

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the _____ day of November 2022, by and between **AMERICAN LAND HOLDINGS OF KENTUCKY, LLC**, a Delaware limited liability company, (“Seller”) as successor in title to Cyprus Creek Land Company, by Certificate of Merger dated April 3, 2017 and filed on July 15, 2020 as Document No. 177277 in MC 87 at Page 558 in the Office of Ohio County Clerk, Ohio County, Kentucky, whose address is 701 Market Street, Suite 719, St. Louis, Missouri 63101-1826 and _____ (“Buyer”) whose address is _____.

- 1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by Special Warranty Deed, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property described as follows:

Tract No. 1 Legal Description
SEE ATTACHED EXHIBIT A
Made a part hereof and incorporated herein by this reference

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- 2. **HIGH BID PRICE / PURCHASE PRICE**..... \$ _____
Non-Refundable Down Payment/Deposit \$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.
Balance of Purchase Price \$ _____
In U.S. Funds, due at Closing, subject to adjustments as herein provided, in immediately available cash or by confirmed wire transfer.

- 3. **CLOSING.** Closing shall take place with **Thacker, Hodskins, & Knight, LLP (“Closing Agent”)**, whose address is 209 West 4th Street, Owensboro, Kentucky 42302 on or before January 13, 2023 (the “Closing Date”). The contact person is Terra W. Knight, Attorney, phone: (270) 926-4500. At Closing, Seller shall deliver to Buyer a Special Warranty Deed (the “Deed”) substantially similar to that which is attached hereto and marked Exhibit B, which shall contain certain reservation of mineral interests and mining rights, covenants running with the land, and convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose; Agricultural Leases, if any, shall not be assigned

nor any income derived therefrom be prorated at Closing, due to all terminating on their own terms on December 31, 2022; and Buyer shall pay, or cause to be paid to Seller the Total Purchase Price. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer as of the Closing date based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for all subsequent years. Nonetheless, 2022 Agricultural Lease income shall not be prorated at closing. This Paragraph 4 shall expressly survive the Closing.
5. **CLOSING COSTS.**
 - (a) **Seller's Costs.** At Closing, Seller shall pay, if and to the extent due, (a) Seller's auctioneer's commission payable to Kurtz Auction & Realty Company; (b) the cost of performing any survey of the Property ordered by Seller; (c) the cost of title search and commitment fees; and (d) one-half of the closing fee.
 - (b) **Buyer's Costs.** At Closing, Buyer shall pay, if and to the extent due: (a) deed of conveyance recording and registration fees and costs; (b) all title commitment date down and title insurance costs or premiums (including the costs of all endorsements requested by Buyer), if Buyer wants the title insured; (c) bank transfer fees required to enable Buyer to make all payments hereunder; (d) the cost of performing any additional survey of the Property required by Buyer for the recording of Seller's Special Warranty Deed and/or desired by Buyer; (e) transfer taxes; (g) any related Buyer's mortgage recording fees; (h) any escrow fees; and (i) one-half of the closing fee.
6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing, which shall be scheduled on or before January 13, 2023. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. DISCLAIMER OF WARRANTIES (“AS-IS” CONVEYANCE).

- (a) Buyer warrants and acknowledges to and agrees with Seller, and Kurtz Auction and Realty Company (“Auctioneer”) that Buyer is purchasing the Property in an “As-Is, Where Is” condition “WITH ALL FAULTS” and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect. Buyer acknowledges that the property has been held for mining or mining related purposes.
- (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
- (c) Buyer acknowledges that it is Buyer’s responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
- (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. PROPERTY INSPECTION. It is the Buyer’s sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer or bidding on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys (if not already completed by seller), engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer’s request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer’s request. Buyer agrees to indemnify,

protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

- 10. TITLE.** Buyer shall receive a Title Commitment (the "Title Commitment") issued by the Closing Agent as agent for Stewart Title Insurance Company (the "Title Insurer") upon its completion. Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At Closing, Buyer, at its cost, shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
 - b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
 - c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- 11. FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property, excepting any personal property of agricultural tenants.
- 12. TITLE DEFECTS.** If the Title Commitment reveals a material defect in title which makes title to the Property unmarketable for a material part of the Property and which is not one of the Permitted Title Exceptions, or if prior to the Closing a new material defect in title which makes title to the Property unmarketable for a material part of the Property is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) working days from the date of discovery of such

defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole discretion, to extend the Closing Date by not more than Thirty (30) days to attempt to cure such defect in title.

13. **COMMISSIONS. Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid their commission pursuant to a separate written agreement between Seller and Auctioneer.
14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately, and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder.
17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.
18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Neither party shall assign this Agreement, or any rights hereunder, without the prior written consent of the other party, except that either party, without the prior written consent of the other, shall have the right to assign this Agreement to any parent, or wholly owned subsidiary or affiliate of such party. Any such assignment or attempted or purported assignment (except for permitted assignments as allowed for herein) shall be void as to the other party and, moreover, shall constitute a material breach of this Agreement.
22. **TRANSFER OF TITLE. MORTGAGE.** Notwithstanding any provision to the contrary contained herein, Seller may elect to transfer title to the property and assign this Agreement prior to closing to a parent, or an affiliated or subsidiary company of Seller or its parent company. In such event, the Special Warranty Deed shall also include a warranty of title as to the Seller, in addition to the assigned company. In the event of any mortgage existing on the property, Seller shall ensure that the property is released from the mortgage, by appropriate recordable instrument, prior to closing.
23. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
24. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
25. **ACKNOWLEDGEMENT.** The Buyer certifies that Buyer is not a foreign person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kentucky Business Corporation Act and other applicable statutes and regulations), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
26. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kentucky law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Owensboro, Kentucky by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration

fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

- 27. ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.
- 28. SPECIAL PROVISION.** It shall be the sole responsibility of Buyer to obtain any future building permits, if any.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

AMERICAN LAND HOLDINGS OF KENTUCKY, LLC

Bryce G. West, Vice President

BUYER (Incorporation or Limited Liability Company):

Company Name: _____

Incorporation State or Certified in the State of: _____

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

BUYER (Individual, one or more):

Signature: _____

Signature: _____

Printed: _____

Printed: _____

BUYER ADDRESS (Incorporation, Limited Liability Company or Individual):

Address: _____

Address: _____

City/St/Zip: _____

City/St/Zip: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

EXHIBIT A
Legal Description

TRACT 1

A part of items 72 and 73 of the American Land Holding of KY, LLC (Cyprus Creek Land Resources, LLC) real estate recorded in Deed Book 373, page 43 in the Office of the Clerk of Ohio County, Kentucky, being Southwest of the community of Equality, Ohio County, Kentucky and lying North of Smallhouse Road and bounded on the West by the Green River in Ohio County, Kentucky, and being more particularly described as follows:

Beginning at a set 5/8" rebar with cap stamped "Obermeier PLS 4214", herein called a set monument, in the center of Smallhouse Road and the Westerly line of a 100 foot wide Transmission Line Easement in favor of Big River Electric Corporation, recorded in Deed Book 300, page 562 in said Clerk's Office, having a Kentucky Single Zone State Plane Coordinate (NAD83) of North 3665290.61, East 4531549.72; thence along the center of Smallhouse Road the next Four (4) calls, (1) South 53 degrees 59 minutes 59 seconds West (bearings based upon Kentucky single zone state plane coordinates), 403.48 feet to a set monument at a curve to the right, having a radius of 456.51 feet, from which a chord bears South 63 degrees 19 minutes 46 minutes West, 148.02 feet; (2) thence along said curve to the right 148.67 feet to a set monument; (3) thence South 72 degrees 39 minutes 33 seconds West, 121.71 feet to a set monument at the start of a curve to the left, having a radius of 72.86 feet, from which a chord bears South 51 degrees 55 minutes 05 seconds West, 51.61 feet; (4) thence along said curve to the left 52.75 feet to a set monument on the North line of Tract 2 of the Kentucky Land Resources Inc. real estate (former Madison Hartford & Eastern Railroad (CSX Railroad)), described in Deed Book 439, page 781 in said Clerk's Office; thence along said real estate, South 70 degrees 12 minutes 59 seconds West, passing a set monument at 248.41 feet, a total distance of 313.23 feet to the pool level of the Green River; thence along the meanders of the pool level of the Green River the next Four (4) calls (not a fixed line, water's edge ebbs and flows, referenced for area), (1) North 28 degrees 56 minutes 32 seconds West, 551.43 feet; (2) North 38 degrees 47 minutes 02 seconds West, 445.97 feet; (3) North 25 degrees 10 minutes 43 seconds West, 928.24 feet to a non-tangent curve to the right, having a radius of 3630.87 feet, from which a chord bears North 20 degrees 49 minutes 04 seconds West, 542.07 feet; (4) thence along said non-tangent curve to the right 542.58 feet; thence leaving said pool level of Green River, South 82 degrees 07 minutes 03 seconds East, passing a set monument at 60.62 feet, for a total distance of 1748.79 feet to a set monument on the Westerly line of said 100 foot Transmission Line Easement; thence along said Westerly line South 12 degrees 03 minutes 23 seconds East, 1492.23 feet to the place of beginning, containing 2,648,369 square feet or 60.80 acres, more or less (before exception).

EXCEPTING from Tract 1, a tract of land conveyed to Gerry L. and Sherry S. Wright, as described in Deed Book 418, page 302 in said Clerk's Office and being more particularly described as follows: A lot of land in the unincorporated town of Smallhouse, Kentucky about 150 feet facing the road and about 150 feet back, more or less, being the former Sallie E. Drake real estate, and lying North of Smallhouse Road and near the Green River in Ohio County, Kentucky, and being more particularly described as follows:

Beginning at a set 5/8" rebar with cap stamped "Obermeier PLS 4214", herein after called a set monument, at the Northwest corner of said Wright real estate, having a Kentucky Single Zone State Plane Coordinate (NAD83) of North 3665156.61, East 4530789.42; thence along the Northerly line, North 56 degrees 55 minutes 01 seconds East (bearing based upon Kentucky single zone state plane coordinates (NAD83)), 150.00 feet to a set monument; thence along the Easterly line, South 35 degrees

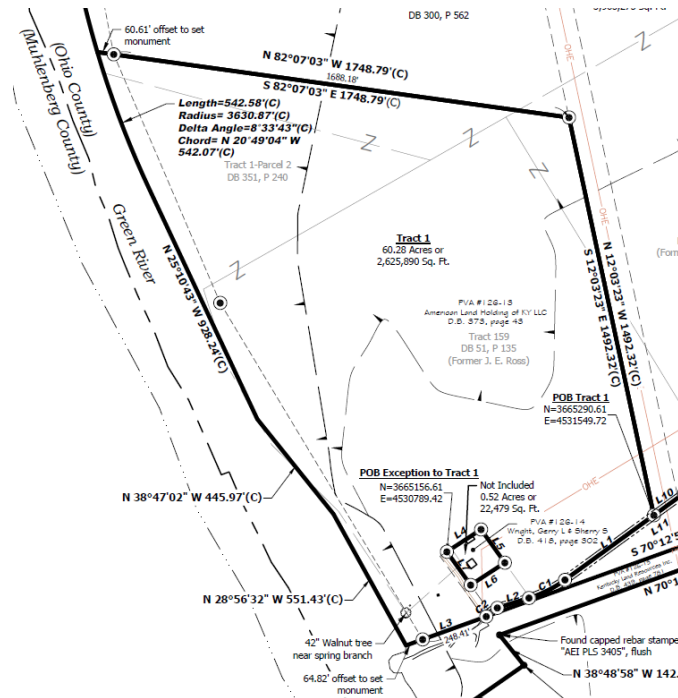
34 minutes 59 seconds East, 150.00 feet to a set monument; thence along the Southerly line, South 56 degrees 55 minutes 01 seconds West, 150.00 feet to a set monument; thence along the Westerly line, North 35 degrees 34 minutes 59 seconds West 150.00 feet to the place of beginning. Exception containing 22,479 square feet or 0.52 acres more or less.

Together with and subject to a 30-foot Access Easement over and across a portion of the above described Tract 1 servicing said Wright real estate along the Westerly line of the said Wright real estate and extending to Smallhouse Road, being more particularly described as follow:

Beginning at a set 5/8" rebar with cap stamped "Obermeier PLS 4214" (herein after called a set monument) at the Northwest corner of said Wright real estate, having a Kentucky Single Zone State Plane Coordinate (NAD83) of North 3665156.61, East 4530789.42; thence along the Westerly line of said Wright real estate and extending to the center of Smallhouse Road, South 35 degrees 34 minutes 59 seconds East (bearing based upon Kentucky single zone state plane coordinates (NAD83)), 272.12 feet to the center of Smallhouse Road on a non-tangent curve to the left, having a radius 72.86 feet, from which a chord bears South 39 degrees 34 minutes 43 seconds West, 21.23 feet; thence along said non-tangent curve to the left 21.30 feet to a set monument on the North line of Tract 2 of the Kentucky Land Resources Inc. real estate (former Madison Hartford & Eastern Railroad (CSX Railroad)), described in Deed Book 439, page 781 in said Clerk's Office; thence along said real estate, South 70 degrees 12 minutes 59 seconds West, 9.85 feet; thence North 35 degrees 34 minutes 59 seconds West 276.19 feet; thence North 56 minutes 55 minutes 01 seconds East, 30.03 feet to the place of beginning, containing 8267 square feet or 0.19 acres, more or less.

Tract 1 in all containing 2,625,890 square feet or 60.28 acres, more or less.

DEPICTED AS FOLLOWS:



SUBJECT TO all covenants, declaration, conditions, restrictions, reservations, easements, rights of way and encumbrances visible, by prescription or of record, building, zoning and subdivision laws, ordinances and restrictions, and all matters that would be disclosed by an accurate survey and/or inspection of the real property.

Specifically subject to the right of way of Smallhous Road, also known as Small House Lane.

ALSO SUBJECT TO a Coal Mining Lease entered into on the 3rd day of February, 2011, with Armstrong Coal Company, Inc., the Short Form of Coal Mining Lease being recorded in D387 at Page 714 in the Office of Ohio County Clerk, Ohio County, Kentucky.

End of Exhibit A

RECORDED AT THE REQUEST OF AND WHEN
RECORDED MAIL TO:

Thacker, Hodskins, & Knight, LLP
209 West 4th Street
Owensboro, Kentucky 42302

MAIL TAX BILL TO:

THIS DOCUMENT PREPARED BY:

American Land Holdings of Kentucky, LLC
701 Market Street, Suite 719
St. Louis, MO 63101-1826

PERMANENT PARCEL NUMBER:

See Exhibit "A"

PREVIOUS DEED REFERENCE:

Deed Book 370 at Page 199

SURVEY RECORDING REFERENCE:

Document No. _____

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this __ day of _____, 2023, by **AMERICAN LAND HOLDINGS OF KENTUCKY, LLC** ("Grantor"), a Delaware limited liability company, as successor in title to Cyprus Creek Land Company, by Certificate of Merger dated April 3, 2017 and filed on July 15, 2020 as Document No. 177277 in MC 87 at Page 561 in the Office of Ohio County Clerk, Ohio County, Kentucky, with an address of 701 Market Street, Suite 719, St. Louis, Missouri 63101-1826, to and for the benefit of _____ ("Grantee"), a _____ with an address of _____.

In consideration of the sum of _____ Thousand and 00/100 Dollars (\$_____.00) and other good and valuable consideration in hand paid by Grantee to Grantor, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **CONVEY and WARRANT SPECIALLY**, as hereinafter recited, unto the Grantee, and its successors and assigns, forever, but only to the extent owned by Grantor, the following described real estate and any existing improvements located thereon, **EXCEPTING ANY INTERESTS OF GRANTOR IN THE OIL & GAS, COAL AND OTHER MINERALS, COAL BED METHANE IN, ON AND UNDER SAID PROPERTY AS FURTHER SET OUT HEREIN** ("Property"), located in Ohio County, State of Kentucky, which is described in the Property description attached hereto as Exhibit A and hereby made a part hereof.

SEE EXHIBIT A HERETO FOR PROPERTY DESCRIPTION.

This conveyance is subject to the permitted exceptions set forth in Exhibit B attached hereto and incorporated herein by reference and further subject to the reservation of mineral and mining interests, covenants, restrictions and agreements set forth below:

RESERVATION OF MINERAL AND MINING INTERESTS

In retaining the entire ownership and control of all subsurface parts of the land, including without limitation of all the coal, oil, gas, coalbed methane and any and all other minerals, mineral products, water rock, sand, and all other formations, spaces, materials and products of any kind, Grantor EXPRESSLY RESERVES all rights, rights-of-way and easements necessary or convenient to develop and use its property to the fullest extent possible including, but not limited to, the following: the right to take, mine and remove all of the coal, and other minerals and any other strata underlying the surface of the Property by only the room and pillar underground mining method, and any other deep mining method whether known or unknown as of the date of this deed, but excluding longwall mining; the right to remove all of the coal or other minerals or strata without leaving lateral or subjacent support of the Property or overlying strata or adjoining Property; the right to exercise all of the foregoing rights without liability for any damage or injury to the Property, the surface, or any waters, water courses, facilities, improvements or anything else thereon that maybe be placed thereon in the future; and the right to use any strata, passageways and spaces below the surface of the Property for any purposes whatsoever. For the avoidance of doubt, and notwithstanding the foregoing, in no event shall Grantor, its successors or assigns be entitled to burden the use of the surface of the Property without further compensation to Grantee.

COVENANTS RUNNING WITH THE LAND

This conveyance is made and accepted upon the following covenants which shall be binding upon and enforceable against Grantee and its successors and assigns and shall be deemed covenants running with the land: (1) Grantee assumes all risks and responsibility for any injuries or damages sustained by any person or to any property, in whole or in part, resulting from, arising out of, or in any way connected with, the possession and use of the Property by Grantee, and Grantee agrees to indemnify and hold harmless Grantor, its officers, directors, agents, employees or representatives, from any and all claims, demands, actions, or suits of any kind or nature whatsoever for such injuries and damages, and any expenses connected therewith; (2) Grantor does not warrant or represent subjacent or lateral support of the surface and sub-surfaces of the Property; (3) Grantor does not warrant or otherwise represent that the Property is safe, habitable or otherwise suitable for the purposes for which it is intended to be used by Grantee or for any other purposes whatsoever. The Property is sold "**AS IS, WHERE IS**" and Grantee represents that it has inspected the Property and agrees to accept the same "**AS IS, WHERE IS**". The Property may have been previously underground mined and may now or in the future become subject to subsidence, which damages to the Property Grantee specifically accepts by this conveyance.

Grantee acknowledges that the within conveyed properties have been held for mining or mining related purposes and agrees that no claim shall ever be asserted against Grantor, or any company or entity presently or formerly associated with or operating under Grantor, for damages, injunctive relief or regulatory relief arising directly or indirectly out of any surface or subsurface condition or occurrence, known or unknown, now existing or hereafter occurring or discovered and whether or not such condition or occurrence arises out of or is the result of mining related activities on the within conveyed properties or other properties.

CONSIDERATION CERTIFICATE: The parties hereto certify under oath that the consideration set forth above is the full consideration paid for the property. The SECOND PARTY(IES) joins in the execution of this deed for the sole purpose of making this certification and accepting the reservations and covenants.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever. The Grantor hereby covenants that it and its successors and assigns shall and will **WARRANT AND FOREVER DEFEND** the title to the Property unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed the day and year first above written.

GRANTOR:
AMERICAN LAND HOLDINGS OF KENTUCKY, LLC

EXHIBIT ONLY – DO NOT SIGN

Bryce G. West, Vice President

STATE OF MISSOURI)
) SS:
CITY OF ST. LOUIS)

Before me, the undersigned, this _____ day of _____, 2023, personally appeared Bryce G. West, personally known to me as the Vice President of **AMERICAN LAND HOLDINGS OF KENTUCKY, LLC**, a Delaware limited liability company, and swore to and acknowledged the execution of the foregoing instrument on behalf of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and State the day and year last above written.

EXHIBIT ONLY – DO NOT SIGN

_____, Notary Public
My Commission Expires: _____

GRANTEE:

EXHIBIT ONLY – DO NOT SIGN

Printed: _____

EXHIBIT ONLY – DO NOT SIGN

Printed: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ **and** _____, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally swore to and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

EXHIBIT ONLY – DO NOT SIGN

Printed: _____, Notary Public
My commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Name: Thomas W. Dietrich

This Instrument Prepared By: **THOMAS W. DIETRICH**, Attorney, 701 Market Street, Suite 900, St. Louis, Missouri 63101-1826, (314) 342-7796

EXHIBIT B
TO SPECIAL WARRANTY DEED - PERMITTED EXCEPTIONS

1. Any covenants, conditions, limitations, restrictions, rights-of-way, liens, encumbrances, encroachments, defects, reservations, easements, agreements and other matters of fact or record.
2. Rights of eminent domain, governmental rights of police power and other governmental or quasi-governmental rights, including, without limitation, rights of the public, the State of Kentucky and the municipality in and to that part of the Property, if any, taken or used for roadway purposes.
3. Covenants, conditions, limitations, restrictions, rights, rights-of-way, encumbrances, encroachments, reservations, easements, agreements or other matters of fact or record. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
4. Present and future zoning, subdivision, building, land use, and environmental laws, ordinances, restrictions, resolutions, orders and regulations and all present and future ordinances, laws, regulations and orders of all federal, state, county, municipal or other governments, agencies, boards, bureaus, commissions, authorities and bodies now or hereafter having or acquiring jurisdiction of the Property and the use and improvement thereof.
5. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the Property would show.
6. Rights of the public to use any part or parts of the Property falling within public roadways.
7. All utility easements and building set-back lines affecting the Property.
8. Any underground feeders, laterals, tiles, cables, conduits, mains and pipes and any drainage ditches or drain tiles and any rights of way for drainage ditches, feeders, tiles and/or laterals, if any.
9. Special assessments hereafter becoming a lien.
10. General property taxes for the current tax fiscal year and subsequent tax fiscal years, none now due and payable.
11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees. Rights or claims of parties in possession not shown by the public records.
12. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
13. All permitted Exceptions as reflected on the title report and approved in accordance with the terms of the Contract.
14. All Agricultural Leases, if any, in effect as of the Closing Date.

End of Exhibit B