEE	0.00
ARCHIVE FEE	2.00
DP FEE	0.00
REGISTER'S FEE	42.00
TOTAL AMOUNT	
STATE OF TENNESSEE, BLEDSOE COUNTY	
EMMA S. BOYNTON	
REGISTER OF DEEDS	

**EXHIBIT A-2**

Quit Claim Deed and Assignment of Easements  
(Sequatchie County and Van Buren County)

EXHIBIT A-2

This instrument prepared by (without examination of title):  
Brett A. Schubert  
Martin, Tate, Morrow & Marston, PC  
6410 Poplar Avenue, #1000  
Memphis, TN 38119  
(901) 522-9000

RETURN TO:  
M. Edward Cunningham, II  
Huddleston Bolen, LLP  
611 Third Ave  
P.O. Box 2185  
Huntington, WV 25722-2185  
(304) 691-8410

**QUIT CLAIM DEED AND ASSIGNMENT OF EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that LCC Tennessee, LLC, a Delaware limited liability company ("Grantor") for good and valuable consideration hereby acknowledged by the parties, does hereby bargain, sell, remise, quit claim and convey any and all right, title, and interest, if any, it has in the following described real estate located in Sequatchie County, Tennessee, and in part in Van Buren County, Tennessee, and further bargains, conveys, quit claims and assigns all right, title, and interest it has, if any, in the following described easements located in Sequatchie County, Tennessee, as may be located in part in Van Buren County, Tennessee, unto **Triple H Real Estate, LLC**, a West Virginia limited liability company, its successors and assigns ("Grantee"), forever in fee simple to wit:

**PROPERTY I**

Tract 4, Unit "C", according to a plat recorded in Plat Book 1, page 32 of the public records of Sequatchie County, Tennessee.

Being the same property described in Book 38, Page 38 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY II**

BEGINNING at an iron stake located at the Southwest corner of Lot 14 of Unit "A", Plat Book 1, page 30 in the Register's Office of Sequatchie County, Tennessee; thence N. 48° E. 1140 ft. to a stake at the Northwest corner of Tract #15 of Unit "A"; thence N. 42° 30' W., 50 ft.; thence N. 87° 30' W., 1660 ft. to a stake in the West line of the original tract; thence S. 5° 10' W., 800 ft. to a stone; thence S. 84° 45' E., 820 ft. to the place of BEGINNING. Containing 23.5 acres, more or less.

Being the same property described in Book 38, Page 60 and in Book 39, Page 369 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY III

Tract I:

Tract 7, Unit "C", according to a plat recorded in Plat Book 1, page 32 of the public records of Sequatchie County, Tennessee.

Tract II:

BEGINNING at a stake located on the E. side of an existing County road and the N.W. corner of Tract #7; thence with said road, N. 4° E. 135 ft., N. 30° E. 225 ft. to a stake; thence N. 84° E. 890 ft. to a stake; thence S. 25° W. 558 ft. to a stake, corner of Tract #7; thence N. 85° W. 750 ft. to the place of BEGINNING.

Both tracts containing a total of 13 acres, more or less.

Being the same property described in Book 38, Page 40 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY IV

BEGINNING at a stake on the west side of the road; thence north 4 degrees east 210 feet to a stake; thence south 86 degrees east 210 feet to a stake; thence south 4 degrees west 210 feet to a stake in the south line of the Ledford tract; thence north 86 degrees west 210 feet to the place of BEGINNING and being a part of the Ledford 100 acre tract, containing one (1) acre, more or less.

Being the same property described in Book 36, Page 472 and in Book 39, Page 292 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY V

Tracts #8 and 9 of Unit C, according to plat of record in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee.

The oil and gas rights have previously been reserved by that certain deed of record at Book 29, Page 11 in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 37, Page 215 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY VI

Tract #6 of Unit C, according to plat of record in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee.

BUT THERE IS EXCEPTED from this tract the following described tract or parcel of real estate heretofore conveyed to George A. Downing, et ux:

BEGINNING at a stake located in the East side of an existing County road on the Northwest corner of Tract #7; thence with said road, N. 4 E. 135 ft.; N. 30 E. 225 ft. to a stake; thence N. 84 E. 890 ft. to a stake; thence S. 25 W. 558 ft. to a stake, corner of Tract #7; thence N. 85° W. 750 ft. to the place of BEGINNING, containing 7.8 acres, more or less.

The oil and gas rights of this property have previously been reserved by that certain deed of record at Book 29, Page 11, in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 37, Page 217 in the Register's Office of Sequatchie County, Tennessee.

#### **PROPERTY VII**

Tract No. 1 of Unit C, according to plat of record in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee.

The oil and gas rights of this property have previously been reserved by that certain deed of record at Book 29, Page 11, in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 38, Page 45 and Book 39, Page 371 in the Register's Office of Sequatchie County, Tennessee.

#### **PROPERTY VIII**

Tract No. 3 of Unit C, according to plat of record in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee.

The oil and gas rights of this property have previously been reserved by that certain deed of record at Book 29, Page 11, in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 38, Page 55 and Book 39, Page 365 in the Register's Office of Sequatchie County, Tennessee.

#### **PROPERTY IX**

Tract No. 2 of Unit C, according to plat of record in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee.

The oil and gas rights of this property have previously been reserved by that certain deed of record at Book 29, Page 11, in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 38, Page 50 and Book 39, Page 367 in the Register's Office of Sequatchie County, Tennessee.

## PROPERTY X

A tract of land lying in Sequatchie and Van Buren Counties where those counties meet Bledsoe County, all in the State of Tennessee. This tract was formerly described as the West portion of what is known as the R. V. Clendenen land, lying on the West of Brush Creek, bounded on the north by Rocky River Coal Company, on the west by the Rocky River Coal Company, on the east by R. V. Clendenen and on the south by the Rocky River Coal Company; being now by survey more specifically and particularly described as follows:

BEGINNING on a stone at Brush Creek (the county line between Sequatchie and Bledsoe Counties), a common corner with Larry Whittington and J. M. Huber Corporation and having coordinates of 426,946.89 north and 2,170,840.27 east thence north  $80^{\circ} 32' 32.3''$  west 203' to a stone, a common corner with J. M. Huber Corporation having coordinates of 426,980.25 north and 2,170,640.03 east, thence north  $19^{\circ} 20' 00''$  west 1,162.01' to an iron pin, a common corner with J. M. Huber Corporation, having coordinates of 428,076.72 north and 2,170,255.33 east thence north  $64^{\circ} 54' 12''$  east 800.76' to an iron pin at a road, a common corner with J. M. Huber Corporation, having coordinates of 428,416.36 north and 2,170,980.49 east; thence eastwardly with the road's centerline but if drawn in a straight line south  $84^{\circ} 11' 50.3''$  east 467' to a point where the centerlines of the road and Brush Creek meet, a common corner with J. M. Huber Corporation and Parker Hitchcox, having coordinates of 428,369.15 north and 2,171,445.10 east; thence southwardly with the meanderings of the centerline of Brush Creek but if drawn in a straight line south  $06^{\circ} 36' 40''$  east 268.91' to a point in Brush Creek, a common corner with Parker Hitchcox and Larry Whittington, having coordinates 428,102.03 north and 2,171,476.06 east; thence continuing southwardly with the centerline of Brush Creek, but if drawn in a straight line south  $28^{\circ} 49' 42.3''$  west 1,318.55 to the BEGINNING, containing in all 24.3 acres, more or less.

Subject to those certain deed restrictions and reservations stated in Book 41, Page 440 in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 41, Page 440 in the Register's Office of Sequatchie County, Tennessee and Book 27-Z, Page 115 in the Register's Office of Van Buren County, Tennessee.

## PROPERTY XI

### Tract I:

BEGINNING at a point in the East margin of the Dunlap to Spencer Highway and being North 3 degrees East two hundred ten (210.0) feet along the East margin of said Dunlap to Spencer Highway from the original South West corner of the tract of land conveyed by George C. Green et ux to Edith Corine Stockwell (Deed recorded in Deed Book 16, Page 100 in the Register's Office of Sequatchie County, Tennessee) and being the Northwest corner of a tract of land now owned by David Stockwell et ux; thence with the North property line of the above mentioned David Stockwell tract; South 87 degrees East sixty four (64) poles; thence with Company Property, North 3 degrees East two hundred six and three tenths (206.3) feet; thence

North 87 degrees West sixty four (64) poles to the East margin of the Dunlap to Spencer Highway; thence with Dunlap to Spencer Highway South 3 degrees West two hundred six and three tenths (206.3) feet to the point of BEGINNING. This description is subject to the existing easements.

There is EXCEPTED that part deeded to the State of Tennessee in Deed Book 32, Page 459, Register's Office of Sequatchie County, Tennessee, described as follows:

BEGINNING at a point in the southwest corner of Dunham eighty-two (82) feet ± right of centerline station 664 + 06 of Highway Project No. APD-067-1-(9); thence northeastwardly two hundred ten (210) feet ± along the east existing right-of-way line of State Route 8 to a point in the northwest corner of Dunham eighty-two (82) feet ± right of Centerline Station 666 + 12 of highway project.

Tract II:

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap Road near the Jakes Mountain Road; thence running South 87° East 64 poles to a stone and pointers; thence running North 3° East 210 feet to a stone and pointers; thence running North 87° West and parallel with the first mentioned line 64 poles to a stone and steel pin at the east side of the Spencer and Dunlap Road; thence running with said road South 3° West 210 feet to the point of BEGINNING, containing 5.25 acres, more or less.

The surface rights only are hereby conveyed, the mineral rights have been excepted out by Valentine E. Macy, Jr., and James C. Colgate in a deed dated 11/22/41, and recorded in Deed Book 2, page 104, in the Register's Office of Sequatchie County, Tennessee, to which reference is hereby made.

Tract III:

Located in the 2<sup>nd</sup> Civil District of Sequatchie County, Tennessee described to-wit:

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap road near the Jake's Mountain Road; thence south 87 deg. 64 poles to a stone and pointers; thence north 3 deg. east 63 poles to a stone and pointers; thence north 87 deg. west 64 poles to a stone at the Spencer and Dunlap Road; thence with the said road south 3 deg. west 63 poles to the BEGINNING and containing 25 acres, more or less.

There is EXCEPTED from the above-described tract the following:

EXCEPTION ONE:

BEGINNING at a point in the East margin of the Dunlap to Spencer Highway and being North 3 degrees East two hundred ten (210.0) feet along the East margin of said Dunlap to Spencer Highway from the original South West corner of the tract of land conveyed by George C. Green et ux to Edith Corine Stockwell (Deed recorded in Dook [sic] Book 16, page 100 in the Register's Office of Sequatchie County, Tennessee) and being the Northwest corner of a tract of land now owned by David Stockwell et ux; thence with the North property line of the above mentioned David

Stockwell tract; South 87 degrees East sixty-four (64) poles; thence with Company Property, North 3 degrees East two hundred six and three tenths (206.3) feet; thence North 87 degrees West sixty-four (64) poles to the East margin of the Dunlap to Spencer Highway; thence with Dunlap to Spencer Highway South 3 degrees West two hundred six and three tenths (206.3) feet to the point of BEGINNING. This description is subject to the existing easements.

EXCEPTION TWO

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap Road near the Jake's Mountain Road; thence running South 87 deg. East 64 poles to a stone and pointers; thence running North 3 deg. East 210 feet to a stone and pointers; thence running North 87 deg. West and parallel with the first mentioned line 64 poles to a stone and steel pin at the east side of the Spencer and Dunlap Road; thence running with said road South 3 deg. West 210 feet to the point of BEGINNING, containing 5.25 acres, more or less.

EXCEPTION THREE:

All rights of ingress or egress from and across the existing right-of-way of Highway Project No. APD-067-1-(9), to and from abutting lands of the grantor adjacent to existing right-of-way of said highway project begin controlled access and fence at a point in the southwest corner of Edith Stockwell eighty-two (82) feet ± right of Centerline Station 666 + 12 of highway project; thence northeastwardly six hundred fifty (650) feet ± along the east present right-of-way line of State Route No. 8 to a point in the northwest corner of Stockwell; thence South 84 degrees 45 minutes east twenty-two (22) feet ± along the north property line of Stockwell to a point one hundred three (103) feet right of Centerline Station 672 + 51 of highway project.

Tracts I, II, and III, being the same properties described in Book 84, Page 221 in the Register's Office of Sequatchie County, Tennessee

PROPERTY XII

Two tracts of land lying and being in the Fourth (4th) and Sixth (6<sup>th</sup>) Civil Districts of Sequatchie County, Tennessee, and more fully bounded and described as follows:

Tract I:

BEGINNING at a point located in the East margin of West Valley Road, said point being located a distance of 4030 feet from the intersection of the East margin of West Valley Road with the center line of Woodcock Creek as measured along said East margin of West Valley Road, running thence North 26 degrees 45 minutes East along and with the East margin of West Valley Road 403.0 feet to a point, thence South 50 degrees 08 minutes East 395.86 feet along and with the property of Powermaker to a point thence North 36 degrees 30 minutes East 356.4 feet along and with the property of Powermaker to a point; thence South 57 degree East 1495 feet along and with the property of John and Johnny Burch to a point; thence North 27 degrees 30 minutes West 190.0 feet along and with the property of John and Johnny Burch to a point; thence South 43 degrees 35 minutes East 635 feet along

and with the properties of John and Johnny Burch and the Joe F. Deakins tract to a point located in the West margin of L&N Railroad 100 foot right-of-way; thence South 32 degrees 30 minutes West 810.0 feet along said R.R. right-of-way to a point; thence North 57 degrees 04 minutes West 2475 feet along and with the property of the G. S. Johnson Heirs to the point of BEGINNING. Said tract contains 45 acres, more or less.

Tract II:

BEGINNING in the West right-of way line of the L&N Railroad property at a point where the North line of the G. S. Johnson Heirs property strikes the same; thence South 32 degrees 30 minutes West along and with the West right-of-way line of the L&N Railroad property 646 feet to a point in the West right-of-way line of the said L&N Railroad property; thence North 56 degrees 55 minutes West 22.57 feet to a point; thence North 25 degrees 01 minutes East 345.51 feet to a point; thence North 17 degrees 14 minutes West 479 feet to a point in the North lien of the G. S. Johnson Heirs property, the same being the South line of the Powermaker, Inc., property (now American United Leasing Corporation); thence South 57 degrees 4 minutes East with the North line of the G. S. Johnson Heirs property 433 feet to the point of BEGINNING, containing 1.95 acres, more or less.

SUBJECT to water line easement and water rights as set out in Book 6, Page 448 in the Register's Office of Sequatchie County, Tennessee.

Tracts I and II being the same properties described in Book 78, Page 92 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY XIII**

BEGINNING at a stone, the Southwest corner of the 100 acre Ledford Tract; thence with the West line of said tract North 4° East 2095' to a stone; thence South 86° East 700' to a stake; thence South 4° West 2095' to a stake, thence North 86° West 700' to the place of BEGINNING, containing 33.7 acres, more or less.

Being the same property described in Book 36, Page 468 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY XIV**

BEGINNING at a stake in the South line of the Ledford 100 acre tract, also the S.E. corner of Tract #1 (Meadowlark designation); thence N. 4 deg. E. 1,000 ft. to a stake; thence S. 86 deg. E. 829 ft. to a stake; thence S. 4 deg. W. 1,000 ft. to a stake in the South line of the Ledford tract; thence N. 86 deg. W. 829 ft. to the place of BEGINNING, containing 19 acres, more or less.

Being the same property described in Book 36, Page 466 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY XV**

BEGINNING at a stake in the North line of the Ledford 100 acre tract and the Northeast corner of Tract #1 (Meadowlark designation); thence S. 86 E. 829 ft. to a stake; thence S. 4 W. 1,095 ft. to a stake; thence N. 86 W. 829 ft. to a stake; thence N. 4 E. 1,095 ft. to the place of BEGINNING, containing 20.8 acres, more or less.

Being the same property described in Book 36, Page 470 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY XVI**

BEGINNING at a stone, the Southeast corner of the Ledford 100 acre tract; thence North 4° East 2095' to a stone; thence North 86° West 550' to a stake, being the Northeast corner of Tract #3; thence South 4° West 2095' to a stake in the South line of the Ledford tract; thence South 86° East 550' to the place of BEGINNING, containing 27 acres, more or less. There is EXCEPTED out of the above, Tract #5, described as follows: BEGINNING at a stake on the West side of the road; thence North 4° East 210' to a stake; thence South 86° East 210' to a stake; thence South 4° West 210' to a stake in the South line of the Ledford tract; thence North 86° West 210' to the place of BEGINNING, and being a part of the Ledford 100 acre tract, and containing 1 acre, more or less. Containing after said exception, 26 acres, more or less.

Being the same property described in Book 36, Page 464 in the Register's Office of Sequatchie County, Tennessee.

**PROPERTY XVII**

BEGINNING at a point in the East margin of the Dunlap to Spencer Highway and being North 3 degrees East two hundred ten (210.0) feet along the East margin of said Dunlap to Spencer Highway from the original South West corner of the tract of land conveyed by George C. Green et ux to Edith Corine Stockwell (Deed recorded in Deed Book 16, Page 100 in the Register's Office of Sequatchie County, Tennessee) and being the Northwest corner of a tract of land now owned by David Stockwell et ux; thence with the North property line of the above mentioned David Stockwell tract; South 87 degrees East sixty four (64) poles; thence with Company Property, North 3 degrees East two hundred six and three tenths (206.3) feet; thence North 87 degrees West sixty four (64) poles to the East margin of the Dunlap to Spencer Highway; thence with Dunlap to Spencer Highway South 3 degrees West two hundred six and three tenths (206.3) feet to the point of BEGINNING. This description is subject to the existing easements.

There is EXCEPTED that part deeded to the State of Tennessee in Deed Book 32, Page 459, Register's Office of Sequatchie County, Tennessee, described as follows:

BEGINNING at a point in the southwest corner of Dunham eighty-two (82) feet ± right of centerline station 664 + 06 of Highway Project No. APD-067-1-(9); thence northeastwardly two hundred ten (210) feet ± along the east existing right-of-way

line of State Route 8 to a point in the northwest corner of Dunham eighty-two (82) feet ± right of Centerline Station 666 + 12 of highway project.

Being the same property described in Book 81, Page 230 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY XVIII

Located in the 2nd Civil District of Sequatchie County, Tennessee described to-wit:

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap road near the Jake's Mountain Road; thence south 87 deg. 64 poles to a stone and pointers; thence north 3 deg. east 63 poles to a stone and pointers; thence north 87 deg. west 64 poles to a stone at the Spencer and Dunlap Road; thence with the said road south 3 deg. west 63 poles to the BEGINNING and containing 25 acres, more or less.

There is EXCEPTED from the above-described tract the following:

#### EXCEPTION ONE:

BEGINNING at a point in the East margin of the Dunlap to Spencer Highway and being North 3 degrees East two hundred ten (210.0) feet along the East margin of said Dunlap to Spencer Highway from the original South West corner of the tract of land conveyed by George C. Green et ux to Edith Corine Stockwell (Deed recorded in Dook [sic] Book 16, page 100 in the Register's Office, Sequatchie County, Tennessee) and being the Northwest corner of a tract of land now owned by David Stockwell et ux; thence with the North property line of the above mentioned David Stockwell tract; South 87 degrees East sixty-four (64) poles; thence with Company Property, North 3 degrees East two hundred six and three tenths (206.3) feet; thence North 87 degrees West sixty-four (64) poles to the East margin of the Dunlap to Spencer Highway; thence with Dunlap to Spencer Highway South 3 degrees West two hundred six and three tenths (206.3) feet to the point of BEGINNING. This description is subject to the existing easements.

#### EXCEPTION TWO:

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap Road near the Jake's Mountain Road; thence running South 87 deg. East 64 poles to a stone and pointers; thence running North 3 deg. East 210 feet to a stone and pointers; thence running North 87 deg. West and parallel with the first mentioned line 64 poles to a stone and steel pin at the east side of the Spencer and Dunlap Road; thence running with said road South 3 deg. West 210 feet to the point of BEGINNING, containing 5.25 acres, more or less.

#### EXCEPTION THREE:

All rights of ingress or egress from and across the existing right-of-way of Highway Project No. APD-067-1-(9), to and from abutting lands of the grantor adjacent to existing right-of-way of said highway project begin controlled access and

fence at a point in the southwest corner of Edith Stockwell eighty-two (82) feet ± of Centerline Station 666 + 12 of highway project; thence northeastwardly six hundred fifty (650) feet ± along the east present right-of-way line of State Route No. 8 to a point in the northwest corner of Stockwell; thence South 84 degrees 45 minutes east twenty-two (22) feet ± along the north property line of Stockwell to a point one hundred three (103) feet right of Centerline Station 672 + 51 of highway project.

Being the same property described in Book 80, Page 264 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY XIX

BEGINNING on a stone and pointers on the east side of the Spencer and Dunlap Road near the Jakes Mountain Road; thence running South 87° East 64 poles to a stone and pointers; thence running North 3° East 210 feet to a stone and pointers; thence running North 87° West and parallel with the first mentioned line 64 poles to a stone and steel pin at the east side of the Spencer and Dunlap Road; thence running with said road South 3° West 210 feet to the point of BEGINNING, containing 5.25 acres, more or less.

The surface rights only are hereby conveyed. The mineral rights have been excepted out by a deed recorded at Book 2, Page 104 in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 82, Page 121 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY XX

Tract No. 5, Unit C, according to plat recorded in Plat Book 1, page 32, of the public records of Sequatchie County, Tennessee, containing 93 acres, more or less.

Being the same property described in Book 37, Page 56 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY XXI

Being all that portion of said Pope Grant that lies East of the W.E. Stantonberg 2500 acre tract, S. of the Ed S. Owens' 400 acre tract and N. of the Jacob Degarmo 400 acre tract and described as follows:

BEGINNING at a stone marked JEH situated in the E. boundary line of said Henderson Pope Grant #3375 at a point N. 2 deg. 45' E. 228 poles from a large stone, with five white oaks, two hickories and one maple pointer, the S.E. corner of said Pope Grant; thence running with the E. boundary line of said Grant, N. 2 deg. 45' E. 483 poles to the point where the East boundary line of said Pope Grant inter-

sects the S.W. boundary line of the Ed S. Owens' 800 acre Grant #11229 based on Bledsoe County Entry #1735; thence with the S.W. boundary line of said Owens' Grant, N. 46 deg. 50' W. 72 poles to a dead white oak standing on the W. side of Big Brush Creek, with a stone standing at the root of same, a corner of said Ed S. Owens' [sic] Grant; thence N. 86 deg. 30' W. 175 poles to a stake in the E. boundary line of said W.E. Stantonberg 2500 acre subdivision of said Pope Grant; thence with the E. line of said Stantonberg 2500 acre tract S. 2 deg. 45' W. 522 poles to a stake and pointers in the N. boundary line of said Jacob Degarmo 400 acre tract; thence with the N. boundary line of said Degarmo 400 acre tract, S. 85 deg. 41'E. 230 poles to the BEGINNING, containing 770 acres.

The gas and oil rights have been heretofore reserved and are not conveyed in this deed.

There has also been heretofore excluded from the above boundary a lap of about thirty-four (34) acres, claimed by John B. Cowden, and described as follows:

BEGINNING at a point in the E. boundary line of Grant #3375, 280 poles N. of the S.E. corner of the above described tract, running thence N. 46 deg. W. 67 poles; thence N. 22 deg. E. 148 poles to the N.E. corner of this tract; thence S. with the E. boundary line of said Pope Grant to the BEGINNING, containing thirty-four (34) acres, more or less.

The following tracts are also reserved and are not herein conveyed:

That tract designated Unit C as recorded in Plat Book 1, page 32, Register's Office, Sequatchie County, Tennessee, to which reference is made for a full and accurate description.

That property designated as Unit A as recorded in Plat Book 1, page 30, Register's Office, Sequatchie County, Tennessee, to which plat reference is hereby made for a full and accurate description.

The following described property has been heretofore conveyed to Stephen K. Chapman and wife, Barbara L. Chapman by Contract to Purchase which is unrecorded and is not herein conveyed.

BEGINNING at an iron stake located at the S.W. corner of Lot 14 of Unit A, Plat Book 1, page 30, Register's Office, Sequatchie County, Tennessee; thence N. 48 deg. E. 1140 ft. to a stake at the N.W. corner of Tract No. 15 of Unit A; thence N. 42 deg. 30' W., 50 ft.; thence N. 87 def. 30' W., 1660 ft. to a stake in the W. line of the original tract; thence S. 5 deg. 10' W., 800 ft. to a stone; thence S. 84 deg. 45' E., 820 ft. to the place of BEGINNING, containing 23.5 acres, more or less.

Being the same property described in Book 37, Page 60 in the Register's Office of Sequatchie County, Tennessee.

## PROPERTY XXII

### Tract I - Pond #7:

**BEGINNING** at a steel pin set by the edge of the road, near the pond identified as Pond #7;

Thence N 07 deg. E 130 feet to a steel pin above the North side of the pond on a reclaimed area;

Thence S 84 deg. E 1047 feet to a steel pin above the North side of the pond on a reclaimed area;

Thence S 03 deg. E 130 feet to a steel pin set in the edge of a road near the pond;

Thence S 82 deg. W 632 feet to a steel pin set in the edge of a road near the pond, and near a 6" pine marked with three yellow hack marks;

Thence N 66 deg. W 480 feet to the **BEGINNING**.

Containing 5.00 Acres more or less.

### Tract II - Pond #9:

**BEGINNING** at a steel pin set 6" from a girdled 18" poplar tree marked with three yellow hack marks, at the northern end of the access road to the pond identified as Pond #9.

Thence N 67 deg. W 193 feet to a steel pin set 6" from a 4" loblolly pine tree marked with three yellow hack marks in the reclaimed area above the pond;

Thence S 28 deg. W 1031 feet to a steel pin set 6" from a 4" loblolly pine tree marked with three yellow hack marks, above pond in the reclaimed area;

Thence S 47 deg. E 154 feet to a steel pin set 2" from a 4" maple tree marked with three yellow hack marks, near the upper end of the pond and below the edge of the access road;

Thence N 42 deg. E 573 feet to a steel pin set 6" from an 18" maple tree marked with three yellow hack marks near the edge of a stream;

Thence N 18 deg. E 540 feet to the **BEGINNING**.

Containing 5.62 Acres more or less.

### Tract III - Pond #10:

**BEGINNING** at a steel pin set near a 12" pine tree marked with three yellow hack marks by the edge of a road, the pond identified as Pond #10;

Thence N 22 deg. W 287 feet to a steel pin set in a drain near the edge of the pond;

Thence S 75 deg. W 442 feet to a steel pin set near a ditch line;

Thence S 16 deg. W 393 feet to a steel pin;

Thence S 44 deg. E 204 feet to a steel pin set on the North side of a road near the pond;

Thence N 53 deg. E 624 feet to the **BEGINNING**.

Containing 5.39 Acres more or less.

Tracts I, II, and III being the same property described in Book 241, Page 190 in the Register's Office of Sequatchie County, Tennessee.

### PROPERTY XXIII

#### Tract I - Pond #8

BEGINNING at a steel pin set 6" from a 10" post oak tree marked with three yellow hack marks, at the access road to the pond identified as Pond #8;

Thence N 24 deg. E 410 feet to a steel pin set 12" from a 6" pine tree marked with three yellow hack marks near the toe of the embankment and the spillway;

Thence N 70 deg. W 333 feet to a steel pin above pond in the reclaimed area;

Thence S 81 deg. W 432 feet to a steel pin set near the upper end of the pond in the reclaimed area;

Thence S 07 deg. E 220 feet to a steel pin set 12" from a double 12" white oak tree marked with three yellow hack marks 6" near the upper end of the pond;

Thence S 69 deg. E 583 feet to the BEGINNING.

Containing 5.39 acres more or less.

Subject to the Permitted Exceptions listed in Book 241, Page 185 in the Register's Office of Sequatchie County, Tennessee.

Being the same property described in Book 241, Page 185 in the Register's Office of Sequatchie County, Tennessee.

## PROPERTY XXIV

The following described tracts in the Second Civil District of Sequatchie County, Tennessee and in the Fourth Civil District of Van Buren County, Tennessee:

### Tract I:

Beginning on a set iron pin, and property corner of a new tract of property, and being a portion of property owned by the Southeastern Timberland Group, LLC, said property corner having a Tennessee State Plane coordinate of (N: 436,571.66- E:2,130,657.24) NAD-83, and is located South 44 degrees 59 minutes 59 seconds West, 1,2071.33 feet from an existing stone monument, having a Tennessee State Plane coordinate of (N: 445,107.40- E2,139,192.94), said stone being an original property corner of the 14000 acre tract, of which this is a part, thence with the new Tract #1 property line, South 02 degrees 13 minutes 26 seconds West, a distance of 499.10 feet; to a set iron rod; thence North 85 degrees 22 minutes 20 seconds West, a distance of 1167.84 feet; to a set iron rod; thence North 45 degrees 54 minutes 47 seconds East, a distance of 799.41 feet; to a set iron rod; thence North 90 degrees 00 minutes 00 seconds East, a distance of 326.89 feet; to a set iron rod; thence South 61 degrees 44 minutes 58 seconds East, a distance of 320.49 feet; to point of beginning, containing 12.1 acres more or less.

### Tract II:

Beginning on a set iron pin, and property corner of a new tract of property, and being a portion of property owned by the Southeastern Timberland Group, LLC, said property corner having a Tennessee State Plane coordinate of (N: 445,189.57-E:2,138,403.52) NAD-83, and is located North 84 degrees 03 minutes 27 seconds West, 793.68 feet from an existing stone monument, having a Tennessee State Plane coordinate of (N: 445,107.40- E2,139,192.94), said stone being an original property corner of the 14000 tract, of which this is a part, thence with the new Tract #2 property line, North 84 degrees 03 minutes 27 seconds West, a distance of 196.32 feet; to a set iron rod; thence South 04 degrees 13 minutes 19 seconds West, a distance of 63.82 feet; to a set iron rod; thence North 84 degrees 03 minutes 27 seconds West, a distance of 486.82 feet; to a set iron rod; thence North 04 degrees 13 minutes 19 seconds East, a distance of 494.66 feet; to a set iron rod; thence South 84 degrees 03 minutes 27 seconds East, a distance of 494.66 feet; to a set iron rod; thence South 84 degrees 03 minutes 27 seconds East, a distance of 683.14 feet; to a set iron rod; thence South 04 degrees 13 minutes 19 seconds West, a distance of 430.84 feet; to place of beginning, containing 7.5 acres more or less.

### Tract III:

Beginning on a set iron pin, and property corner of a new tract of property, and being a portion of property owned by the Southeastern Timberland Group, LLC, said property corner having a Tennessee State Plane coordinate of (N: 443,064.17- E:2,137,295.26) NAD-83, and is located South 42 degrees 53

minutes 05 seconds West, 2788.54 feet from an existing stone monument, having a Tennessee State Plane coordinate of (N: 445,107.40- E2,139,192.94), said stone being an original property corner of the 14000 acre tract, of which this is a part, thence with the new Tract #3 property line, South 40 degrees 25 minutes 12 seconds West, a distance of 318.56 feet; to a set iron rod; thence South 23 degrees 14 minutes 47 seconds East, a distance of 312.35 feet; to a set iron rod; thence North 50 degrees 52 minutes 25 seconds West, a distance of 919.49 feet; to a set iron rod; thence North 39 degrees 07 minutes 35 seconds East, a distance of 463.32 feet; to a set iron rod; thence South 50 degrees 52 minutes 25 seconds East, a distance of 649.94 feet; to the point of beginning, containing 7.3 acres more or less.

Tract IV:

Beginning on a set iron pin, and property corner of a new tract of property, and being a portion of property owned by the Southeastern Timberland Group, LLC, said property corner having a Tennessee State Plane coordinate of (N: 440,681.33- E:2,136,553.84) NAD-83, and is located South 30 degrees 48 minutes 22 seconds West, 5153.15 feet from an existing stone monument, having a Tennessee State Plane coordinate of (N: 445,107.40- E2,139,192.94), said stone being an original property corner of the 14000 acre tract, of which this is a part, thence with the new Tract #4 property line, South 59 degrees 04 minutes 07 seconds East, a distance of 351.36 feet; to a set iron rod; thence South 47 degrees 11 minutes 24 seconds West, a distance of 275.09 feet; to a set iron rod; thence North 59 degrees 04 minutes 07 seconds West, a distance of 351.36 feet; to a set iron rod; thence North 47 degrees 11 minutes 24 seconds East, a distance of 275.09 feet; to point of beginning, containing 2.1 acres more or less.

Tract V:

Beginning on a set iron pin, and property corner of a new tract of property, and being a portion of property owned by the Southeastern Timberland Group, LLC, said property corner having a Tennessee State Plane coordinate of (N: 445,376.93- E:2,135,142.95) NAD-83, and is located North 86 degrees 11 minutes 33 seconds West, 4058.95 feet from an existing stone monument, having a Tennessee State Plane coordinate of (N: 445,107.40- E2,139,192.94), said stone being an original property corner of the 14000 acre tract, of which this is a part, thence with the new Tract #5 property line, South 01 degrees 48 minutes 38 seconds West, a distance of 657.69 feet to a set iron rod; thence North 88 degrees 11 minutes 18 seconds West, a distance of 662.33 feet to a set iron rod; thence North 01 degrees 48 minutes 41 seconds East, a distance of 657.68 feet to a set iron rod; thence South 88 degrees 11 minutes 21 seconds East, a distance of 662.32 feet to point of beginning, containing 10.000 acres more or less.

Being the same properties described in Book 239, Page 91, the legal description of one tract corrected by that certain Deed of Correction at Book 246, Page 619 in the Register's Office of Sequatchie County, Tennessee. Subject to the deed restrictions, easements conveyed and/or reserved, and permitted exceptions listed in Book 239, Page 91.

Properties I-XXI being the same properties conveyed to Grantor by that certain Special Corporate Warranty Deed of record at Instrument No. 04003444 in the Register's Office of Sequatchie County, Tennessee, less and EXCEPT the property described below ("EXCEPTION PROPERTY") which was conveyed by Grantor at Instrument No. 06003036 in the Register's Office of Sequatchie County, Tennessee. Property XXII being the same property conveyed to Grantor by that certain Special Warranty Deed at Book 241, Page 190 in the aforesaid Register's Office. Property XXIII being the same property conveyed to Grantor by that certain Special Warranty Deed at Book 241, Page 185 in the aforesaid Register's Office. Property XXIV being the same property conveyed to Grantor by that certain deed of record at Book 239, Page 91, as corrected by that certain Deed of Correction at Book 246, Page 619, both in the aforesaid Register's Office. It is the intent of Grantor to convey to Grantee all right, title and interest to all properties and all other rights, if any, that Grantor received by and through Instrument No. 04003444, except the EXCEPTION PROPERTY; Book 241, Page 190; Book 241, Page 185; and Book 239, Page 91 and Book 246, Page 619, all in the aforesaid Register's Office.

#### EXCEPTION PROPERTY

Beginning on a set iron and property corner of BLC Properties, LLC, and property line of Lot #22 of Woodland Ridge Unit #2, Subdivision, thence with the Northern line of the Subdivision, S 89 degrees 19' 42" W, 950.03' to a set iron rod, and new property corner of Grantor (former), and Grantee (former), thence with the new property line of Grantor (former) N 21 degrees 59' 16" W 421.30' to a set iron rod and new property corner of Grantor (former), thence continuing with the new property lines of the Grantor (former) the following calls: N 48 degrees 15' 31" East, 947.75' to a set iron rod; thence S 48 degrees 17' 52" E, 526.04 feet to a set iron pin in the property line of BLC Properties LLC, thence with their property line S 00 degrees 40' 29" E, 660.60' to the point of beginning, containing 18.33 acres, more or less.

Being the same property conveyed by Grantor to James C. Lawson at Instrument No. 06003036, Book 216, Page 579 in the Register's Office of Sequatchie County, Tennessee, and being a part of the property conveyed to Grantor by and through Instrument No. 04003444 in the aforesaid Register's Office.

#### ASSIGNMENT OF EASEMENTS

I.

Within Instrument No. 06003036, Book 216, Page 579, Grantor reserved unto itself, its successors and assigns, an easement and right-of way over and across an existing gravel road approximately sixteen feet wide located on the above described Exception Property for the purposes of ingress and egress across the Exception Property and covenanted to maintain the gravel road for so long as same is used solely by Grantor and James C. Lawson. Grantor hereby **conveys and assigns** the aforesaid easement and right of way unto Triple H Real Estate, LLC, and Triple H Real Estate, LLC agrees to maintain the easement in the stead of Grantor for so long as it uses the easement.

II.

By and through that certain Easement Deed of record at Book 250, Page 678, Southeastern Timberland Group, LLC conveyed unto Grantor, its successors and assigns, that certain thirty foot wide easement more particularly described therein and on Exhibit A hereto for all uses and purposes described in Book 250, Page 678, including ingress and egress and utilities. Grantor hereby **conveys and assigns** all of its interest in the aforesaid easement unto Triple H Real Estate, LLC.

This assignment and conveyance is made subject to all permitted exceptions stated in Book 250, Page 678.

Grantor makes no representations or warranties, of any kind whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title as to any of the aforesaid properties and further makes no warranties of any kind, express or implied, or representations concerning the existence of, validity of, and/or right to assign the easements stated above. Grantee takes title to the properties described herein and accepts the assignment of the easements stated herein, if validly made, subject to any all encumbrances, easements, liens, restrictions, reservations, right-of-ways, conditions and exceptions which may be filed in the Register's Offices of Van Buren and/or Sequatchie County, Tennessee and subject to the rights of any parties in possession under unrecorded leases or for any other reason. Grantee takes title subject to the deed restrictions stated in that certain Special Corporate Warranty Deed recorded at Instrument No. 04003444 and the Right of Entry recorded at Book 284, Page 822, both in the Register's Office of Sequatchie County, Tennessee, and the liens of any and all property taxes upon any property and/or easement conveyed hereby. This deed was prepared without the benefit of a title search and a survey and without any opinion as to what a true and accurate title search and an accurate survey of the properties may have reflected.

IN TESTIMONY WHEREOF, this instrument has been executed as of the date stated hereafter.

**GRANTOR:**

LCC Tennessee, LLC,  
a Delaware limited liability company

By: Lexington Coal Company, LLC  
*its sole member*

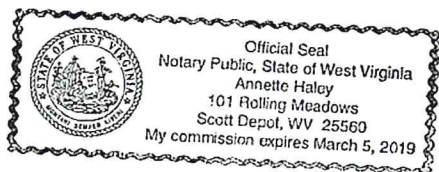
By: Lexington Coal Holdings, Inc.  
*its sole member*

By: Patricia A. Hoops  
Patricia A. Hoops, President

STATE OF WEST VIRGINIA     )  
COUNTY OF CABELL            )

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Patricia A. Hoops with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the President of Lexington Coal Holdings, Inc. (the "Corporation") and who further acknowledged that the Corporation is the sole member and manager of Lexington Coal Company, LLC who further acknowledged that the Corporation has the authority to execute this instrument for and on behalf Lexington Coal Company, LLC and that Lexington Coal Company, LLC is the sole member of LCC Tennessee, LLC, the within named bargainor, and that Lexington Coal Company, LLC, acting by and through the Corporation has the authority to execute this instrument for and on behalf of LCC Tennessee, LLC, and that she as such President of the managing entity of the sole member of LCC Tennessee, LLC, being authorized to do so, executed the foregoing instrument as a free act and deed for the purposes therein contained by affixing her name.

WITNESS my hand and seal this 22 day of October 2013.



Annette Haley  
NOTARY PUBLIC

My Commission expires: March 5, 2019

**GRANTEE:**

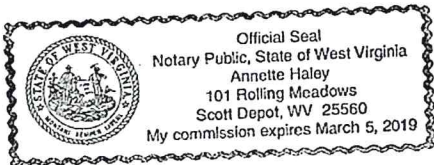
Triple H Real Estate, LLC,  
a West Virginia limited liability company

By: Jeffrey A. Hoops  
Jeffrey A. Hoops  
Its: Manager

STATE OF WEST VIRGINIA     )  
COUNTY OF CABELL         )

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Jeffrey A. Hoops with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the manager of Triple H Real Estate, LLC, and who, being authorized to do so, executed the foregoing instrument as the free act and deed of the Triple H Real Estate, LLC for the purposes therein contained by affixing his name.

WITNESS my hand and seal this 22 day of October, 2013.



Annette Haley  
NOTARY PUBLIC

My Commission expires: March 5, 2019

\*\*\*\*\*

Property Owner: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Property known as: 0 Brush Creek; 0 State Route 111; 0 Cagle Mtn; 0 Brush  
Creek Gulf; 0 White Oaks Swamps Rd; 0 Locust Rd 878; 0  
Locust Rd; 0 West Valley Rd; L&N Railroad

Mail Tax Bill to: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Tax Parcel Ids: 002 001.00  
002 001.10  
003 001.00  
003 001.20  
004 001.01  
004 001.10  
004 001.20  
004 001.30  
010 001.01  
010 001.03  
010 002.00  
010 002.10  
010 003.00  
010 003.01  
010 003.02  
010 003.03  
010 003.04  
010 003.05  
010 003.06  
010 003.07  
010 003.08  
010 003.09  
010 003.28  
010 003.29  
011 001.00  
063 001.04  
063 015.01

Van Buren County  
Map 086 Parcel 003400  
RB73 Page 294

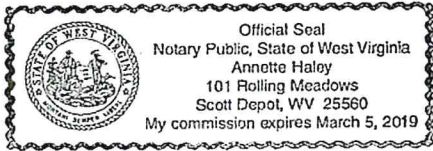
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is \$0.00.

*Alfred A Hoops*  
 Affiant

Subscribed and sworn to before me this the 22 day of October, 2013.

*Annette Haley*  
 Notary Public

My Commission Exp: March 5, 2019



BK/PG: 313/715-736  
 13002197

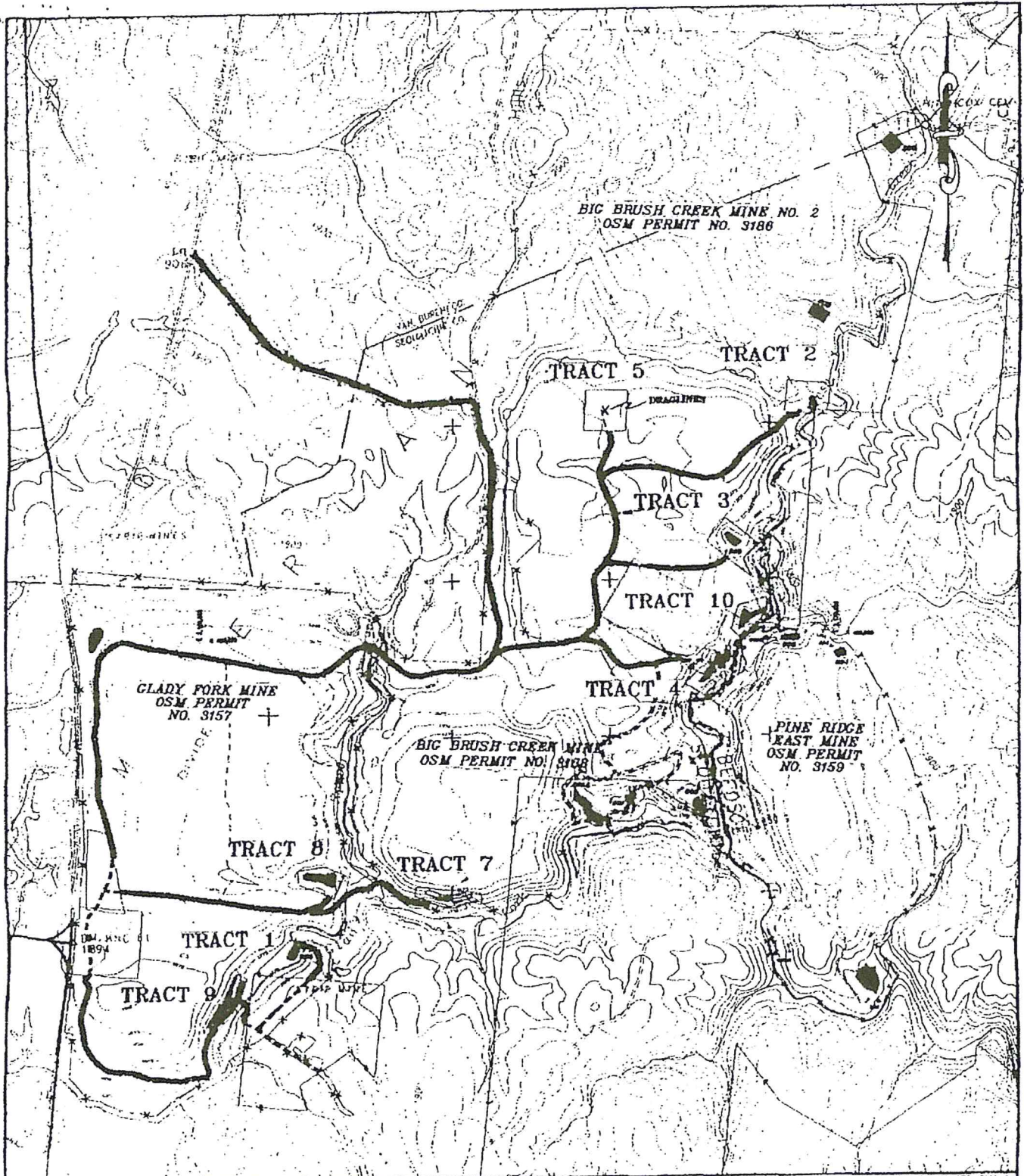
22 PGS:AL-QUITCLAIM DEED	
TERRY BATCH: 38773	10/30/2013 - 09:00 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	110.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	112.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY  
**CONNIE E GREEN**  
 REGISTER OF DEEDS

BK/PG: RB73/385-406  
 13001136

22 PGS : AL - QUITCLAIM DEED	
APRIL BATCH: 14270	11/15/2013 - 09:18 23 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	110.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	112.00

STATE OF TENNESSEE, VAN BUREN COUNTY  
**APRIL SHOCKLEY**  
 REGISTER OF DEEDS



LCC TENNESSEE, LLC  
 200 WEST VINE STREET, SUITE 300  
 LEXINGTON, KENTUCKY 40507

EXHIBIT "A" *pmc*

**GENERAL LOCATION MAP (1)**

SCALE 1"=2000'  
 SMART MOUNTAIN (TAD 27)

PREPARED BY  
**IRTEC**  
 221 Main Street, P.O. Box 308  
 Ocrayville, TN 37774  
 423-688-1200  
 FAX 423-688-1808



FILE NAME: LLC-RO-TRACTS-GLM-01  
 DATE: 12/11/07  
 SEQUATCHIE & VAN BUREN  
 COUNTIES, TENNESSEE  
 LOCATION OF ROAD EASEMENT  
 TO BE OBTAINED FROM  
 SOUTHEASTERN TIMBERLAND GROUP, LLC  
 EXISTING ROAD EASEMENTS  
 ROAD EASEMENT GRANTED HEREIN

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**EXHIBIT A-3**

Quit Claim Deed  
(Van Buren County)

# EXHIBIT A-3

This instrument prepared by (without examination of title):  
Brett A. Schubert  
Martin, Tate, Morrow & Marston, PC  
6410 Poplar Avenue, #1000  
Memphis, TN 38119  
(901) 522-9000

RETURN TO:  
M. Edward Cunningham, II  
Huddleston Bolen, LLP  
611 Third Ave  
P.O. Box 2185  
Huntington, WV 25722-2185  
(304) 691-8410

## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **LCC Tennessee, LLC**, a Delaware limited liability company ("Grantor") for good and valuable consideration hereby acknowledged by the parties, does hereby bargain, sell, remise, quit claim and convey any and all right, title, and interest, if any, it has in the following described real estate located in Van Buren County, Tennessee unto **Triple H Real Estate, LLC**, a West Virginia limited liability company, its successors and assigns ("Grantee"), forever in fee simple to wit:

### PROPERTY I

#### Tract I:

BEGINNING on a stone on the North side of the Harrison Road on the head waters of Bouldin Branch, it being the BEGINNING corner of the 93 acre tract; thence North 45 degrees West 40 poles to a stone on the North side of the Harrison Road, a corner of the said 93 acre tract; thence northeast 60 poles to a stake and post oak pointers; thence southeast 90 poles to the Northwest corner of John Henry and Lester Green's tract; thence South with John Henry and Lester Green's line to a rock about 40 poles at the Southwest corner of Henry and Green's tract; thence South 50 poles running with Chester Dennis and Wesley Swafford's line to a rock at the Southwest corner of said Dennis and Swafford's tract; thence Southwest about 64 poles to the BEGINNING, containing 50 acres, more or less.

#### Tract II:

The following described tract of land is the North half of the Bouldin 93 acre grant, described as follows:

BEGINNING on an iron stake, the Southeast corner of the old Smartt Field, the Northeast corner of the 93 acre grant; proceeded thence South 56 poles to a stake in an old strip mine spoil dump; thence North 75 degrees West approximately 118 poles to a stake in J. M. Huber Corporation's line; thence North 56 poles to a stone and pointer, J.M. Huber's corner; thence East 86 poles to a stake in a fence; thence South 45 degrees East 40 poles to the Beginning, containing 46 ½ aces, more or less, as per survey by Carl Lawson dated August 23, 1974.

Being the same property described in that certain Warranty Deed of record at 27-X, Page 315 in the Register's office of Van Buren County, Tennessee.

## PROPERTY II

Beginning on a cement marker J.M. Huber's corner; proceeded thence South 87 deg. 30 min. East 1910 feet to a stake; thence North 2 deg. 45 min. East 875 feet to a stake; thence North 77 deg. 30 min. West 1925 feet to an iron stake; thence South 2 deg. 45 min. West 1178 feet to the Beginning, containing 46.5 acres, more or less.

Being the same property described in that certain Warranty Deed of record at 27-X, Page 96 in the Register's office of Van Buren County, Tennessee.

~~The aforesaid properties being all property conveyed to Grantor by that certain Special~~  
Grantors Source of Title: is RB10 page 220.  
**The aforesaid properties being all property conveyed to Grantor by that certain Special Corporate Warranty Deed of record at Instrument No. 04044535 in the Register's Office of Van Buren County, Tennessee. It is the intent of Grantor to convey to Grantee all right, title and interest and all other rights, if any, that Grantor received per that certain Special Corporate Warranty Deed at Instrument No. 04044535 in the aforesaid Register's Office, less and except the EXCLUSION PROPERTY described here below.**

## EXCLUSION PROPERTY

Beginning on a ½ pipe (set) being the northeastern corner of this described parcel as well as being the northwestern corner of the James K. Studer property; thence going with the said Studer property S 25 degrees 44'13" W 1635.31 feet to a 1" pipe (found); thence leaving Studer and going with the Charles Currence property N 82 degrees 11' 18" W 251.89 feet to a coal car rail; thence continuing with the same S 05 degrees 40' 10" W 1636.14 feet to a coal car rail; thence N 85 degrees 11' 41" W 287.79 feet to a 1/2" pipe (found); thence leaving Currence and going with the Rocky River Partners property N 85 degrees 11'41" W 1647.49 feet to a concrete war monument; thence continuing with the same N 04 degrees 57' 44" E 2122.60 feet to a set stone; thence S 84 degrees 55'58" E 900.07 feet to a point in the center of the Boyd Road; thence leaving Rocky River Partners and going with the Turner Properties LLC property S 84 degrees 55'58" E 497.93 feet to a coal car rail; thence continuing with the same N 08 degrees 37'19' E 1046.31 feet to a set stone; thence leaving the Turner property and going with the aforementioned Currence property S 84 degrees 45'32" E 1322.30 feet to the beginning being 126.27 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 2 April 2012.

Being the same property conveyed by Grantor to Cedar Lane Land Committee, LLC at RB66, Page 863 in the Register's Office of Van Buren County, Tennessee.

Grantor makes no representations or warranties, of any kind whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title as to any of the aforesaid properties. Grantee takes title subject to any all encumbrances, easements, liens,

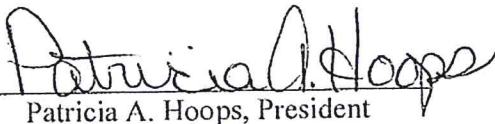
restrictions, reservations, right-of-ways, conditions and exceptions which may be filed in the Register's Office of Van Buren County, Tennessee and subject to the rights of any parties in possession under unrecorded leases or for other reason. Grantee takes title subject to the deed restrictions stated in that certain Special Corporate Warranty Deed recorded at Instrument No. 04044535 in the Register's Office of Van Buren County, Tennessee, and the liens of any and all property taxes upon any property conveyed hereby. This deed was prepared without the benefit of a title search and a survey and without any opinion as to what a true and accurate title search and an accurate survey of the properties may have reflected.

IN TESTIMONY WHEREOF, this instrument has been executed as of the date stated hereafter.

LCC Tennessee, LLC,  
a Delaware limited liability company

By: Lexington Coal Company, LLC  
*its sole member*

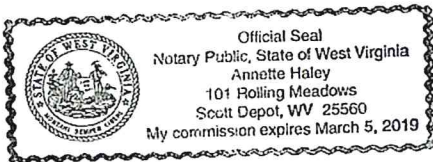
By: Lexington Coal Holdings, Inc.  
*its sole member*

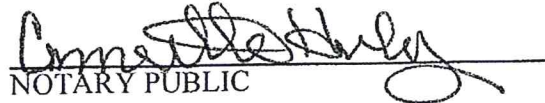
By:   
Patricia A. Hoops, President

STATE OF WEST VIRGINIA        )  
COUNTY OF CABELL            )

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Patricia A. Hoops with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the President of Lexington Coal Holdings, Inc. (the "Corporation") and who further acknowledged that the Corporation is the sole member and manager of Lexington Coal Company, LLC who further acknowledged that the Corporation has the authority to execute this instrument for and on behalf Lexington Coal Company, LLC and that Lexington Coal Company, LLC is the sole member of LCC Tennessee, LLC, the within named bargainor, and that Lexington Coal Company, LLC, acting by and through the Corporation has the authority to execute this instrument for and on behalf of LCC Tennessee, LLC, and that she as such President of the managing entity of the sole member of LCC Tennessee, LLC, being authorized to do so, executed the foregoing instrument as a free act and deed for the purposes therein contained by affixing her name.

WITNESS my hand and seal this 22 day of October 2013.



  
NOTARY PUBLIC

My Commission expires: March 5, 2019

\*\*\*\*\*

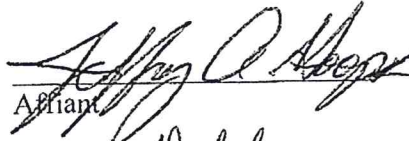
Property Owner: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Property known as: S/O Brockdell Rd. Co Line

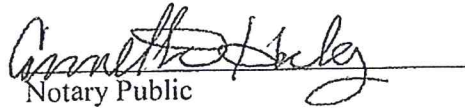
Mail Tax Bill to: Triple H Real Estate, LLC  
1149 Newmans Branch Road  
Milton, WV 25541

Tax Parcel Id: 086 003.00

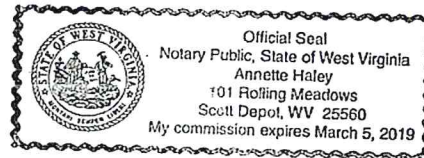
I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is \$0.00.

  
Affiant

Subscribed and sworn to before me this the 22 day of October 2013.

  
Notary Public

My Commission Exp: March 5, 2019.



BK/PG: RB73/294-298  
13001098

5 PGS : AL - QUITCLAIM DEED	
APRIL BATCH: 14239	10/30/2013 - 11:00:36 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

**EXHIBIT B**

<u>County</u>	<u>Part of Tax Parcel Identification No.</u>	
Sequatchie	010	00308 000010
Sequatchie	010	00300 000010
Sequatchie	010	00301 000010
Sequatchie	010	00302 000010
Sequatchie	010	00303 000010
Sequatchie	010	00304 000010
Sequatchie	010	00305 000010
Sequatchie	010	00306 000010
Sequatchie	010	00307 000010
Sequatchie	010	00309 000010
Sequatchie	002	00100 000002
Sequatchie	002	00110 000002
Sequatchie	003	00100 000003
Sequatchie	003	00120 000003
Sequatchie	004	00101 000004
Sequatchie	004	00110 000004
Sequatchie	004	00120 000004
Sequatchie	004	00130 000004
Sequatchie	010	00101 000010
Sequatchie	010	00103 000010
Sequatchie	010	00200 000010
Sequatchie	010	00210 000010
Sequatchie	010	00328 000010
Sequatchie	010	00329 000010
Sequatchie	011	00100 000011
Sequatchie	063	00104 000063
Sequatchie	063	01501 000063
Bledsoe	077	01600 000077
Bledsoe	077	01901 000077
Bledsoe	085	00200 000085
Bledsoe	085	00201 000085
Van Buren	086	00300 000086

**BK/PG: 346/318-367  
16001967**



50 PGS:AL-TIMBER DEED	
TERRY BATCH: 46634 10/04/2016 - 03:44 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	250.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	252.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY  
**KENDRA BOYD**  
REGISTER OF DEEDS

**BK/PG: RB306/123-172  
16113789**



50 PGS:AL-TIMBER DEED	
ESB BATCH: 29850 10/04/2016 - 02:44 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	250.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	252.00

STATE OF TENNESSEE, BLEDSOE COUNTY  
**EMMA S. BOYNTON**  
REGISTER OF DEEDS

0111588.0546396 4846-1194-6037v13

**BK/PG: RB86/506-555  
16000886**



50 PGS:AL-TIMBER DEED	
APRIL BATCH: 17125	
<b>10/04/2016 - 01:52:27 PM</b>	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	250.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	252.00

STATE OF TENNESSEE, VAN BUREN COUNTY  
**APRIL SHOCKLEY**  
REGISTER OF DEEDS