

RECEIVED

JUL 22 2019

LEGAL SERVICES

Fill in this information to identify the case:

Debtor 1 Cambrian Coal LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Kentucky

Case number 19-51200

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

CDC



Official Form 410

Proof of Claim

04/16

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?	<u>Hubdrive GmbH</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Dynamics Industries, xRM1, itara</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Hubdrive GmbH</u> Name <u>5 Beethovenstrasse</u> Number Street <u>Wuerzburg, DE</u> <u>BY</u> <u>97080</u> City State ZIP Code Contact phone <u>+4993166084222</u> Contact email <u>lachner@hubdrive.com</u>	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): <u>06193-B0K2M</u>		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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: 0 6 1 0

7. How much is the claim? \$ 22,857.60 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 (Software Licenses)

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: \$ _____
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 one:

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

☐ Up to \$2,850* 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 \$12,850*) 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 4/01/19 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 07/12/2019
MM / DD / YYYY

Signature

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

Name	Bernd Lachner		
	First name	Middle name	Last name
Title	Managing Director		
Company	Hubdrive GmbH (formerly Dynamics Industries GmbH, formerly itara GmbH)		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	5 Beethovenstrasse		
	Number	Street	
	Wuerzburg / GERMANY		BY 97080
	City	State	ZIP Code
Contact phone	+4993166084222		Email lachner@hubdrive.com

Order valid for Americas, Asia, Africa, Australia and all other countries
xRM1 Business Solutions for the Microsoft Dynamics Platform

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Cambrian Coal LLC
PO Box 2100
Pikeville KY 41502-211

Executive Summary








Challenge

Cambrian coal is currently facing the challenge of its aged IT Infrastructure, which is highly valuable and costly to be maintained with less and less IT-Resource available supporting the technology. Also current HR Processes are highly labourious and require a lot of manual efforts. Especially, the very particular accrual processes and payment preparation is consuming a lot of resources in HR and is highly ineffective, unstable. So frequent discussions between HR, Supervisors and Staff are the consequence. Therefore, a modern and future oriented easy to be maintained standard software solution should be procured. Especially, for the accruals this solution needs to be very flexible and easy to be maintained.

Solution

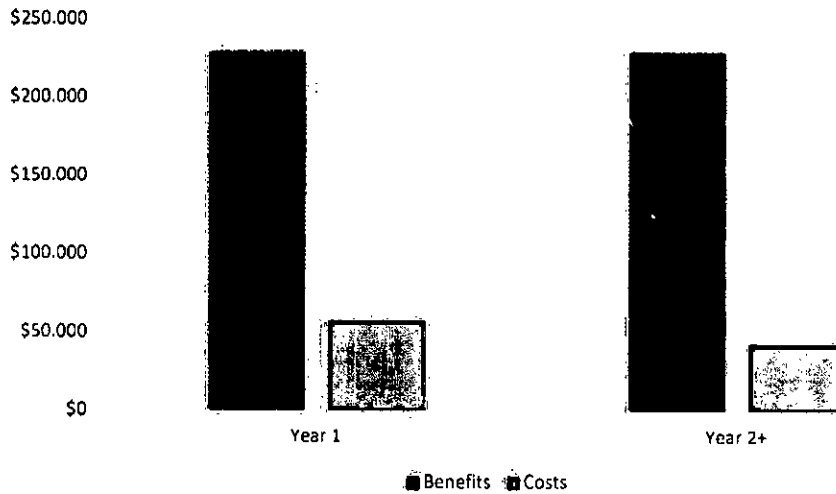
During various intensive live meetings with HR and IT Professionals from various Cambrian coal locations, Dynamics HR-Management based on Microsoft Dynamics 365 has proven its capabilities. Especially, the easy to handle IT-Infrastructure (highly stable, easy to adjust, Maintained by Microsoft Cloud Centers), Standard HR Processes and Interfaces (full employee life-cycle in one tool) and the easy adjustment possibilities impressed the future users. In a special session with various of the HR-Managers of Cambrian coal, xRM1 – the manufacturer of Dynamics HR-Management – proved to the team how easily and effectively the complex accrual processes can be added, automated and adjusted by the Cambrian coal team to future changes. The users were highly satisfied with what they saw.

Benefits

-  Modern IT Plattform (flexible, safe, robust, cloud) reduces efforts and risks of failures of the old system that "could fail any minute" and "no one can maintain"
-  Reduction in errors in the daily processes due to high amount of automation, reduced the questions and discussions between supervisors, staff and HR
-  Easy to adjust platform can be handled by Cambrian coal avoiding expensive development consultants
-  Reduction in processing times within HR freeing up staff capacities in the HR Departments
-  Easy to be maintained cloud platform avoids additional it capacity
-  Future processes could be added easily to the platform also for other departments
-  Great ROI, see details below – even with only a fraction of the benefits quantified to date – "there is much more in there" (confirmed by the Cambrian coal team).

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Benefit-Invest-Overview



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1 Customer's planned Benefit-Overview

#	Processes or Area	Annual Value
1	Reduction of minimum 50% of all HR related Administration	150000\$
2	Reduction in Errors and Discussions (average 2% of Workload reduced)	49000 \$
3	Savings in IT Administration and Support due to modern platform	30000 \$
		229000 \$

2 Investment required

2.1 Dynamics HRM Licenses

Solution	Licenses Subscription	Quantity	User/Month	Total
Dynamics HR Management	Staff (Pack of 10 Licenses)	72	45,00 \$	3240,00 \$
	Employee	0	9,50 \$	0,00 \$
	Supervisor	30	35,00 \$	1050,00 \$
	HR Manager	8	59,00 \$	472,00 \$
Monthly Subtotal				4762,00 \$
Project Discount		x	20%	-952,40 \$
Maintenance contract is included in the subscription price				Monthly Total 3809,60 \$

This order replaces all pre-existing orders.

In order to operate the above mentioned solution, you may need Microsoft Dynamics licenses. For the usage of job sites, social networks, CV parsing, portal functionalities etc. you may require 3rd party licenses. These licenses are not part of this offer.

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3 Service Packages

HR Management Best Practice Live	Quantity	Price	Total
Introduction	1	185 \$	185 \$
Data migration (optional, time & material)	X	185 \$/h	T & M
Solution Live (installation, configuration, licenses, wizards, roles)	1	740 \$	740 \$
Solution overview (mandatory)	1	370 \$	370 \$
Setup of organizational basics (mandatory)	1	740 \$	740 \$
Personnel recruiting	1	1480 \$	1480 \$
Personnel organization	1	1480 \$	1480 \$
Personnel development	1	740 \$	740 \$
Employee Cockpit	1	370 \$	370 \$
Templates – setup and usage	1	370 \$	370 \$
Mobile extensions	1	370 \$	370 \$
Customizing xRM1	1	370 \$	370 \$
Total			7215 \$

4 Payment Schedule

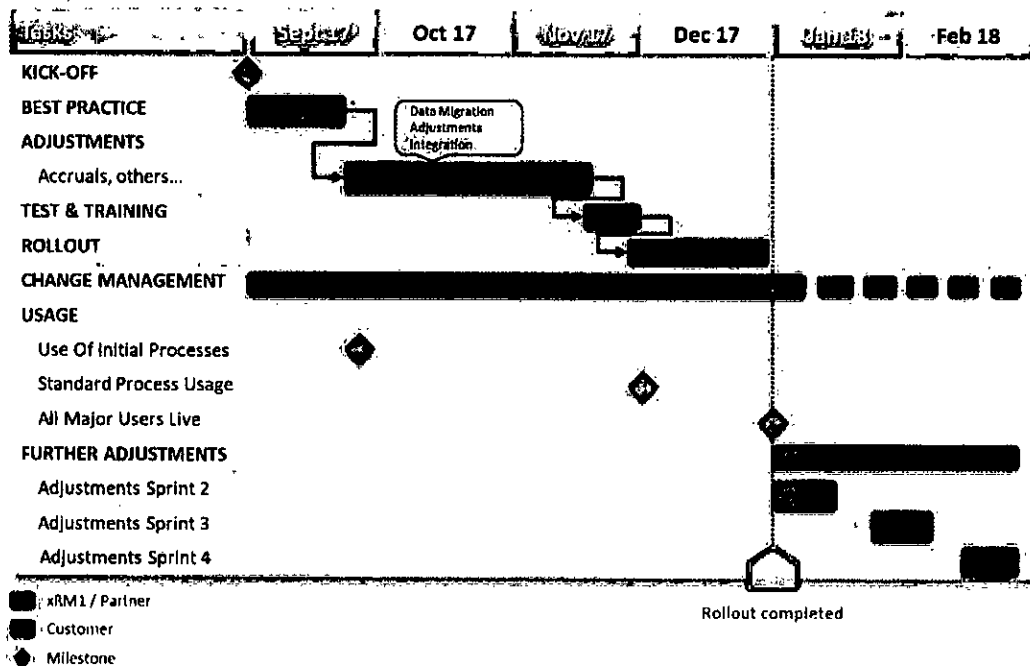
For all payments are due prior to the rendering of the service / use of the licence.

This quotation is valid until **August 21st, 2017**. Therefore the payment schedule shows as follows:

Payment for:	Amount	Due Date
Instalment 1 - Subscription Licenses	7619,20\$	Sept.1 st ,2017
Instalment 2 - Subscription Licenses / Services	14834,20\$	Oct.1 st ,2017
Instalment 3 - Subscription Licenses	7619,20\$	Nov.1 st ,2017
Instalment 4 - Subscription Licenses	22857,60\$	Mar. 1 st ,2018

5 Preliminary Project plan

Based on **Order Entry August 21st, 2017** the preliminary project plan would look as follows:



6 Special Terms

For orders received before 21.08.2017, xRM1 Business Solutions is offering the following special terms. Any order received after this deadline is valid and will be accepted, however, with the deduction of the project payment schedule and Project Discount.

6.1 Project Payment Schedule

xRM1 Business Solutions is offering a one-time project payment schedule if the order is received by **21.08.2017**. All subsequent payments are to be made bi-annually by September 1st and March 1st in advance to maintain the Project Discount.

6.2 Project Discount

xRM1 Business Solutions is offering a one-time project discount of **11428,80\$** if the order is received by **21.08.2017**. The discount is already included in the payment schedule.

xRM1 renders its services solely (only) on the basis of this contract. This contract is governed by the terms and conditions of xRM1, version 059 (<http://www.xrm1.com/en/about/terms-and-conditions.htm>). Handwritten annotations on the order form are invalid.

Quote valid until August 21st, 2017.

Order Confirmation Customer

<u>8/18/2017</u>	<u>CAMBRIAN COAL LLC</u>	<u></u>
Place, Date	Company name or stamp	Signature Customer

Please fax the signed document from page 1 up to this page to +49 (931) 66084-40111 or by email to sales@xrm1.com

7 License Model

7.1 Dynamics HR Management

Functions	Staff	Employee	Supervisor	HR Manager
Access to Dynamics Platform		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mobile Apps *		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Office Integration *		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Outlook Client *		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Skill Management	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Job History	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Scorecards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Leave and Vacation Tracking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Process Assignments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Management of Certificates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attendance & Overtime Tracking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Customizeable Employee Cockpit		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Change own employee data		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Time Entry on Dynamics 365 Standard Entities		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Request for Leave		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Travel & Expenses		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Target Achievement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
My Personal Reports		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Evaluate oneself and others		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Run Performance Reviews			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Absence Management			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Absence Calendar			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
My Team Based Reporting			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Application Management			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Global Reporting				<input checked="" type="checkbox"/>
Staff Management				<input checked="" type="checkbox"/>
Process Management				<input checked="" type="checkbox"/>
Process RACI Definition				<input checked="" type="checkbox"/>
Job Specifications				<input checked="" type="checkbox"/>
Candidate Management				<input checked="" type="checkbox"/>
Onboarding Management (Using Project Templates)				<input checked="" type="checkbox"/>
Offboarding Management (Using Project Templates)				<input checked="" type="checkbox"/>
Payroll Integration				<input checked="" type="checkbox"/>

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8 Best Practice Live in days

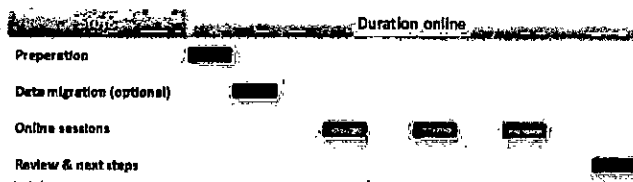
8.1 The Challenge

- ☐ You want to use the advantages of the solution within a short time?
- ☐ You want to build upon Best Practices of the software?
- ☐ You want to implement at costs which are known beforehand?
- ☐ You have a lot of work, nevertheless you want to implement the solution parallelly?

8.2 xRM1 Best Practice Implementation – the solution

With the xRM1 Best Practice Implementation, you implement an xRM1 Business Solution in your organization within days. You receive an implementation close to the standard, based on Best Practice processes and templates from the software at a fixed price. In addition, your employees receive extensive coaching on the job. Thus, they get security in the processes and the usage of the Software.

8.3 Process online and on-site



Per session, the process is as follows:

- ☐ Presentation of Best Practice approaches and procedures by the xRM1 consultant
- ☐ Selection and detailing of the desired procedure close to the standard
- ☐ Adaption of the system configuration and templates
- ☐ Validation of the solution with real examples
- ☐ Additional ideas, remarks, requirements and adaptations to the standard will be documented for later prioritization, cost-benefit consideration, decision by the client as part of a separate product.

Afterwards, you can adapt forms, create workflows or adapt lists on your own. How to do this is shown in our eLearning Portal.

8.4 What is the price of Best Practice Live?

The following chart shows the approximate time needed, based on our long-term experience, for your orientation. Just count the desired hours. After that, we prepare your offer.

Nevertheless, we stay flexible in the sessions and react to your priorities.

8.5 Dynamics HR Management Action Fields

Action field	h
Introduction	1
Data migration (optional, time & material)	---
Solution Live (Installation, configuration, licenses, wizards, roles)	4
Solution Overview (mandatory)	2
Setup organizational basics (mandatory)	4
Personnel recruiting	8
Personnel organization	8
Personnel development	4
Employee Cockpit	2
Templates (Setup and Usage)	2
Mobile extensions	2
Customizing xRM1	2

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General

xRM1 is a trademark of Itara GmbH. Itara GmbH, Beethovenstrasse 5, 97080 Würzburg, Germany is the legal entity and takes the responsibility as a supplier. All further reference to xRM1 Business Solutions is defined as further trademark, product and service of Itara GmbH.

xRM1 renders its services and delivers its products solely (only) on the basis of this terms & conditions. Any additional terms & conditions or general purchasing terms of the contracting party are hereby rejected. Handwritten annotations on the order form are invalid. Offers have a validity period of 10 days after delivery.

1 Terms & Conditions for Software Licenses

1.1 General

The xRM1 Business Solutions are compatible to each other and can be used at once in a system. The minimum order quantity is three licenses, also for re-orders and upgrades.

1.1.1 Warranty

The warranty period for xRM1 Business Solutions software is 6 months. Errors in programs of third parties that xRM1 did not develop but has simply installed or adapted shall not be covered by xRM1 warranty. Costs for eliminating such errors, for example through service packs or hotfixes of the individual manufacturers, will be billed according to xRM1's price list. xRM1 cannot ensure that the corresponding manufacturers offer bug fixes.

1.1.2 Billing, Payment and Shipment

Payments made by the client are always accounted against the earliest open demands. E-mails and fax messages of xRM1 are considered as written documents. All prices shall be net prices to be paid at once, plus the legal value added tax.

The following invoicing regulations and payment terms shall apply, according to the country of the customer and the license type.

1.1.2.1 Purchased software licenses

- Invoicing is done immediately after order reception, with net due upon receipt of invoice.
- The customer can request to receive a trial license (valid for 14 days).
- Delivery of permanent licenses is done after order reception. Re-installing the software is not required.

1.1.2.2 Software license subscriptions

- Payments are withdrawn monthly.
- The first installment is due immediately after order reception.
- The customer receives, upon request, a temporary license (valid for 14 days).
- Once the first recorded installment is received, the customer is issued a license valid for 3 months. Re-installing the software is not required.
- Provided that all monthly payments are received, the customer will receive a new license in 3-month intervals. Re-installing the software is not required.

1.1.2.3 Available Payment Methods

Area	Currency	Subscription	Purchase
Germany, Austria, Switzerland	EUR	Mastercard, VISA	Bank transfer, Mastercard, VISA
Rest of EU	EUR	Mastercard, VISA	Mastercard, VISA
USA and Rest of World	USD	Mastercard, VISA, American Express	Mastercard, VISA, American Express, If Amount > 10,000: Bank transfer

International bank transfer payments shall be made as OUR bank transfers, i.e. the payer assumes all bank fees.

1.1.3 Liability

xRM1 is liable for damage caused as follows:

- For culpable damage caused to the customer's life and limb and health
- If xRM1, its representatives, or agent are found to be culpable of intent or gross negligence
- For claims under the product liability law, in so far as they are related to business customers
- Any other legally binding statutory claims.

This limited liability is final. It is applicable to all claims for damages, regardless of their legal bases, particularly with regard to pre-contractual or auxiliary contractual claims.

In no case will the liability exceed the purchase price of the software or the value of xRM1's liability insurance.

In the event xRM1 is found to be culpable for the loss of data, xRM1's liability is limited to the expenses for the copying of the back-up copies and for the reconstruction of data which would be lost also in case of regularly back-ups. The customer shall be responsible for making back-up copies. The customer is obliged to make back-up copies of their data at least once a day. Failure to comply with this obligation is deemed to be contributory negligence.

1.1.4 Reference

The customer grants xRM1 the right for mentioning the customer's company name and company logo for marketing purposes.

1.1.5 Reference Agreement

The customer agrees to become an xRM1 reference customer on the condition that they are satisfied with the software.

Becoming a reference customer starts with a customer satisfaction call. A quote of the customer satisfaction call will be published on the xRM1 website along with the customer's company name and company logo. The content will be approved by the customer prior to publishing.

Furthermore, xRM1's Marketing Team is entitled to create a reference story with the customer. Additionally, other xRM1 prospects and customers can contact the customer. Such calls will be advised and scheduled between xRM1 and the customer.

In case the customer is not satisfied with the software, it can be disagreed any time.

1.1.6 Confidentiality and Data Protection

The parties of the contract mutually agree to treat all information and documentation as well as materials (in particular software and stored data) with no expiration as confidential or secret, as long and to the extent that it is not proven public knowledge. Such confidential information, which is characterized by a contractor as confidential or secret, must also be treated as a business or trade secret. Also, the contractual parties guarantee that all their employees, representatives, or agents that they engage to

fulfill this contract shall treat such Information as confidential.

Excluded by this regulation is the legitimate request for Information by official agencies, such as supervisory authorities, law enforcement agencies or courts.

In accordance with this contract, xRM1 will process relevant personal data in strict accordance with the German federal data protection act.

The regulations in this paragraph shall remain valid even after the expiration of this contract.

1.1.7 Performance and Jurisdiction

The legal relationships between the parties are arising out of, or in connection with this contract, shall be governed by the laws of the Federal Republic of Germany. The laws of the Federal Republic of Germany are exclusively applicable, excluding the reference rules of Private International Law and excluding the UN Convention on Contracts for the International Sale of Goods (CSIG). Place of performance and jurisdiction respectively is Würzburg, Germany.

1.1.8 Modifications, Supplementary Agreements, and Severability clause

Amendments to this agreement must be made in writing. Verbal agreements are not seen as valid.

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the place of the invalid or unenforceable provision, a reasonable provision shall apply which insofar as legally possible comes closest to fulfilling the original intention of the parties to the contract had they considered this point upon conclusion of the contract. The preceding provisions apply accordingly in the case that the contract is incomplete.

1.2 Software licenses

1.2.1 Delivery of Software

xRM1 shall provide the customer with the software as compiled code. Delivery includes an Installation manual and an operating manual in electronic form. Functionality of the software is contained in the operating manual.

1.2.2 Right of Use

For payment of the specified license fee, xRM1 grants the customer a non-exclusive and non-transferable, perpetual license to use the ordered software components as quoted before.

Any usage which makes the license available to third parties as a part of hosting, renting, or leasing is prohibited.

The customer is entitled to the extent necessary to make backup copies and copies of user documentation for internal use. The customer is obliged to protect the software and all documentation against unauthorized copying.

1.3 Software Subscription

As an alternative to buying xRM1 Business Solutions it can be subscribed to. For this purpose, the customer arranges a subscription.

The software subscription licenses can then be used at a Microsoft CRM hosting provider on Microsoft CRM online or in an On Premise environment at the customer themselves. Subscription licenses can be combined with purchased Microsoft CRM licenses.

There must always be a minimum of at least 3 license subscriptions.

The minimum duration of the subscription is 12 months. Billing is done monthly in advance.

After the minimum duration, the subscription and the individual amount of subscription seats can be terminated at any time by giving 3 months written notice from the end of the month. Termination letters, Faxes, or E-Mails are valid forms of correspondence.

In the instance a license subscription is cancelled, the customer is obligated to settle the remaining balance of the subscription contract period, one month after the cancellation has been received. The customer will then receive a license which is valid until the end of the contract period.

1.4 Licensing

xRM1 Business Solutions shall be licensed per user within one Microsoft CRM organization. The number of users using the particular functions either in part or in whole is relevant.

There are different roles available for licenses. The scope is listed in the product description.

The number of users to be licensed can be less than the amount of Microsoft Dynamics CRM Users.

1.5 Activation

xRM1 Business Solutions are protected by software activation. The customer shall receive the software together with an activation key which enables running the software in one Microsoft CRM organization deployment only.

If the customer would like to use the software in another environment, xRM1 will provide the customer with a new activation key based on the condition that the previous installation is deactivated. The changeover is charged as an additional fee.

1.6 Requirements for Operation

For operating xRM1 Business Solutions, a fully functional Microsoft Dynamics CRM system from version 2011 as well as minimum one user license with administrator rights is required. This Microsoft CRM user license is used for xRM1 Business Solutions to perform functions and operations. It can be used contemporaneously by customers for other purposes.

1.7 Documentation

The customer is entitled to user documentation. He shall receive this, and an installation manual, in electronic formats.

When a new rollup of xRM1 is released, updated documentation will be available in the customer portal within 3 months after the final version is available.

2 Terms & Conditions for Maintenance Contracts

2.1 Maintenance

With the purchase respectively subscription of a software license a maintenance contract is concluded between xRM1 and the customer.

The maintenance contract entitles the customer to free upgrades, updates, hotfixes, and technical support for settings the configuration of the software during the period of the contract.

End-User support is not included in the maintenance contract. Should the customer request additional training for the general usage of the software, the services are delivered according to the terms & conditions for professional services and accruing costs will be charged according to xRM1's price list.

2.1.1 Software Updates

The xRM1 Business Solutions are continuously optimized and developed. In the scope of the maintenance contract, the customer is entitled to all published major releases, upgrades, updates and hotfixes for all licensed components.

In this context, upgrade relates to a new product version with extended functionality.

Updates include small to medium extended functions and possible bug fixes.

Hotfixes are updates that eliminate specific critical errors of the product.

2.1.2 Definition of Support Level

End-User Support: questions of end users regarding the general usage of the software.

Technical Support: support regarding installation and configuration of the solution as well as solving technical issues.

2.1.3 Support

The maintenance contract entitles the customer technical support via remote support for ensuring the installation and the correct functioning of the software. The customer should enter new support cases by the customer portal on the website www.xRM1.com.

xRM1 shall analyze the faulty software parts and give advice via telephone or E-Mail on how to eliminate the error.

In particular, an error exists if the program does not fulfill the functions stated in the manual, produces wrong results or shows errors in a repeatable manner so that the use of the program is impossible or considerably limited.

The removal of errors shall either be made by hotfixes, updates or personal support by an xRM1 employee. Provided this is acceptable to the customer, xRM1 may restrict itself to provide information on how to remove the error. In this case, the customer is obliged to carry out the measures himself. This applies in particular for installing updates and hotfixes. The measure to be used depends on the error and the way to remove it.

xRM1 employees are not allowed to change the customers system by themselves by using input devices.

If xRM1 provides support to the customers' issues that was caused by the customer (e.g. such as deleting the database by an employee of the customer etc.), the customer would be charged an additional fee according to the pricelist. This also applies retro actively.

2.2 Boundaries and Conditions

Both parties agree upon the following limitations and conditions:

- In order to get support for troubleshooting, the customer's software must be updated to the latest available software version of the xRM1 Business Solutions at the time of the support request. Possibly, the underlying CRM system has to be updated as well.
- The scope of the maintenance contract includes only the xRM1 programs and modules, not the underlying CRM system itself.
- Support services only include debugging however, not the installation procedure, training on the product, or technical / organizational consulting.
- Support requests are to be exclusively made by two contact persons specified by the customer.

Should failures occur during the use or the operation of the software, then the customer shall inform xRM1 only by a predetermined employee or use an online support system provided by xRM1.

The customer shall provide all necessary information for analysis of the malfunction.

xRM1 Business Solutions may be installed by the customer itself or by xRM1. If the customer decides on a fee-based installation by xRM1, it corresponds to the import of the Solution in Microsoft Dynamics CRM 2013, 2015 or Microsoft Dynamics CRM Online.

The verification and compliance of the underlying system is provided by the customer.

In the event that the customer has modified forms, the data fields including their contents will be retained. The data fields of xRM1 Business Solutions will be supplemented. The forms themselves will only show the xRM1 Business Solution fields. If the customer wants to continue to use standard fields or customized fields, it needs to reactivate these forms and re-implement its Java scripts if necessary.

xRM1 recommends that prior to the import of the xRM1 business solution, the customer adds their own customizations to a separate unmanaged solution and exports the solution as a backup.

If xRM1 makes the above mentioned changes to the customers' independent solution, these changes are not included in the scope of the installation or maintenance contract. The customer would be charged an additional fee.

xRM1 Business Solution fields and functions should not be removed in order to ensure complete functionality.

2.3 Technical deployment of support

xRM1 uses the remote management software "GoToMeeting", "Netviewer" and "Microsoft Lync" for remote support services. The use of these programs is covered by this contract. The customer shall care for all technical requirements for the use these programs (e.g. such as opening the correct firewall ports).

Should the customer request the use of another remote maintenance software, they shall bear the costs for setting up the software at xRM1 and for operating the software at xRM1 if necessary. In the event that there is no remote support possible with a customer, the customer shall bear the travel costs and the travel times.

All phone calls and online sessions are recorded for quality assurance purposes.

2.4 Service Hours

xRM1 guarantees reaction times within 2 working days after the notification of the malfunction.

2.5 Obligations of the Customer

The following conditions must be guaranteed for the contractual support of xRM1 Business Solutions programs:

- Fully functioning hardware that is suitable for xRM1 Business Solutions
- Fully functioning operating system
- Fully functioning Microsoft Dynamics CRM system
- Implementation of provided updates
- A running network for network installations
- Compliance with the current individual system requirements for xRM1 Business Solutions

Furthermore, the customer shall collaborate during the debugging procedure within the normal limits; in particular providing information and necessary computer time.

2.6 Costs of the Maintenance Contract

2.6.1 Purchase of Licenses

The costs of the maintenance contract are calculated based on the amount of purchased licenses.

The annual costs for the maintenance contract is 20% of the calculation basis. The calculation basis depends on the customer's purchased number of user licenses on the renewal date, multiplied with the license list price per role.

In case of further purchase, the contract will be immediately renewed for another twelve (12) months from the first day of the following month. Newly purchased licenses will be unified with the existing licenses to one contract. The full amount of these licenses will be invoiced for twelve (12) months. Already paid maintenance concerning previously existing license amounts will be deducted.

The license price shall be the price according to the price list for the xRM1 Business Solution valid at the time of purchase. This means that later, possible increases in the license price have no effect on the calculation base of the maintenance agreement. Discounts or project prices with rebates are not taken into consideration for the calculation of the maintenance fee.

The customer shall receive an invoice from xRM1 when the annual maintenance fee is due. The calculation of the fee shall be made annually, one year in advance.

Invoices for the maintenance fee are to be paid in full within 14 days after receipt of the invoice. For late payments, xRM1 shall charge an interest rate from the due date that is 4% above the basic interest rate of the European Central Bank.

Compensation is only authorized for counter claims that have been allowed or found legally valid. The exercise of a right of retention is impermissible.

2.6.2 Available Payment Methods

Area	Currency	Amount < 10,000	Amount > 10,000
Germany, Austria, Switzerland	EUR	Bank transfer, Mastercard, VISA	Bank transfer, Mastercard, VISA
Rest of EU	EUR	Mastercard, VISA	Bank transfer, Mastercard, VISA
USA and Rest of World	USD	Mastercard, VISA, American Express	Bank transfer, Mastercard, VISA, American Express

International bank transfer payments must be made as OUR bank transfers, i.e. the payer assumes all bank fees.

2.6.3 Subscription Licenses

The maintenance contract is included in the monthly subscription price.

2.7 Duration and Termination for Purchase

The maintenance contract shall take effect with the customer's order of the software.

The term starts on the 1st of the month following the order date. The maintenance contract shall continue for an indefinite period.

The contract is valid for twelve (12) full calendar months. The contract will be renewed automatically for twelve (12) months unless written cancellation is received from either party, at least four (4) months prior to the contract end date.

The contractual parties can terminate the contract without observing any period of notice if one of the following cases occurs:

- For xRM1: If the customer defaults in payment for more than two months and has not paid the amount in full even upon expiration of an additional period set by xRM1.
- For the customer: If, despite the aforementioned conditions, the installed xRM1 Business Solutions are not fully functional even upon expiration of an additional twelve-week period set forth by xRM1 in writing.

Cancellations must be made in written form by letter, fax or email.

2.8 Duration and termination of subscriptions

The maintenance contract included with the subscription licenses expires when the subscription ends.

3 Terms & Conditions for Professional Services and 3rd-Party Software

3.1 General

xRM1 is a trademark of Itara GmbH. Itara GmbH, Beethovenstrasse 5, 97080 Würzburg, Germany is the legal entity and takes the responsibility as a supplier. All further reference to xRM1 Business Solutions is defined as further trademark, product and service of Itara GmbH.

3.1.1 Invoicing and Payment Terms

Payments made by the client are always accounted against the earliest open demands. E-mails and fax messages of xRM1 are considered as written documents. All prices shall be net prices to be paid at once, plus the legal value added tax.

The following invoicing regulations and payment terms shall apply, according to the country of the customer and the rendered service.

3.1.1.1 For Germany, Austria, Switzerland

- Training (open and closed) and installation offered at a fixed price must be prepaid.

- Service Packages are invoiced immediately upon reception of order, payable within 14 days net.
- Time & Material Services are invoiced every month end, based on the timesheet for the previous month, payable within 14 days net.
- 3rd-Party Software: prepaid.

3.1.1.2 For all other countries (USA, EU, Rest of world)

- Training (open and closed) and installation offered at a fixed price must be prepaid.
- Service Packages must be prepaid.
- Binding appointment agreements for service packages are arranged only after reception of payment.
- For Time & Material Services a deposit has to be paid by the customer. The services are delivered on basis of this deposit until the deposit amount has been reached. The customer will receive a monthly timesheet.
- 3rd-Party Software: prepaid.

3.1.2 Available Payment Methods

Area	Currency	Amount < 10,000	Amount > 10,000
Germany, Austria, Switzerland	EUR	Bank transfer, Mastercard, VISA	Bank transfer, Mastercard, VISA
Rest of EU	EUR	Mastercard, VISA	Bank transfer, Mastercard, VISA
USA and Rest of World	USD	Mastercard, VISA, American Express	Bank transfer, Mastercard, VISA, American Express

International bank transfer payments must be made as OUR bank transfers, i.e. the payer assumes all bank fees.

3.1.3 Liability

xRM1 is liable for damage caused as follows:

- For culpable damage caused to the client's life and limb and health
- If xRM1, its representatives or vicarious agent is/are culpable of intent or gross negligence
- For claims under the product liability law, insofar they are related to business clients
- Any other legally binding statutory claims

This limited liability is final. The limitations on liability shall apply to all claims for damages, regardless of their legal ground, especially with regard to contractual contract-related claims.

In no case will the liability exceed the value of xRM1's liability insurance and the price of the rendered services.

In the event xRM1 is culpably responsible for the loss of data, xRM1's liability is limited to the expenses for the copying of the back-up copies and for the reconstruction of data which would be lost also in case of regularly back-ups. The client shall be responsible for making back-up copies. The client is obliged to make back-up copies of his data at least once a day. Failure to comply with this obligation is deemed to be contributory negligence.

3.1.4 Confidentiality and Data Protection

The parties of the contract mutually agree to treat all information and documentation as well as materials (in particular software and stored data) with no expiration as confidential or secret, as long and to the extent that it is not proven public knowledge. Such confidential information, which is characterized by a contractor as confidential or secret, must also be treated as a business or trade secret. Also, the contractual parties guarantee that all their employees, representatives, or agents that they engage to fulfill this contract shall treat such information as confidential.

Excluded by this regulation is the legitimate request for information by official agencies, such as supervisory authorities, law enforcement agencies or courts.

In accordance with this contract, xRM1 will process relevant personal data in strict accordance with the German federal data protection act.

The regulations in this paragraph shall remain valid even after the expiration of this contract.

3.1.5 Rights to Work Results

All copyrights in the scope of services rendered in a project, e.g. program codes, process models and process flow structures, remain in the possession and for unrestricted use of xRM1. The unrestricted use and further use of programs documented in the scope of a project on the part of the client shall not be affected by this. In general, program code shall be rendered in compiled format and processes shall be provided in PDF formats.

The rights of use are transferred only when the contractually agreed payments have been made in full.

3.1.6 Cooperation Obligations

The client shall fulfill various obligations in the scope of installations, implementations, projects, or trainings. As a matter of principle, it is the client's contractual obligation (cardinal obligation) to fulfill these cooperation obligations. The proper provision of services by xRM1 requires that the client and his representatives and/or vicarious agent fulfill their cooperation obligations in time and in a qualified manner.

xRM1 shall point out delays of the cooperation obligations and submit a written reminder for their compliance. Furthermore, xRM1 shall point out further consequences if the cooperation obligations are not fulfilled. Delays of the project and any resulting additional costs due to delayed provision of cooperation obligations by the client and his representatives and/or vicarious agent or are not the responsibility of xRM1 nor its representatives and/or its vicarious agent, shall be at the expense of the client and on no account of xRM1.

3.1.7 Dates

All services are rendered in the scope of the time schedule agreed between the parties. The compliance with these dates implies that the client shall fulfill his cooperation obligations independently and in a qualified and punctual manner, and, in particular, shall provide the information, documents, permissions and approvals requested by xRM1. If these requirements are not met, the delivery periods will adequately be extended, however, at least by the period of the delay.

Appointments for services will be agreed upon directly after receipt of order.

Ordered services have to be retrieved within 6 months after order date.

3.1.8 Warranty

Both parties agree upon a 3-month warranty period for xRM1 services and software. Errors in programs of third parties that xRM1 does not develop but has simply installed or adapted shall not be covered by xRM1 warranty. Costs for eliminating such errors, for example through service packs or hotfixes of the individual manufacturers, will be charged according to xRM1's price list. xRM1 cannot ensure that the corresponding manufacturers offer bug fixes.

3.1.9 Place of Jurisdiction and Performance

All legal relationships between the contracting parties from or in connection with this contract are subject exclusively to the laws of the Federal German Republic. The law of the Federal Republic of Germany is exclusively applicable, excluding the reference rules of Private International Law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction and place of performance shall be Würzburg, Germany.

3.1.10 Modifications, Supplementary Agreements, Severability

Amendments to this agreement must be made in writing. Verbal agreements are not seen as valid.

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the place of the invalid or unenforceable provision, a reasonable provision shall apply which insofar as legally possible comes closest to fulfilling the original intention of the parties to the contract had they considered this point upon conclusion of the contract. The same shall apply to any loophole in the contract.

3.2 Services

Only relevant by order of services.

3.2.1 Definition Man-Day

One man-day equals to eight hours (Monday to Friday) between 6 am and 12 pm. Outside this period of time and on Saturdays, an extra charge of 50% of the respective day rate is added. For services on Sundays and holidays an extra charge of 100% of the respective day rate is added.

3.2.2 Requirements for Services

The client designates a contact person as the project manager for xRM1 as well as a substitute. The contact person or his substitute shall be available to xRM1 for queries during regular business hours. Furthermore, the client provides xRM1 with one or several technical contact persons who are familiar with the client's systems, and are available to xRM1 for queries and support during regular business hours.

The client provides the entire content and data in all languages required. Should image material be required (company logos, etc.), it shall be provided by the client in digital formats (TIFF, JPG, GIF or EPS) of sufficient resolution and quality, and license-free. The client provides xRM1 with all required data. Should adjustments or additions to the program or xRM1 renewed tests become necessary due to subsequent changes of the data by the client, the costs for this will be charged according to xRM1's price list.

Should the information provided by the client be insufficiently documented and this fact is noticed in advance by xRM1, xRM1 shall inform the client and request additional information. Should additional rework or costs occur due to insufficient specifications by the client that were not apparent for xRM1 at first, they will be charged according to xRM1's price list.

Should the place of work not be Würzburg for the xRM1 employee, the client will provide a suitable infrastructure for the work environment of the xRM1 employee. Apart from a workplace in accordance with the German national ordinance governing VDU workplaces, this also includes access to the internet and a telephone connection.

3.2.3 Cancellation of Services

In the instance that the customer fails to keep service and appointment dates, the following charges will apply:

- Travel expenses already accrued (e.g. hotel reservations, purchased tickets, arrival on the previous evening)
=> 100%
- Cancellation 5 work days prior to scheduled services
=> 20%
- Cancellation 48 hours prior to scheduled services
=> 50%
- Cancellation 24 hours prior to scheduled services
=> 80%
- Cancellation at the day of scheduled services
=> 90%

These percentage figures relate to

- the man-day rate of renderer of services and
- the expenses actually incurred in case of travel costs

3.3 Feature Extensions

Feature Extensions are enhancements of the xRM1 Business Solutions which are ordered by a customer and are financed or co-financed by the customer.

The functions defined for a Feature Extension are delivered to the customer within a regular Rollup Update.

The customer is obligated to pay the amount for the Feature Extension and requires a valid maintenance contract when the Feature Extension is published.

If the customer has subscribed for the xRM1 Business Solutions, deviant from chapter Software Subscriptions, the minimum duration for the subscription is extended to 5 years.

3.4 Software

Only relevant by order of individual software.

3.4.1 Field of application

This chapter gives attention exclusively to software components which are individually manufactured for the customer.

For the standard software of the brand xRM1 Business Solutions as well as for products of third party providers, separate agreements are in effect.

3.4.2 Delivery of software

xRM1 will provide a compiled version of the software to the customer.

Delivery of this software includes an installation guide and an operating guide only if both parties have agreed to this in writing and the customer pays for the effort of creating the documents.

3.4.3 Maintenance

Tentative required maintenance of standard software products as well as individual software components are agreed in a separate maintenance contract.

Date	Invoice-Number
28-08-2017	06193-B0K2M
Order-Number	
AUF-02723-N9M8T	

Hubdrive GmbH · Beethovenstr. 5 · 97080 Würzburg · Germany

Cambrian Coal Corp
200 Allison Blvd
40701 Corbin, Kentucky
United States

Delivery Date/Period	Customer#	Payment Terms	Payment Method	Due date
01-03-2018 to 31-08-2018	60610	PRE-PAYMENT	Bank Transfer	28-02-2018

Description	Qty	Unit	Price/Unit	Amount
HR Management Manager 8 Licenses * 6 Months	48,00000	Subscription /User/Month	59.00 \$	2,832.00 \$
HR Management Staff (sold as pack of 10) 72 Licenses * 6 Months	432,00000	Subscription /User/Month	45.00 \$	19,440.00 \$
HR Management Supervisor 30 Licenses * 6 Months	180,00000	Subscription /User/Month	35.00 \$	6,300.00 \$

All prices in US Dollar.

Instalment 4 - Subscription Licenses

Bank transfers from outside of Germany have to be processed as OUR transactions always (transferring party pays all bank fees).

Not taxable in Germany because of Reverse-Charge-Procedure or third country. Customer VAT ID:

Subtotal	28,572.00 \$
Discount (%)	20 %
Discount	\$
Total net amount	22,857.60 \$
VAT	0.00 \$
Total amount	22,857.60 \$

Thank you for your order

Dynamics Industries has a new name! From now on we do business as:
Hubdrive GmbH · Beethovenstr. 5 · 97080 Würzburg · Germany · Phone +49(931)66084-0 · Fax +49(931)66084-100
Managing Directors: Franziskus Lorey, Bernd Lachner · VAT-ID DE813602815 · Tax-ID 257/128/80727 · Reg.Auth. Würzburg HRB7971
Bank Account USD: 100667188 · VR-Bank Würzburg · BLZ 79090000 · IBAN: DE55790900000100667188 · BIC/Swift: GENODEF1WU1

Please, be so kind to submit this information sheet together with your payment order to your bank. In this way, misdirection, delay and additional costs can be avoided. Thank you.

Instructions to paying bank:

In order to guarantee a straight-through-processing for **US-Dollar transfers**, please indicate payment details as follows:

Beneficiary (field 59):

Account: DE55 7909 0000 0100 6671 88 / US-Dollar-Account
Beneficiary: Hubdrive GmbH
Beethovenstr. 5
97080 Wuerzburg

Beneficiary Bank (field 57a):



Volksbanken Raiffeisenbanken
cooperative financial network

BIC: GENODEF1WU1
97070, Germany

account with
Intermediary Bank (field 56a):



DZ BANK
Bank on Germany

BIC: GENODEFF
DZ BANK AG, Frankfurt am Main, Germany

via:

Receiver's Correspondent:

BIC: BKTRUS33 (Fedwire: 021001033)

Deutsche Bank Trust Company Americas,
New York, USA

Thank you for your order

Dynamics Industries has a new name! From now on we do business as:
Hubdrive GmbH · Beethovenstr. 5 · 97080 Würzburg · Germany · Phone +49(931)66084-0 · Fax +49(931)66084-100
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Bank Account USD: 100667188 · VR-Bank Würzburg · BLZ 79090000 · IBAN: DE55790900000100667188 · BIC/Swift: GENODEF1WU1

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) <u>Itara GmbH</u> b) Würzburg c) Die Beratung und das Erbringen von Dienstleistungen im Bereich der Informationstechnologie und alle damit verbundenen und ähnlichen Tätigkeiten.	<u>25.000,00</u> <u>EUR</u>	a) Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten. b) <u>Geschäftsführer:</u> <u>Möller, Lars, Würzburg, *07.07.1976</u> <u>einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>		a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 22.11.2002.	a) 10.12.2002 Jung b) Gesellschaftsvertrag Bl. 3 ff SB;
2			b) <u>Ausgeschieden:</u> <u>Geschäftsführer:</u> <u>Möller, Lars, Würzburg, *07.07.1976</u> Bestellt: Geschäftsführer: Lorey, Franziskus, Würzburg, *20.02.1969 einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.			a) 14.09.2004 Sauer
3			b) <u>Bestellt:</u> <u>Geschäftsführer:</u> <u>Lachner, Bernd, Veitshöchheim, *28.06.1976</u> <u>einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.</u>			a) 18.07.2006 Kordmann
4	b)					a)

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
	Gemäß § 3 EGGmbHG von Amts wegen eingetragen: Geschäftsanschrift: Juliuspromenade 64 a, 97070 Würzburg					31.10.2011 Helbig
5	b) Geändert, nun: Geschäftsanschrift: Beethovenstraße 5, 97080 Würzburg		b) Personendaten geändert, nun: Geschäftsführer: Lachner, Bernd, Frickenhausen am Main, *28.06.1976 einzelvertretungsberechtigt; mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.			a) 05.09.2013 Englert
6		125.000,00 EUR			a) Die Gesellschafterversammlung vom 13.10.2014 hat die Erhöhung des Stammkapitals um 100.000,00 EUR und die Änderung des § 4 (Stammkapital) der Satzung beschlossen.	a) 16.10.2014 Landgraf
7					a) Die Gesellschafterversammlung vom 24.05.2017 hat die Änderung des § 3 (Dauer der Gesellschaft, Geschäftsjahr) der Satzung beschlossen.	a) 09.06.2017 Landgraf
8					a) Die Gesellschafterversammlung vom 05.12.2017 hat die Änderung des § 3 (Dauer der Gesellschaft, Geschäftsjahr) der Satzung beschlossen.	a) 07.12.2017 Landgraf
9	a) Dynamics Industries GmbH				a) Die Gesellschafterversammlung vom 13.12.2017 hat die Änderung des § 1 (Firma und Sitz) der Satzung beschlossen.	a) 18.12.2017 Landgraf
10	a) Hubdrive GmbH				a) Die Gesellschafterversammlung vom 01.03.2019 hat die Änderung des § 1 (Firma und Sitz) der Satzung beschlossen.	a) 08.03.2019 Landgraf

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FI 15.07.19 7:20



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Recommendation

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RT 33 019 208 90E



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87080 Hildersheim
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Fax +49 971 680 1440

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