

OHIO COUNTY  
D453 PG437

RESERVATION OF MINERAL AND MINING INTERESTS

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

COVENANTS RUNNING WITH THE LAND

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

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

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

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