

Fill in this information to identify the case:

Debtor 1 Cambrian Holding Company Inc. et al.
Debtor 2 Clintwood Elkhorn Mining Company
(Spouse, if filing)
United States Bankruptcy Court for the: Eastern District of Ky.
Case number 19-51200
(State)

Filed: USBC - Eastern District of Kentucky
Cambrian Holdings Company, Inc., et al., (B10)
19-51200 (GRS)

CDC



RECEIVED

JUL 15 2019

LEGAL SERVICES

12/15

Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment:

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Stuart Baker

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Stuart Baker

Name

163 Todd Rd

Number Street

Reynolds Ga

City State

31076

ZIP Code

Contact phone 478 287 5584

Contact email 478-287-5584

Stuart Baker

Name

163 Todd Rd

Number Street

Reynolds GA

City State

31076

ZIP Code

Contact phone 478 662 0730

Contact email 478-662

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$10,054.62 plus royalty on coal mined after date
Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Goods sold

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$10,054.62 plus royalty after this date

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 7 12 2019
MM / DD / YYYY

☐ Stewart Baker
Signature

Print the name of the person who is completing and signing this claim:

Name Stewart Baker
First name Middle name Last name

Title Land owner lessor

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 163 Todd Rd
Number Street
Reynolds GA 31076
City State ZIP Code

Contact phone 478 287 5584 Email _____



BB&T

07/03/2019

Page 1 - L

0005140509959

0816-01-01-00 28501
STEWART BAKER
163 TODD RD
REYNOLDS GA 31076-2410

The item(s) will be charged back to your account along with applicable fees in accordance with the Personal Services Pricing Guide. For questions, please visit your financial center or call BB&T Phone 24 at 800-BANKBBT (800-226-5228).

REASON
STOP PAYMENT

SEC #
099002189

ITEM AMOUNT
10,054.62

1 Item(s) charged totaling \$10,054.62
1 Item(s) charged a fee totaling \$12.00

053101121
07/03/2019
2107868062

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

STOP PAYMENT

CLINTWOOD ELKHORN
MINING LLC

P.O. Box 2130
Pikeville, KY 41502

TEN THOUSAND FIFTY-FOUR AND 62/100

PAY
TO
THE
ORDER
OF

STUART BAKER
163 TODD ROAD
REYNOLDS GA 31076-0000

No. 092677

COMMUNITY TRUST BANK
PIKEVILLE, KY 41501

DATE 5/24/19 CHECK NO. 092677

AMOUNT \$10,054.62

Amanda D. Howell

000002107869062
053101121 07/03/2019

RETURN REASON - C
STOP PAYMENT

NOTICE APPLIES TO CONSUMER ACCOUNTS ONLY
check 21 Disclosure for Return of Substitute check

Some or all of the checks you receive back from us may be substitute checks. A new federal law permits banks to replace an original check with a "Substitute check." A Substitute check is a copy of the original check but is treated the same as the original check for all purposes. The Substitute check will be an accurate copy of the front and back of the original check and contain the words: "this is a legal copy of your check. You can use it the same way you would use the original check."

If you lose money because you received a substitute check, you may have the right to file a claim for an expedited refund if:

- I. The substitute check was incorrectly charged to your account;
- II. You lost money as a result of the substitute check being charged to your account; and
- III. You need the original check or a better copy of the original check to demonstrate that we incorrectly charged your account.

You may make a claim by calling us at 1-800-682-6921, or by visiting your local BB&T branch location. You must make your claim within 40 calendar days of the later of: the date that we delivered the account statement showing the charge that you are disputing, or the date on which we made the substitute check available to you. Refunds are limited up to the amount of the substitute check, plus interest if your account earns interest. If there is a valid reason that you cannot make your claim by the required day you may be given additional time. Your expedited claim must:

1. Describe why you think the charge to your account was incorrect;
2. Estimate how much money you have lost because of the substitute check charge;
3. Explain why the substitute check is not sufficient to show whether or not the charge to your account was correct; and
4. Provide us with a copy of the substitute check or give us information that will help us to accurately identify the substitute check.

We will investigate your claim promptly. If we conclude that we incorrectly charged your account, we will provide a refund for your loss up to the amount of the substitute check, plus interest if your account earns interest, within one business day of making that decision. If we conclude that we correctly charged your account, we will send you a notice that explains the reason for our decision and include either the original check or a better copy of the original check than the one you already received. If we have not made a decision on your claim within 10 business days after you submitted it, we will provisionally refund the amount of your claim, up to \$2,500, plus interest. If we have not issued our decision by the 45th day after you have submitted your claim, we will refund any remaining amount over the \$2,500, plus interest. If we refund your account, we will send you a notice on the next business day that tells you the amount of your refund and the date on which you may withdraw that amount. Normally, you may withdraw your refund on the business day after it is credited to your account. In limited cases, we may delay your ability to withdraw up to the first \$2,500 of the refund until the earlier of these two dates:

- 1) The day after we determine that your claim is valid; or
- 2) The 45th calendar day after the day that you submitted your claim.

We may reverse any refund and interest that we have given you if we later determine that the substitute check was correctly charged to your account. If we reverse a refund, we will send you within one business day the original check or a better copy of the original check than the one you previously received and explain why the substitute check was correctly charged to your account, and the amount and date of the reversal. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.

[illegible]

053101121< 07/03/2015
000002107869062

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

x Stuart Baker

042102694 07/03/2019
100 RR - C
091000022 07/03/2019
201907030002092 RR -
091300023 07/03/2019
96002623 RR - C
053101121 07/03/2019
21070869062 RR - C

↓Do not endorse or write below this line.↓

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES DESIGNED TO DETECT DUPLICATION OR ALTERATION

CLINTWOOD ELKHORN
MINING LLC

No 092677

COMMUNITY TRUST BANK
PIKEVILLE KY 41601

PO Box 2100
Pikeville KY 41502

DATE 5/24/19 CHECK NO 092677

TEN THOUSAND DOLLARS AND 00/100 *****

PAY TO THE ORDER OF
STUART BAKER
88 LODGE ROAD
REYNOLDSBURG OHIO 43075

AMOUNT
Stuart Baker



0 100

DATE 5/24/19
STUART BAKER

[illegible]

____ TECO (PARENT)
____ GATLIFF COAL
____ RICH MTN. COAL
X CLINTWOOD ELKHORN
____ PREMIER ELKHORN
____ PIKE LETCHER

____ HOLD FOR PICK-UP BY: _____
____ MAIL
____ MAIL WITH REMITTANCE
____ HOLD CK FOR PROPER DOCUMENTATION
X OTHER - GIVE CHECK TO BRENDA

CHECK REQUEST FORM

February 2019

Laurel Branch	8,623.12	Rate:	\$1.00	Sales Price:	\$92.38
Total Amount Due:				Amount:	\$8,623.12
Your Share:	50.00000%				\$8,623.12
					\$4,311.56

LEASE # 42060

DATE 3/13/2019

VENDOR # 902422

DUE DATE 03/19/19

LESSOR # Stuart Baker

AMOUNT: \$4,311.56

ACCOUNT # 22024.00
COST CENTER 40000

DESCRIPTION

February Royalty

AMOUNT

\$4,311.56

PREPARED BY: Doug
REVIEWED BY: BO
APPROVED BY:

DATE: 3-13-19

DATE:

DATE: 3/18/19

☐ TECO (PARENT)
☐ GATLIFF COAL
☐ RICH MTN. COAL
☒ CLINTWOOD ELKHORN
☐ PREMIER ELKHORN
☐ PIKE LETCHER

☐ HOLD FOR PICK-UP BY: _____
☐ MAIL
☐ MAIL WITH REMITTANCE
☐ HOLD CK FOR PROPER DOCUMENTATION
☒ OTHER - GIVE CHECK TO BRENDA

CHECK REQUEST FORM

March 2019

Laurel Branch	6,000.87	Rate:	\$1.00	Sales Price:	\$101.70
Total Amount Due:				Amount:	\$6,000.87
Your Share:	50.00000%				\$3,000.44

LEASE # 42060

DATE 4/13/2019

VENDOR # 902422

DUE DATE 04/19/19

LESSOR # Stuart Baker

AMOUNT: \$3,000.44

ACCOUNT #	COST CENTER	DESCRIPTION	AMOUNT
22024.00	40000	March Royalty	\$3,000.44

PREPARED BY: Doug
REVIEWED BY: PDD
APPROVED BY:

DATE: 4-10-19
DATE: 4/16/19
DATE:

☐ TECO (PARENT)
☐ GATLIFF COAL
☐ RICH MTN. COAL
☒ CLINTWOOD ELKHORN
☐ PREMIER ELKHORN
☐ PIKE LETCHER

☐ HOLD FOR PICK-UP BY: _____
☐ MAIL
☐ MAIL WITH REMITTANCE
☐ HOLD CK FOR PROPER DOCUMENTATION
☒ OTHER - GIVE CHECK TO BRENDA

CHECK REQUEST FORM

April 2019

Laurel Branch	5,485.23	Rate:	\$1.00	Sales Price:	\$108.02
Total Amount Due:				Amount:	\$5,485.23
Your Share:	50.000000%				\$2,742.62

LEASE # 42060

DATE 5/13/2019

VENDOR # 902422

DUE DATE 05/19/19

LESSOR # Stuart Baker

AMOUNT: \$2,742.62

ACCOUNT #	COST CENTER	DESCRIPTION	AMOUNT
22024.00	40000	April Royalty	\$2,742.62

PREPARED BY: Dory

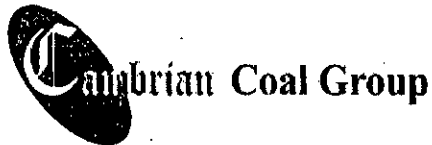
REVIEWED BY:

APPROVED BY:

DATE: 5-14-19

DATE:

DATE:



Clintwood Elkhorn Mining LLC



ISO -9001

November 10, 2017

Stuart Baker
163 Todd Road
Reynolds Ga 31076

Stuart,

The Company has looked over everything you have sent me, and we believe that we can say for sure that you control 50% of the Alex Baker heirs surface. We looked over the document that Patricia Lynn Harvey gave you and it is our belief that it does not give you the right to sign an agreement on Martha's behalf nor take any money on her behalf. Patricia called me, and she is willing to sign the lease on her mother's behalf.

We are paying \$20,000 dollars up front and, of the \$20,000 half will go to you. We pay \$1 dollar per ton surface damage for the rights to mine our coal under your surface. You will get 50% of all future income from our mining operations on the Alex Baker heirs surface. If you are agreeable, please find enclosed a surface lease for the Alex Baker heirs surface. The signature and notary page for you and your wife is on page 23 of the lease. Please sign below your name and have your signatures notarized. I have also enclosed a W-9 form highlighted in yellow where you need to put your social security number and sign and date. When you get all that done please put it in the self-addressed envelope that I have sent along with the lease and drop it back in the mail to me. As soon as I get all the signed leases back I will put a check for your portion of the \$20,000 pre-pay in the mail to you.

If you have any questions please contact me, Dale Dotson by phone at 606-835-3230 (Office) or 606-794-3283 (Cell)

Very truly yours,

A handwritten signature in cursive script that reads 'Dale Dotson'.

Dale Dotson
Land Acquisition Agent
Cambrian Coal Group

SURFACE LEASE AGREEMENT
(Alex Baker Heirs')

THIS SURFACE LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of _____, 2017 by and between, **Jimmy Baker** and **Betty Baker**, his wife, whose address is 2114 Mill Creek Road Hurley VA 24620, **Judy Meadows** and **Braxton Meadows**, her husband. P.O. Box 884 Hurley VA 24620, **Dewey Fields** single, 8753 Hurley Road Hurley VA 24620, **Roger Baker** and **Cathy Baker** his Wife, 8706 Hurley Road Hurley VA 24620, **Steve Baker** and **Glenna Baker**, his wife P.O. Box 917 Hurley VA 24620, **Patsy Graley** and **John Graley** her husband, 1037 Blankenship Road Hurley VA 24620, **Diane Vance** and **Dave Vance** her husband, 1207 8th street Radford VA 24141, **Randy Baker**, single 1010 Watermill Road Hurley VA 24620, **Mark Baker**, and **Cindy Baker**, his wife, 10875 Hurley Road Hurley VA 24620, **Edgar J. Baker** and **Pat Baker** his wife, 16082 Slate Creek Road Grundy VA 24614, **Stuart Baker** and **Donna Baker** his Wife, 163 Todd Road Reynolds, GA, 31076-2410 **Phyllis Rife**, single, 4004 Upper Elk Creek Drive Hurley VA 24620 **Pauline Hunt** and **L. C. Hunt** her husband 54412 State Hwy 194E Stopover KY 41568 and **Patricia Lynn Harvey** attorney in fact for **Mary Martha Hilton** 5345 County Road 352 Keystone heights Florida 32656 ("Lessors"), and **Clintwood Elkhorn Mining LLC**, a Kentucky limited liability company, whose mailing address is P.O. Box 2100, Pikeville, Kentucky 41502 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of a certain tract of surface property situate on Knox Creek, in Buchanan County, Virginia, recorded in the Office of the Clerk of the Circuit Court of Buchanan County, Virginia in Deed Book 84 Page 170 Map I.D. 2HH10734 and being a boundary of 39. acres, more or less

WHEREAS, Lessee desires to lease a **portion** of the above described surface property that is located 50 feet below the Hagy coal seam and/or any leaders, riders or splits thereof, and above, which is generally depicted and shown as outlined in red on Exhibit "A", which is appended hereto and incorporated herein by reference (the "Leased Premises"), and Lessor has agreed to lease unto Lessee the Leased Premises; and,

NOW, THEREFORE, for and in consideration of the sum of the hereinbelow specified surface damage compensation and prepaid rental, the receipt and sufficiency of which is hereby acknowledged, Lessee has bargained and does hereby grant, lease, and demise unto Lessee, for and during the continuance of the term hereof and all extensions of the same, the exclusive rights and privileges to mine and remove by the contour, mountain top, auger mining, thin seam, highwall, or any other reasonable mining method or combinations of such methods, all coal which Lessee desires to mine lying upon, within and underneath the Leased Premises, and from adjacent, contiguous or other properties in the vicinity of the Leased Premises, together with all uses and mining easements, rights, and privileges necessary, convenient, and/or incidental therewith including, but not limited to, the exclusive rights, easements, and privileges as may be reasonably necessary or convenient for and incidental to the exploration, development and mining of said coal by the above methods, and/or any combinations thereof, whether now known or hereafter developed.

The Lessor further grants unto Lessee the right to transport, process, market and ship upon, over, across and through the Leased Premises coal produced from any other lands, whether or not owned by Lessor, the right of ingress, egress and regress into, upon, over, across and through the Leased Premises, at such points and in such manner as Lessee may deem necessary or convenient for or incidental to the purpose(s) herein contemplated, including the performance of reclamation of the lands, the right to construct, operate, use, maintain, and reclaim roads, stockpiles, mine sites, sediment control structures, drainage facilities, powerlines, and other structures necessary or convenient for or incidental to Lessee's operations hereunder upon the Leased Premises or upon other properties, including the right to deposit upon the Leased Premises overburden, strata, earth, stone and/or other materials contained upon, within, and underneath the Leased Premises or such other properties. LESSEE shall not be allowed to construct a "hollow fill" on leased Premises.

The Lessor further grants to Lessee the right to perform its due diligence investigation on the Leased Premises which shall include, but not be limited to, the right to make test borings, including drilling core holes or otherwise prospect for coal, perform geologic and engineering studies, and any other studies or tests which Lessee in its discretion believes are necessary or advisable.

THIS AGREEMENT IS MADE UPON AND IS SUBJECT
TO THE FOLLOWING PROVISIONS:

ARTICLE I

TERM

(1.01) The initial term of this Agreement shall be for a period of ten (10) years from the date hereof. At the end of said initial period, Lessee may extend this Agreement for successive one (1) year periods until Lessee has been released by the Commonwealth of Virginia (and/or the United States of America, if applicable) of the responsibilities under any permit and from its bond or bonds given for such mining operations and permit(s). Such election to extend shall be deemed automatic unless Lessee gives to the Lessors thirty (30) days' notice prior to the expiration of the initial term or thirty (30) days' notice prior to the end of each extended yearly term of its intention not to extend this Agreement.

ARTICLE II

RENTAL

(2.01) Lessee covenants and agrees to pay Lessor in advance the sum of Twenty Thousand Dollars and No Cents (\$20,000.00) (which shall be non-recoupable) for surface damages and prepaid rental hereunder and Lessor acknowledges receipt of the same. At the execution of this Agreement, this sum shall be paid by Lessee to Lessor in the following manner:

(2.03)(2.02) Lessee agrees to pay to Lessor as full compensation for the rights granted herein and damage to the surface of Lessor that will be caused by such mining, the total sum of One Dollar (\$1.00) per ton for each and every ton of clean coal mined by the contour, mountain top, auger mining, thin seam, highwall, or any other reasonable mining method or combinations of such methods, removed and sold by it from the Leased Premises. The tons of clean coal upon which payments are based hereunder shall be calculated in accordance with the method required by Lessee's coal lease for the coal underlying the Leased Premises. Thus, any rejects calculation shall be the same when applied to either the coal lease or this Agreement. Such payment shall be made on or before the 25th day of each month for coal sold during the preceding month. At the time payments are made, Lessee shall furnish Lessor a true and accurate statement showing the number of tons sold during the preceding month. The pertinent records of Lessee as to tonnages shall be open to inspection to Lessor at reasonable times.

(2.04)(2.03) Lessor shall notify the Lessee of any errors, mistakes, disagreements or objections with respect to any payment made pursuant to this Section or the quantity of such clean coal upon which such payments are made, within thirty (30) days from the date of such payment and Lessor's failure to do so shall constitute a waiver of any right to assert such disagreement or objection regarding the amount of such payment or tonnage at any later date.

(2.05)(2.04) In the event that Lessor owns less than the entire one hundred percent (100%) undivided fee interest in and to the surface of the Leased Premises, the payments hereinabove described in Section 2.03, shall be paid in the proportion that Lessor's interests bears to the entire one hundred percent (100%) undivided fee interest in and to the surface of the Leased Premises.

(2.06)(2.05) All payments due Lessor hereunder shall be due and payable by Lessee to Lessor, or to those persons whom Lessor shall designate, in the proportions and as designated on Exhibit B, which is appended hereto and incorporated herein by reference.

(2.07)(2.06) In the event (and as often as such event may occur) that a controversy, dispute, or litigation arises involving the rights of the Parties hereto, and/or adverse claimant(s) makes claim to the Leased Premises or any interest therein, Lessee shall have the right, at its sole option, to continue its operations hereunder and to deposit whatever sums as may be due Lessor hereunder in escrow to be disbursed upon order of a court of competent jurisdiction or other legal resolution of said controversy, dispute, or litigation. Any payment(s) deposited in escrow pursuant to this Paragraph shall be deemed payment to Lessor for purposes of this agreement.

(2.08)(2.07) No change in the ownership of the Leased Premises or in the entitlement of the monies payable by Lessee hereunder shall be binding upon Lessee until there has been furnished to Lessee either the original recorded instrument(s) of conveyance or otherwise transfer of ownership, or a duly certified copy(ies) thereof, sufficient to show a complete chain of title from Lessor.

ARTICLE III OPERATIONS

(3.01) Lessee covenants and agrees that its mining operations upon the Leased Premises shall be conducted in a practical, skillful, and workmanlike manner. Lessee shall have the right to commence or suspend operations hereunder, in whole or in part, at such time(s) as Lessee may elect, at its sole discretion, and any delay in so doing shall not be a default under this Agreement. Lessor recognizes that the Leased Premises are or may be one of several contiguous, adjacent, or properties located in the vicinity of the Leased Premises from which Lessee may mine coal. Therefore, the Parties hereto have agreed hereinabove upon an adequate prepaid rental which shall be recognized as adequately compensating Lessor throughout the term, or extended term(s) of this agreement when, for any reason, coal is not being mined from the Leased Premises.

(3.02) Lessee covenants and agrees to use reasonable efforts to conduct its mining operations and other activities hereunder in compliance with applicable federal, state, and local laws and regulations; provided, however, Lessor (to the full extent they may do so) does hereby waive Lessee (i) from any and all legal prohibitions against mining within any minimum distance of any boundary line(s) between the Leased Premises and adjacent land(s), and (ii) from any and all legal prohibitions against conducting coal mining and reclamation operations, and any and all activities associated therewith, upon the Leased Premises within three hundred (300) feet, or any lesser distance to and including zero (0) feet, of an occupied dwelling or other structure, whether now or hereafter located upon the Leased Premises. Lessor acknowledges that he has the legal right to deny such coal mining operations and that they do hereby knowingly waive such right as aforesaid.

(3.03) Lessor acknowledges and agrees that the various coal mining operations and other activities conducted upon the Leased Premises hereunder may be conducted in any manner(s) and to such degree(s) allowed under applicable federal, state, and local law and regulation. To such end, Lessor acknowledges and agrees that such coal mining operations and other activities may include (but not be limited to) (i) the permanent retention of roads, fills, ditches and/or other drainage structures and facilities upon the Leased Premises hereunder, and (ii) change(s) of the present and/or future premining land use of the Leased Premises, in whole or in part, to designated post-mining land use(s) of pasture land, forest land, fish and wildlife, and/or any other post-mining land use(s) now and/or hereafter recognized by the Virginia Department of Mines, Minerals, and Energy---Division of Mined Land Reclamation, or its governmental successor(s) or a combination thereof, which Lessee may from time to time designate pertaining to the Leased Premises. The Lessee shall make application to the Virginia Department of Mines, Minerals, and Energy--Division of Mined Land Reclamation to allow for the permanent retention of the roads located on the Leased Premises as permanent post-mining use access roads, and will use its best efforts to obtain the approval for the retention of said roads. Lessee agrees that upon completion of mining, and once Lessee has been released by the Commonwealth of Virginia and/or the United States of America from the responsibilities under any permits and bond(s) given for its mining operations and permits, it shall re-establish Lessor's "four-wheeler" trail on those areas which were disturbed by Lessee's operations, sufficient for passage by "all-terrain" vehicles only.

(3.04) In connection with the respective provisions of the preceding paragraphs contained in this Article, Lessor agrees to execute and deliver unto Lessee, as Lessee may reasonably request from time to time during the continuance of this Agreement, all waivers, consents (including, but not limited to, the retention of the coal haul road upon the Leased Premises as a "post-mining land use" access road) and/or other instruments required, by applicable statute and/or regulations, to be signed by Lessor which are or may become necessary, convenient, and/or desirable to Lessee for the permitting of its various coal mining operations and other activities conducted upon the Leased Premises hereunder.

(3.05) If applicable, upon completion of mining, the Lessee shall reestablish the boundary lines of the Lessor and the adjoining surface property owners and shall mark the same with permanent markers.

(3.06) Lessor covenants and agrees to refrain at all times (during and after the expiration or sooner termination of this Agreement), from all activities upon the Leased Premises that may interfere with and/or disturb Lessee's operations (including, but not limited to, post mining reclamation) upon the Leased Premises. The provisions of this paragraph shall survive the expiration or sooner termination (from whatever reason) of this Agreement.

ARTICLE IV INDEMNIFICATION

(4.01) Lessee covenants and agrees to indemnify and forever save Lessor harmless against any and all liabilities, demands, liens, claims, and suits of every kind, nature, and description, on account of (i) injury or death of any person(s), (ii) damages to or loss of property, or (iii) violation of law or other government regulation arising out of Lessee's mining operations and other activities upon the Leased Premises hereunder, together with all costs and expenses (including, but not limited to, reasonable attorneys' fees) that may be incurred by Lessor in connection therewith. This indemnity is general in nature, and shall include, without limitation, indemnification of Lessor for the escape, seepage, leakage, spillage, discharge, emission, or release either over the surface of the ground, through the air, or through the earth of any Hazardous Material, or the breach of any Environmental Law by Lessee during its performance hereunder. Lessor agrees (i) to give Lessee timely and expeditious notice of any such liabilities, demands, liens, claims and/or suits made against Lessor so that Lessee's ability to defend, settle, and/or mitigate the same is not prejudiced; and, (ii) to fully cooperate with Lessee in the defense and mitigation of such liabilities, demands, liens, claims and/or suits made against Lessor; all of which Lessee shall have the right to defend, mitigate, and/or settle the same as, when, and to the extent Lessee, in and its sole discretion, may then elect.

(4.02) As used herein the term "Environmental Law" shall mean, any federal, state, local, or foreign law, statute, decree, ordinance, code, rule, or regulation, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Virginia Coal Surface Mining Control and Reclamation Acts, and the Federal Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 5 1201 et seq.), the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, and any federal, state or local so-called "Superfund" or "Superlien" law or ordinance (all of the above mentioned laws or regulations in their present form or as subsequently amended) relating to the emission, discharge, release, or threatened release into the environment (including, without limitation, ambient air, surface water, groundwater or land) of any pollutant, contaminant, chemical, hazardous, toxic, or dangerous waste, substance, or material (including, without limitation, petroleum products and derivatives), or otherwise relating to the manufacture, processing, distribution, use, treatment,

storage, disposal, transport, or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated, or approved there under. As used herein, the term "Hazardous Material" shall mean any pollutant, contaminant, chemical, hazardous, toxic, or dangerous waste, substance, or material (including, without limitation, petroleum products and derivatives), or any other substance or material regulated or controlled pursuant to any Environmental Law now or at any time hereafter in effect, including any other substances defined as "hazardous substances" or "toxic substances", or the like, in any Environmental Law.

(4.03) Lessee shall obtain, with state agencies and insurance companies authorized to conduct business in the Commonwealth of Virginia, and not unacceptable to Lessor, or shall provide on a self-insured basis, the following insurance coverage, which shall be maintained throughout the term of this Agreement:

(4.03.01) Comprehensive General Liability Insurance having minimum limits totaling \$1,000,000 each occurrence, \$2,000,000 aggregate, for death, bodily injury, and property damage, which shall include coverage for, but not be limited to, (i) premises operations, (ii) contractual liability, (iii) cross-liability, (iv) damage to underground property, and (v) products and completed operation; and,

(4.03.02) Automobile Liability Insurance which includes owned, non-owned, and hired vehicle coverage with minimum limits totaling \$1,000,000 for death, bodily injury, and property damage claims; and,

(4.03.03) Unemployment Benefits Coverage as required under any State or Federal Laws and regulations for all of Lessee's employees; including, but not limited to, any bonds to governmental agencies for the purpose of insuring the payment of wages and benefits by Lessee to its employees; and,

(4.03.04) Each of the above required policies of insurance shall be written on an "occurrence" basis unless the policy is available only on a "claims made" basis, in which case, upon written authorization by Lessor, the Lessee shall obtain a "claims made" policy, and insurance coverage shall be maintained for a period of at least five (5) years after the termination, cancellation, or expiration of this Lease Agreement. Lessor does not express any opinion as to the sufficiency of the above required liability limits. The amount of the insurance coverage shall not be a limitation on any liability of Lessee provided for in this Agreement, but shall be additional security for such liability. The liability insurance shall be primary and not contributory as to any insurance Lessor may have in effect. The Lessee may, at its sole discretion, insure its vehicles, mobile equipment, or other physical assets for direct property damage. All of the above-mentioned insurance shall specifically provide that it applies separately to each insured against which a claim is made or suit is brought, except with respect to the limits of the insured's liability, and that all rights of subrogation against the Indemnified Persons are waived. Prior to commencing its operations hereunder, Lessee shall provide Lessor

with copies of the policies of insurance and certificates of workers' compensation coverage required under this Lease Agreement. The Indemnified Persons shall be named as additional insured on such policies, which shall also contain written assurance of the insurance company or companies that Lessor will be advised in writing not less than thirty (30) days prior to any cancellation of any policy; and,

(4.03.05) Workers' Compensation, Employer's Liability, and Black Lung Coverage. Lessee shall provide workers' compensation coverage for its employees, and shall require its subcontractors, if any, to maintain equivalent coverage. Also, Lessee shall maintain (and shall require its subcontractors to maintain) insurance for, or shall otherwise guarantee, the payment of federal black lung benefits to its employees in accordance with applicable laws. Upon request, Lessee shall certify to Lessor its and its subcontractors' compliance with the above-mentioned laws and regulations.

ARTICLE V DEFAULT

(5.01) In the event of failure of Lessee to make payment of monies due Lessor pursuant to this Agreement within thirty (30) days after the time(s) herein fixed for such payment(s), Lessor shall give written notice to Lessee of such default(s) and Lessee shall have a period of thirty (30) days after the receipt of such notice of payment default(s) to correct such payment defaults. In the event Lessee does not correct such defaulted payments within thirty (30) days after its receipt of said notice, Lessor, at his option, may thereafter terminate this Agreement. Provided, however, in the event, and as often as such event may occur, of a dispute between the Parties hereto concerning an alleged default by Lessee under this Agreement relevant to this paragraph, it is stipulated between the Parties hereto that said thirty (30) day period shall not commence until final agreement or adjudication, as the case may be, as to the validity of any such default(s).

(5.02) In the event of any default on the part of Lessee under the provisions of this Agreement on its part to be kept, performed, and/or observed, other than the failure of Lessee to make payments of monies due Lessor as mentioned hereinabove, Lessor shall give written notice to Lessee of such default(s) and Lessee shall have a period of forty-five (45) days after its receipt of said notice to make substantial progress or to take substantial action as to correct such default(s). In the event Lessee does not make substantial progress or does not take substantial action to correct such default(s) within said forty-five (45) day time period, Lessor, at his option, may thereafter terminate this Agreement. Provided, however, in the event, and as often as such event may occur, of a dispute between the Parties hereto concerning an alleged default by Lessee under this Agreement relevant to this paragraph, it is stipulated between the Parties hereto that said forty-five (45) day period shall not commence until final agreement or adjudication, as the case may be, as to the validity and curability of any such default.

(5.03) Notwithstanding anything herein to the contrary, Lessee shall not be deemed to be in default until such time as the below-mentioned arbitrator renders a decision as to the issue in dispute.

ARTICLE VI ARBITRATION

(6.01) Any disagreement or dispute between the parties hereto as to any of the rights or obligations of the parties to this Lease or to the performance or non-performance of any of the provisions hereof, other than the failure of Lessee to render an account of and pay royalties when due as provided herein, shall be submitted to arbitration at the option of either Lessor or Lessee. Any such arbitration shall be conducted pursuant and subject to the jurisdiction of 9 U.S.C. et. seq. and as follows:

One arbitrator shall be chosen by Lessor and one by Lessee within 10 days after notice in writing from either party to the other; the two so chosen shall select a third arbitrator within 5 days after the selection of the second of them. If either party shall fail to select an arbitrator within said period of 10 days, such arbitrator may be appointed by the federal court having jurisdiction over the area in which the Leased Premises or any part thereof is located, upon application of the other party. The award of the arbitrator shall be in writing within 15 days from the final submission of the question(s) to the arbitrators and 1 copy thereof shall be furnished to each of the parties thereto. An award by all or a majority of arbitrators shall be final, conclusive and binding on the parties to the question or questions submitted at arbitration. The arbitrators shall determine the cost of the arbitration, including reasonable compensation to the arbitrators and such cost shall be assessed against both parties.

ARTICLE VII MISCELLANEOUS

(7.01) Any notice(s) which Lessor or Lessee may, from time to time, elect to tender to each other hereunder shall be written and served via U. S. Certified Mail (postage prepaid, return receipt requested) addressed as follows to the below designated individual(s) (or to such other mailing address(es) and individual(s) which either party may, from time to time, designate via notice of that effect to the other party); to-wit:

LESSORS:

Jimmy Baker and Betty Baker

2114 Mill Creek Road
Hurley VA 24620

Judy Meadows and Braxton Meadows

P.O. Box 884
Hurley VA 24620

Dewey Fields

8753 Hurley Road
Hurley VA 24620

Roger Baker and Cathy Baker

8706 Hurley Road
Hurley VA 24620

Steve Baker and Glenna Baker

P.O. Box 917
Hurley VA 24620

Patsy Graley and John Graley

1037 Blankenship Road
Hurley VA 24620

Diane Vance and Dave Vance

1207 8th street
Radford VA 24141

Randy Baker

1010 Watermill Road
Hurley VA 24620

Mark Baker and Cindy Baker

10875 Hurley Road
Hurley VA 24620

Edgar J. Baker and Pat Baker

16082 Slate Creek Road
Grundy VA 24614

Stuart Baker and Donna Baker
163 Todd Road
Reynolds GA 31076

Phyllis Rife
4004 Upper Elk Creek Drive
Hurley, Va. 24620

Pauline Hunt and L. C. Hunt
54412 State Hwy 194E
Stopover KY 41568

Patricia Lynn Harvey
5345 County Road 352
Keystone heights Florida 32656

LESSEE:

Clintwood Elkhorn Mining LLC
P.O. Box 2100
Pikeville KY, 41502

Notices tendered in accordance with the provisions of this paragraph shall be (when mailed) deemed served for all notice purposes of this Agreement upon its receipt.

(7.02) Lessor warrants generally the title to the Leased Premises and their one hundred (100%) per cent ownership of the same and the rights, titles, estates, interests, easements, and privileges hereby granted, leased, and demised unto Lessee.

(7.03) The parties hereto agree that the captions and headings of the various provisions of this Agreement are for the purpose of convenience only and in no way define, limit, affect, and/or describe the scope or intent of this Agreement and/or the respective rights and obligations hereunder of the Parties hereto.

(7.04) Lessee shall have the right to assign this Agreement, in whole or in part.

(7.05) The relationship between the Parties hereto created by this Agreement is only that of lessor and Lessee. Nothing contained herein or implied hereby (i) shall be construed as

creating hereunder any relationship between the Parties hereto other than that of lessor and Lessee, or (ii) shall be construed as creating or conferring hereunder or by reason hereof any rights, remedies, benefits, obligations, causes of action, and/or chooses in action in or to any person(s) and/or entity(ies) other than the Parties hereto and their respective successors and assigns.

(7.06) This Agreement shall be governed and construed in accordance with the substantive law of the Commonwealth of Virginia.

(7.07) Lessor covenants and agrees to enter into a Memorandum pertaining to this Agreement, appropriate for recording purposes, when as may be reasonably requested by Lessee.

(7.08) This Agreement (i) may not be amended, supplemented, altered and/or otherwise modified, in whole or in part, except by written executed agreement between the parties hereto, (ii) constitutes the entire agreement between the parties hereto with respect to the subject matters hereof, and (iii) supersedes all prior and contemporaneous representations, negotiations, understandings, and agreements between the parties hereto concerning the subject matters hereof. No evidence of any amendment, supplement, alteration, and/or otherwise modification of this Agreement, in whole or in part, shall be received in any controversy arising out of or pursuant to the same unless written and executed as aforesaid.

(7.09) Lessee covenants and agrees to furnish Lessor, upon the latter's reasonable request, copies of all of Lessee's surveys, notes, maps, and property title and location information pertaining to the Leased Premises.

(7.10) Lessor does hereby stipulate that the rights, titles, interests, estates, easements, and privileges granted, leased, and demised hereby (i) are not and shall not be construed to be a waiver of, or be in derogation of, any of the rights, titles, interests, estates, easements, and/or privileges which Lessee and/or Lessee's parent, affiliate and subsidiary corporations, successors and assigns, or any of them, respectively now have or will have in the future under any deed, lease, sublease, assignment and/or license which it or they hold or will hold, and (ii) supplement, and are in addition to, those rights, titles, interests, estates, easements, and privileges which are now held or which may in the future be held respectively by Lessee and/or Lessee's parent, affiliate, and subsidiary corporations, successors and assigns, or any of them, under or by virtue of any deed (s) pertaining to the mineral estate(s) upon, within, and underneath the Leased Premises.

(7.11) Notwithstanding anything in this Agreement to the contrary, Lessee shall have the right at all times to surrender and terminate all of its rights in and to this Agreement and the Leased Premises, and upon such surrender and termination, Lessee shall be released of its obligations hereunder. In the event that Lessee exercises its rights to surrender and terminate this Agreement, the Lessee shall give Lessor thirty (30) days written notice during any term or extension thereof that this Agreement is in effect, such notice to be given in the manner as

required hereunder. This Agreement shall terminate thirty (30) days after the giving of the notice required herein.

(7.12) Lessee shall have the right after the surrender and termination of this Agreement to enter upon the Leased Premises for the purpose of reclaiming areas disturbed by Lessee's mining operations and otherwise comply with the requirements of any federal, state or local law, rule, regulation or ordinance and fulfilling all requirements set forth in any permits issued to Lessee by any governmental agency.

(7.13) This Agreement, and each of its provisions, shall inure to the benefit of and be of binding effect upon the Parties hereto, and their respective successors, heirs, assigns, executors, administrators, and representatives.

IN TESTIMONY WHEREOF, the parties hereto have hereunto subscribed this Agreement (these presents having been executed in multiple copies, each of which shall be treated and considered as a complete original), effective the date first above written.

LESSORS:

JIMMY BAKER

BETTY BAKER

STATE OF _____

COUNTY OF _____

Subscribed, sworn to, and acknowledged before me by Jimmy Baker and Betty Baker his wife, on this the _____ day of _____, 2017.

My commission expires: _____

Notary Public

STUART BAKER

Stuart Baker

DONNA BAKER

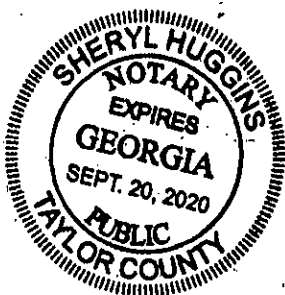
Donna Baker

STATE OF Georgia

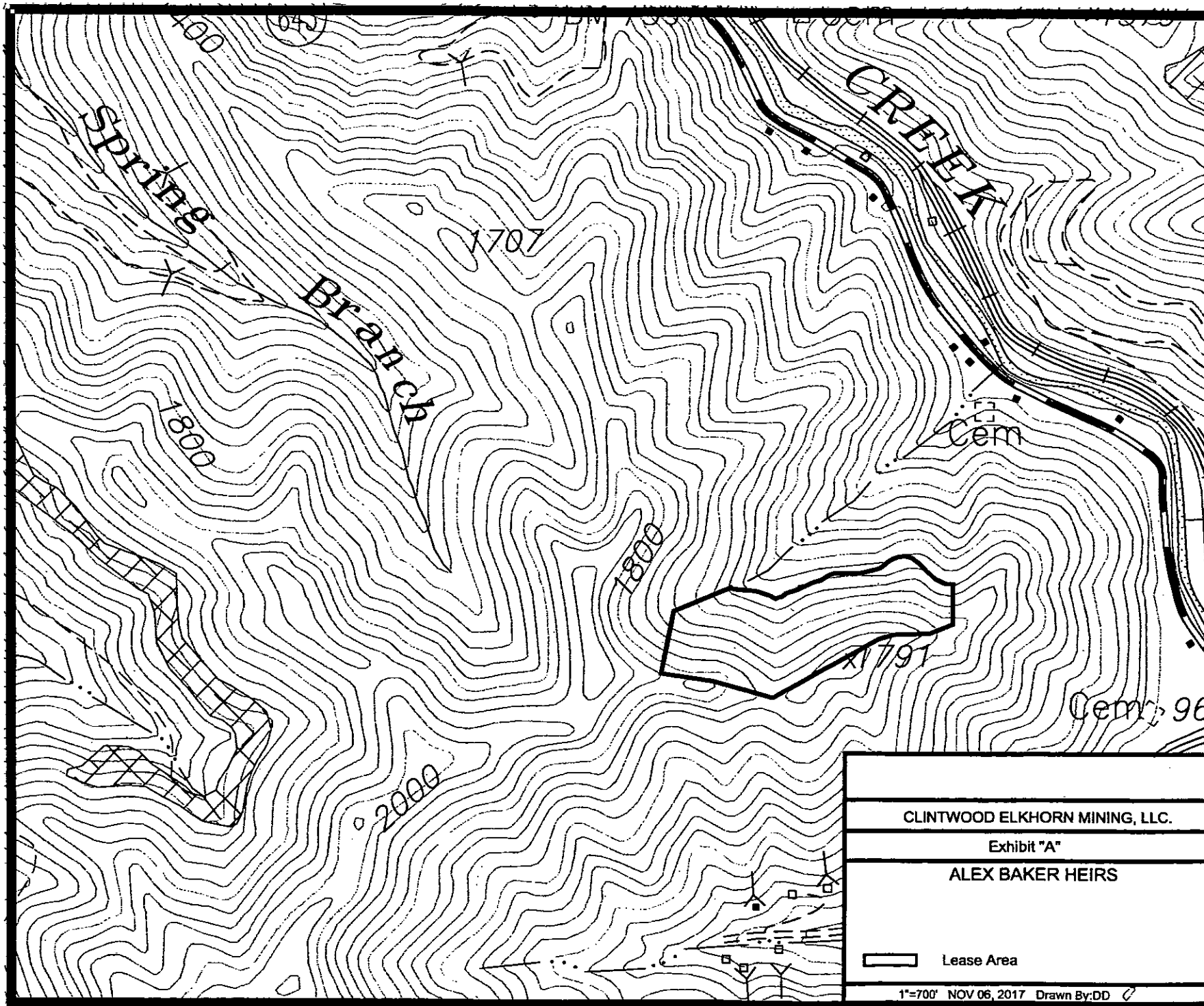
COUNTY OF Taylor

Subscribed, sworn to, and acknowledged before me by Stuart Baker and
Donna Baker his wife, on this the 21 day of November, 2017.

My commission expires: September 20, 2020



Sheryl Huggins
Notary Public



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