

SURFACE TRANSPORTATION BOARD

**R.J. CORMAN RAILROAD PROPERTY, LLC – ABANDONMENT EXEMPTION – IN
SCOTT, CAMPBELL, AND ANDERSON COUNTIES, TENNESSEE**

DOCKET NO. AB1296X

300575

ENTERED

Office of Proceedings

April 29, 2020

Part of

Public Record

**NOTICE OF APPEARANCE AND MOTION FOR THE BOARD TO FIND THAT
ABANDONMENT IS NOT CONSISTENT WITH PRESENT OR FUTURE PUBLIC
CONVENIENCE**

National Coal, LLC (formerly National Coal Corporation”) (“NC”), by counsel, opposes the abandonment of the rail line proposed by R.J. Corman Railroad Property, LLC (“Corman”), and in support thereof states as follows:

1. NC, through its subsidiary NC Railroad, Inc., sold the properties in question to Corman in 2010.
2. The sale of the property to Corman was accomplished via execution of five deeds. Copies of the deeds are attached to this filing as Exhibits A through E.
3. An affiliate of NC retains the rights to a coal mine situated in Campbell County, Tennessee, to which the line in question runs.
4. Following the sale of the rail line to Corman, NC and Corman entered into an agreement whereby Corman would maintain the line, and NC would lease the right to ship coal thereon.
5. In recent years, the mine has been idled and NC has not shipped coal on the line.
6. Upon information and belief, in recent years Corman has failed to maintain the line, and, in some cases, has actively stripped the line of rails, switches, and other valuable appurtenances.
7. Upon information and belief, the line is currently in a severe state of disrepair.

8. Each of the deeds executed in 2010 contains identical language maintaining a right of first refusal for NC to purchase the line. This provision was intended to preserve NC's ability to ship coal from its mine in Campbell County, Tennessee.

9. The language setting forth the right of first refusal in each deed is identical and reads, in part, as follows:

Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase RAIL LINE commencing with the date of execution of this deed. Grantor may exercise that right by: (i) matching any bona fide offer, evidenced by a written offer to purchase RAIL LINE which Grantee is prepared to accept which is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if the Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets...of the RAIL LINE...or (b) to sell to a an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee.

10. Upon information and belief, Corman received, and accepted, an offer to purchase the rail line in 2019, but did not notify NC of the offer. Ultimately, the transaction fell through due to lack of financing.

11. NC understands that Arkansas-Oklahoma Railway Co. has filed notice of its intent to make an Offer of Financial Assistance ("OFA") to purchase the property. NC contends that such a sale would violate the right of first refusal provision quoted above.

12. NC also understands that Tennessee Citizens for Wilderness Planning, Inc., and Cumberland Trail Conference, Inc. ("Sponsors") have notified the board of their intention to attempt to acquire the property for trail use. NC contends that any such acquisition would violate the right of first refusal provision quoted above.

13. In filing its Notice of Intent, this notice of abandonment, Corman failed to

comply with 49 C.F.R. § 1152.20(a)(2)(i), which requires it to serve notice on “significant users of the line.” Although NC has not used the line in several years, it is by far the most significant user of the line, and was not notified of these proceedings.

14. NC therefore requests that the Board refuse to approve transfer of any rights in the property to Arkansas-Oklahoma Railway Co., Sponsors, or any other entity or entities in violation of its rights under the deeds attached hereto.

15. This filing should in no way be read as a relinquishment or waiver of NC’s rights to obtain monetary damages from Corman for its breach of contract or from the United States for its potential taking of NC’s property, as was held in *Swisher v. U.S.*, 178 F.Supp. 2d 1100 (D. Kans. 2001).

Respectfully Submitted:

/s/ Christopher J. Schroeck
Christopher J. Schroeck (TN Bar # 31875)
Bluestone Resources, Inc.
302 S. Jefferson St.
Roanoke, VA 24018
Phone: (540) 492-4080, x 211
Facsimile: (540) 301-1370
chris.schroeck@bluestone-coal.com
Counsel for National Coal, LLC

Certificate of Service

I hereby certify that on April 28, 2020, a copy of the foregoing was served upon the following:

Mark Bevilhimer
Bigelowt2@mindspring.com
Tennessee Citizens for Wilderness Planning

Catherin S. Wright
cwright@irvinrigsby.com
R.J. Corman Railroad Property, LLC

Robert Weber
Weber9985@att.net
Cumberland Trails Conference

Daniel A. LaKemper
lakemper@mtco.com
Arkansas-Oklahoma Railroad Co.

/s/ Christopher J. Schroeck

BK/PG: 1522/976-996
10004274

21 PGS : AL - QUIT CLAIM
VETTA BATCH: 68669 05/21/2010 - 03:05 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00

BK/PG: W458/744-764
10002603

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JUNE BATCH: 50804 05/21/2010 - 09:00 AM
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MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 105.00
ARCHIVE FEE 0.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 107.00

STATE OF TENNESSEE, CAMPBELL COUNTY
DORMAS MILLER
REGISTER OF DEEDS

RECORDING FEE 105.00
ARCHIVE FEE 0.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 107.00

STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

366

FORM FOR OATH

I/we hereby swear or affirm that the actual consideration for this transfer, or value of the property of interest in the property transferred, whichever is greater is \$ 2,129,100.00 which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

[Signature]
AFFIANT

Sworn to and subscribed before me this 18th May, 20 10

Porter B. Rector Jr.
NOTARY PUBLIC OR REGISTER

By: BN, D.L.

STATE OF TENNESSEE

COUNTY OF SCOTT

THIS DEED, made this 18th day of MAY, 20 10, by and between
NC RAILROAD, INC., a Tennessee corporation, Grantor, party of the first part, and R.J.
CORMAN RAILROAD PROPERTY, LLC, a Kentucky limited liability company,
Grantee, party of the second part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby quitclaim unto said Grantee, its successors and assigns, in "AS IS, WHERE IS" condition on the Closing Date, all of the right, title and interest of the said Grantor in and to the following described property: to wit,

All of the rights, title and interest of Grantor in a portion of the line of railway of NC Railroad, Inc., comprised of land and right of way for main tracks, sidings and other appurtenant railway facilities (hereinafter "RAIL LINE"), situate, lying and being in the County of Scott, State of Tennessee, and being more particularly described as follows: to wit,

BEGINNING in Scott County, Tennessee, at a point on the centerline of the main track of said railway, at Railway Milepost 0.95, located at Valuation Station 50+16, more or less, as shown on Railway Valuation Map V-1/1; thence, in a general southwardly direction with a strip of land of varying widths on each side of centerline of said railway, a distance of 142,528.1 feet, more or less, to a point on the centerline of said railway at Railway Valuation Station 1475+44.1, more or less, said point being the common line between Scott County and Campbell County, Tennessee, and being the point of terminus as shown on Railway Valuation Map V-1/12; said line of railway being located substantially as shown on Railway Valuation Maps V-1/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 10a, 11 and 12, attached hereto and made a part hereof.

Reference is made for prior title to the attached Exhibit A.

It is the intent of Grantor to quitclaim all right, title and interest in and to the property (including, but not limited to, main tracks, sidings, spurs, and other appurtenant railway facilities) lying between Station 50+16 (the beginning point) and Station 1475+44.1 (the ending point) only.

SUBJECT TO the Reserved Oil and Gas Rights of Tennessee Railway Company and its successors and assigns, including without limitation Tennessee Railway Company's interest in and reservations for Reserved Oil and Gas Agreements as shown in Book 269, Page 653, Register's Office for Scott County, Tennessee;

SUBJECT TO the rights of the public or any easement holders or licensees in rights-of-way, rights-of-entry, water or drainage rights, ditches, culverts, sewers, streets, highways, roads, alleys, water courses, streams, rivers, creeks and waterways passing over, under, along, across or through the RAIL LINE, and rights, easements or licenses with respect to utility easements or other public service uses, whether or not the rights, easements or licenses are recorded;

SUBJECT TO any and all existing tenancies, occupancies, encumbrances, easements, rights, rights-of-entry, trackage rights, joint facilities agreements, leases, licenses, permits, privileges, contracts, agreements, sidetrack agreements, industrial track agreements, third party claims, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter;

SUBJECT TO any pipes, wires, poles, cables, conduits, towers, pipelines, signboards, culverts, drainage courses or systems, or other structures or facilities on, along, under, over or crossing the RAIL LINE, together with the rights of any person, company or entity entitled thereto to construct, install, maintain, repair, renew, replace, improve, operate, use, access, obtain utility or other services for or remove the same;

SUBJECT TO the rights of Tennessee Railway Company as shown in Deed Book 269, Page 653, Register's Office for Scott County, Tennessee and any company controlling, controlled by or under common control with Tennessee Railway Company including its parent, subsidiary and affiliated companies, the parties to Reserved Oil and Gas Agreements, and all of their successors and assigns to access (ingress and egress) to, under, over, on, across or along the RAIL LINE for inspection, maintenance, repair, operation, replacement, installation or construction, improvement, receipt of utility or other services, or removal for their facilities, structures or improvements on,

along, across, over or under, or that are accessed on, under, over, across or along the RAIL LINE, whether those facilities, structures or improvements exist pursuant to subsequently discovered current or future Reserved Oil and Gas Agreements or under reservations or exceptions of Tennessee Railway Company or companies controlling, controlled by or under common control with Tennessee Railway Company, including its parent, subsidiary or affiliated companies, and all of their successors and assigns;

SUBJECT TO existing or future Applicable Law, including any applicable zoning or subdivision laws (if any);

SUBJECT TO general ad valorem or real estate or real property Taxes and general and special assessments or Taxes for the year of Closing and subsequent years not yet due and payable;

SUBJECT TO any state of facts that an inspection, accurate surveyor engineering or environmental assessment did, would or may show;

SUBJECT TO any outstanding Related Agreements pertaining to the Property, except those which are retained by Tennessee Railway Company as pertaining to Reserved Oil and Gas Rights, whether or not recorded;

SUBJECT TO Tennessee Railway Company and its parent, subsidiary and affiliated companies, to the extent applicable, and its (and their) successors and assigns, subsequently discovered current and future Reserved Oil and Gas Rights as referenced in Deed Book 269, Page 653, Register's Office for Scott County, Tennessee;

SUBJECT TO all restrictions, covenants, conditions, reservations, licenses, and easements, whether or not of record;

SUBJECT TO the exceptions and reservations of Tennessee Railway Company and its parent, subsidiaries and affiliates, of any current or future radio or communication licenses or facilities as shown in Deed Book 269, Page 653, Register's Office for Scott County, Tennessee;

SUBJECT TO THIS DISCLAIMER THAT GRANTOR SELLS, GRANTS, CONVEYS, ASSIGNS OR TRANSFERS THE DESCRIBED PROPERTY (RAIL LINE) TO GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND

BUYER EXPRESSLY WAIVES ANY CLAIM IT OTHER WISE MIGHT HAVE AGAINST GRANTOR FOR (i) PATENT OR LATENT DEFECTS IN THE PROPERTY, (ii) THE GENERAL CONDITION, ENVIRONMENTAL CONDITION AND STATE OF REPAIR OF THE PROPERTY, (iii) ANY MISSING TRACK OR FIXTURES, AND (iv) ANY ENCROACHMENTS THAT MAY NEED TO BE REMOVED OR REMEDIED AS OF THE CLOSING DATE AND, WITHOUT LIMITATION ON THE GENERAL APPLICATION OF THE FOREGOING WAIVERS.

SUBJECT TO any liens or collateral interest of the State of Tennessee on or in the RAIL LINE and any amount of State of Tennessee funds required to be repaid to the State which obligation shall be assumed by the Grantee, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes.

RIGHT OF FIRST REFUSAL: Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase the RAIL LINE commencing with the date of the execution of this deed. Grantor may exercise that right, by (i) matching any bona fide offer, evidenced by a written offer to purchase the RAIL LINE which Grantee is prepared to accept that is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets (based upon valuation) of the RAIL LINE or to sell to such party or parties a percentage of the assets of the RAIL LINE that would reduce Grantee's ownership below 50% of the assets of the RAIL LINE in one or more contemporaneous or successive transactions or (b) to sell to an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee or to sell to such party or parties a percentage of the equity of the Grantee that would reduce Grantee's ownership below 50% of the equity in one or more contemporaneous or successive transactions (excluding any lien or collateral interest that may be vested in the State of Tennessee by reason of the acceptance by Grantee of any funds of the State of Tennessee under any assistance program for "short-lines" that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE).

Grantor's consideration for purchase of the RAIL LINE pursuant to its exercise of the right of first refusal reserved and granted herein shall include the amount of the third party offer, including any amount of State of Tennessee funds required to be repaid to the State which may be assumed by the third party making the purchase offer, or plus any such amount if the offer does not include its assumption by the offeror to the extent the offeror has further agreed in writing with Grantee to increase its total offered consideration to assume or pay part or all of such amount, provided however, that such repayment by Grantor shall be limited to funds that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes and shall make such repayment on or before the Closing Date of the repurchase of the RAIL LINE in order that any liens or collateral interest of the State of Tennessee on or in the RAIL LINE may be removed as of that date, and provided further that any of the RAIL LINE's assets temporarily pledged to State of Tennessee as collateral for repayment of any such funds shall remain the property of Grantee, or of Grantor upon repurchase of the RAIL LINE, upon removal of the State's lien.

Grantor shall have thirty (30) days from the date Grantor receives the bona fide written offer that Grantee is prepared to accept to notify Grantee of its acceptance of repurchase of the RAIL LINE for the same consideration stated in that bona fide written offer. The right of first refusal granted herein shall inure to the benefit of Grantor, its parent company and their successors and assigns.

[Remainder of page intentionally left blank]

**STATE OF TENNESSEE
SCOTT COUNTY**

REGISTER'S OFFICE May 20, 2010

I, Porter B. Rector, Jr., Register of said County do certify that the foregoing Quit Claim Deed Instrument is registered in said Office in Deed Book No. 273 Page 366; that they were received May 20, 2010 at 1:28 P.M. and entered in Note Book 0 Page 395 State Tax \$ 7,877.67 Fee 1.00 Recording Fee 105.00 Data Fee 2.00 Total \$ 7985.67
Receipt No. 33948

Porter B. Rector Jr.
By: m.n.s.R. Register

IN WITNESS WHEREOF, N C Railroad, Inc. has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its respective officers thereunto duly authorized, the day and year first above written.

N C RAILROAD, INC.

By: Timothy W. Jones
Its: President

This instrument prepared by:
Timothy W. Jones
Attorney at Law
Corporate Counsel
National Coal Corporation
& N C Railroad, Inc.
8915 George Williams Road
Knoxville, TN 37923
(865) 690-6900

CORPORATE SEAL

STATE OF TENNESSEE)

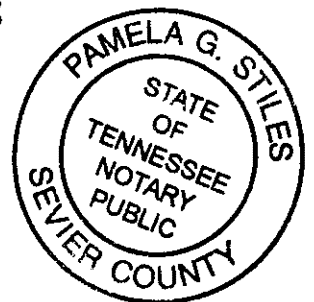
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Timothy W. Jones, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the President of **N C Railroad, Inc.**, the within named bargainor, a **Tennessee corporation**, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and Official Seal at office this the 18th day of May, 2010.

Pamela G. Stiles
Notary Public

My Commission Expires: 5-1-2013



PROPERTY OWNER/TAX RESPONSIBILITY

R.J. Corman Railroad Property, LLC
110 North Main Street
Nicholasville, Kentucky 40356

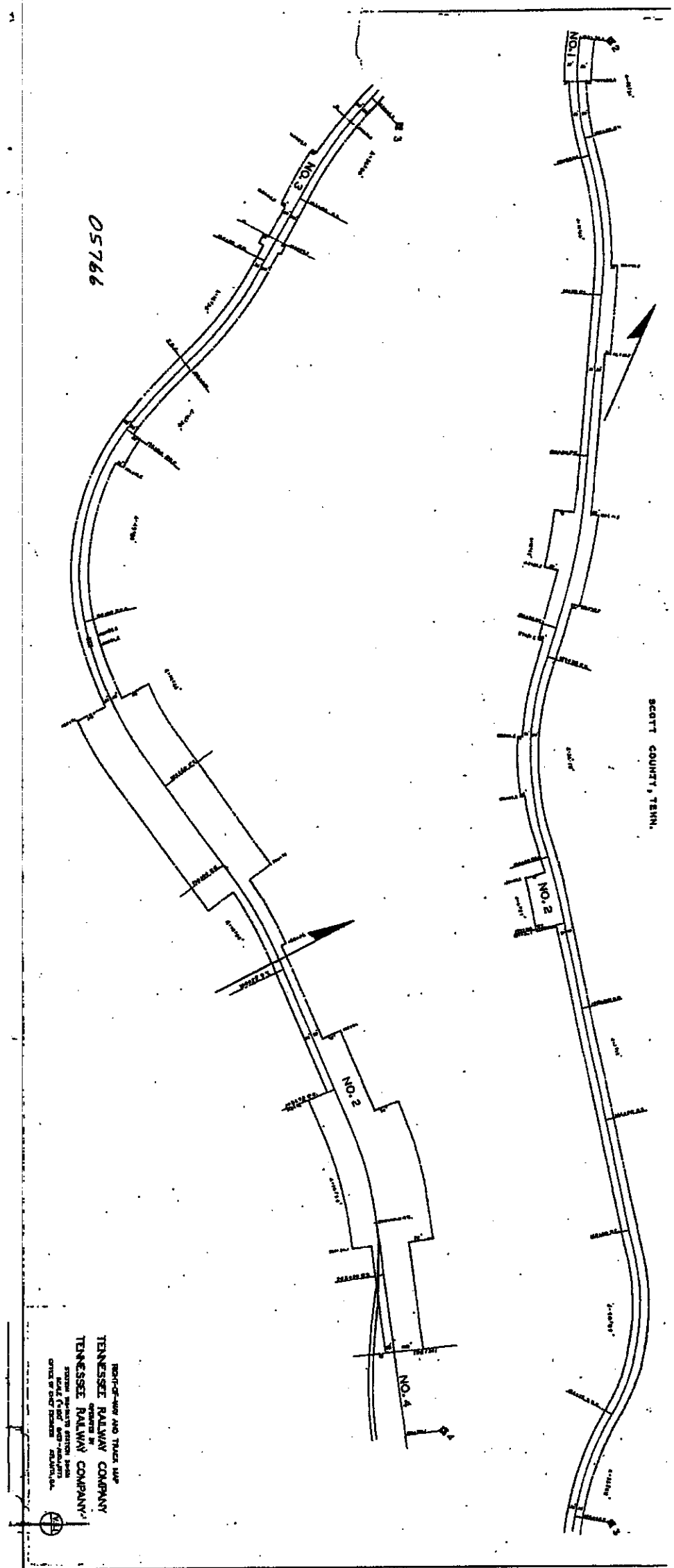
EXHIBIT A

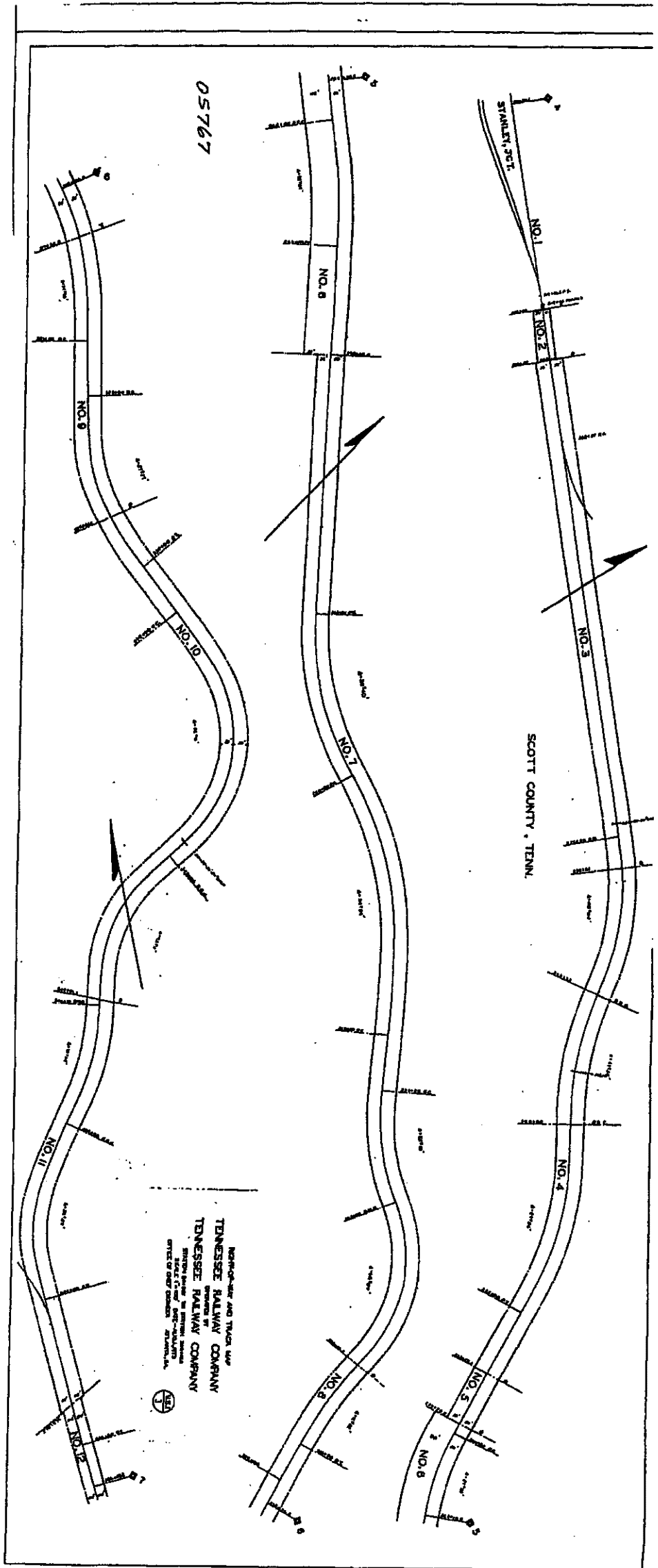
Prior title references:

Deed Book T, pages 502-504;
Deed Book T, page 505;
Deed Book 94, page 114;
Deed Book T, pages 507-510;
Deed Book 35, pages 373-375;
Deed Book 33, pages 87-89;
Deed Book 35, pages 360-362;
Deed Book 35, pages 354-360;
Deed Book 38, pages 455-457;
Deed Book 37, pages 430-432;
Deed Book 37, pages 432-434;
Deed Book 38, pages 451-453;
Deed Book 38, pages 453-455;
Deed Book 37, pages 308-310;
Deed Book 36, pages 396-399;
Deed Book 50, page 95;
Deed Book 40, pages 481-483;
Deed Book 40, pages 5-7;
Deed Book 38, page 449;
Deed Book 40, pages 151-153;
Deed Book 45, pages 400-401;
Deed Book 38, pages 450-451;
Deed Book 38, pages 581-582;
Deed Book 39, pages 379-380;
Deed Book 40, pages 541-543;
Deed Book 39, pages 377-379;
Deed Book 39, pages 384-385;
Deed Book 40, pages 113-115;
Deed Book 40, pages 493-494;
Deed Book 41, pages 30-31;
Deed Book 64, pages 179-180;
Deed Book 41, pages 26-28;
Deed Book 41, pages 31-33;
Deed Book 41, pages 33-34;
Deed Book 40, pages 115-116;
Deed Book T, pages 505-507;
Deed Book 33, page 72;
Deed Book 37, page 166;
Deed Book 37, page 169;
Deed Book 37, page 355;
Deed Book 38, page 463;
Deed Book 38, page 464;
Deed Book 38, page 497;
Deed Book 39, page 381;
Deed Book 39, page 382;
Deed Book 40, page 11;
Deed Book 40, page 170;
Deed Book 40, page 491;
Deed Book 40, page 523;
Deed Book 40, page 524;
Deed Book 41, page 25;
Deed Book 41, page 119;
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Deed Book 45, page 104;
Deed Book 46, page 44;
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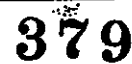
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Deed Book 130, page 252;
Deed Book 130, page 257;
Deed Book 133, page 305;
Deed Book 133, page 309;
Deed Book 133, page 313;
Deed Book 133, page 317;
Deed Book M-1, page 245;
Deed Book M-3, page 482;
Deed Book M-3, page 485;
Deed Book M-30, page 72;
Deed Book M-30, page 82;
Deed Book M-106, page 687; and
Deed Book 269, Page 653

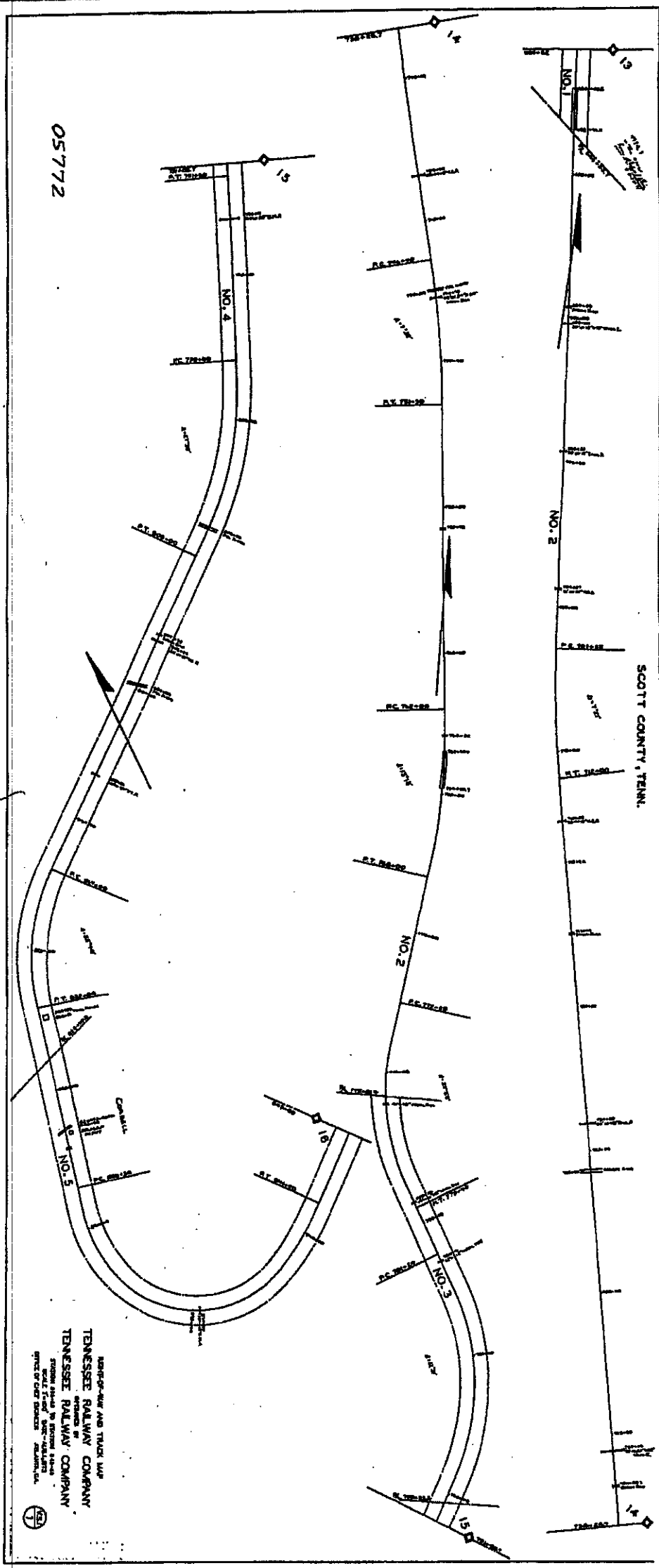
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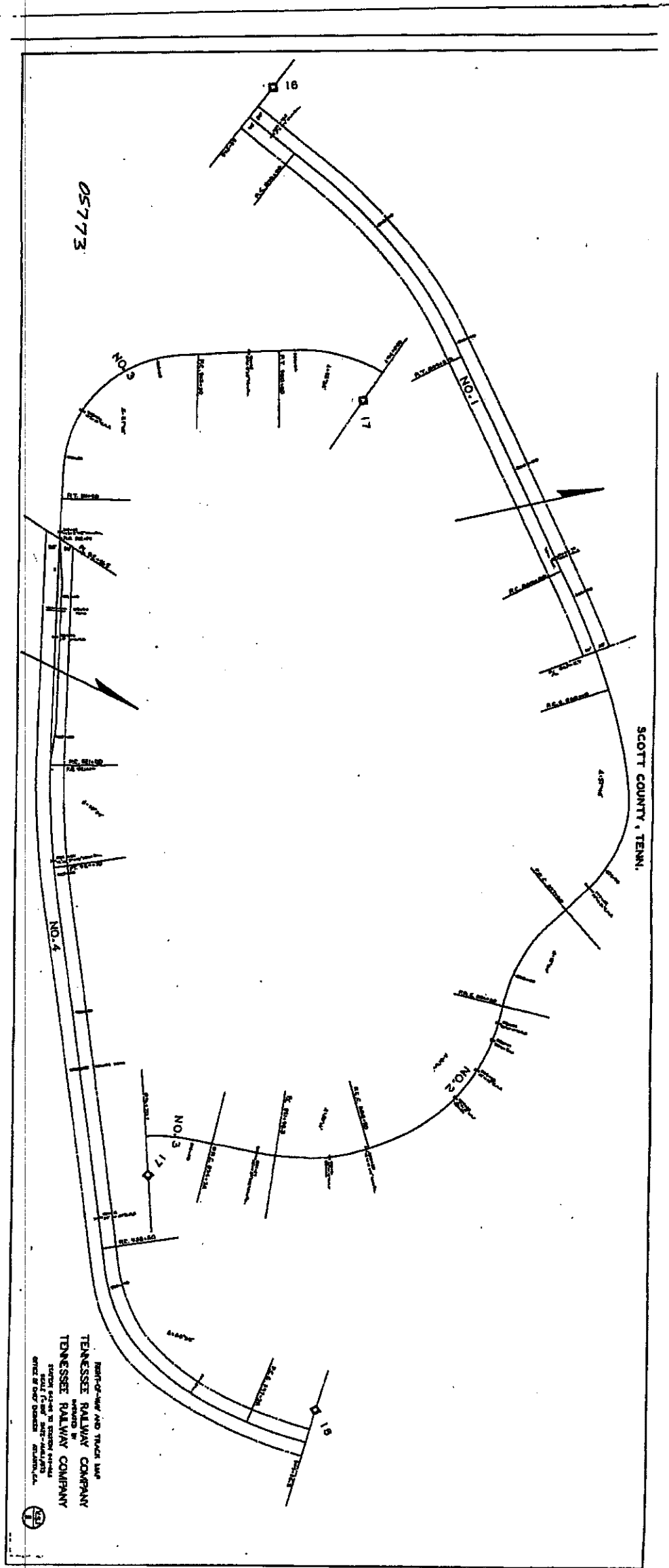


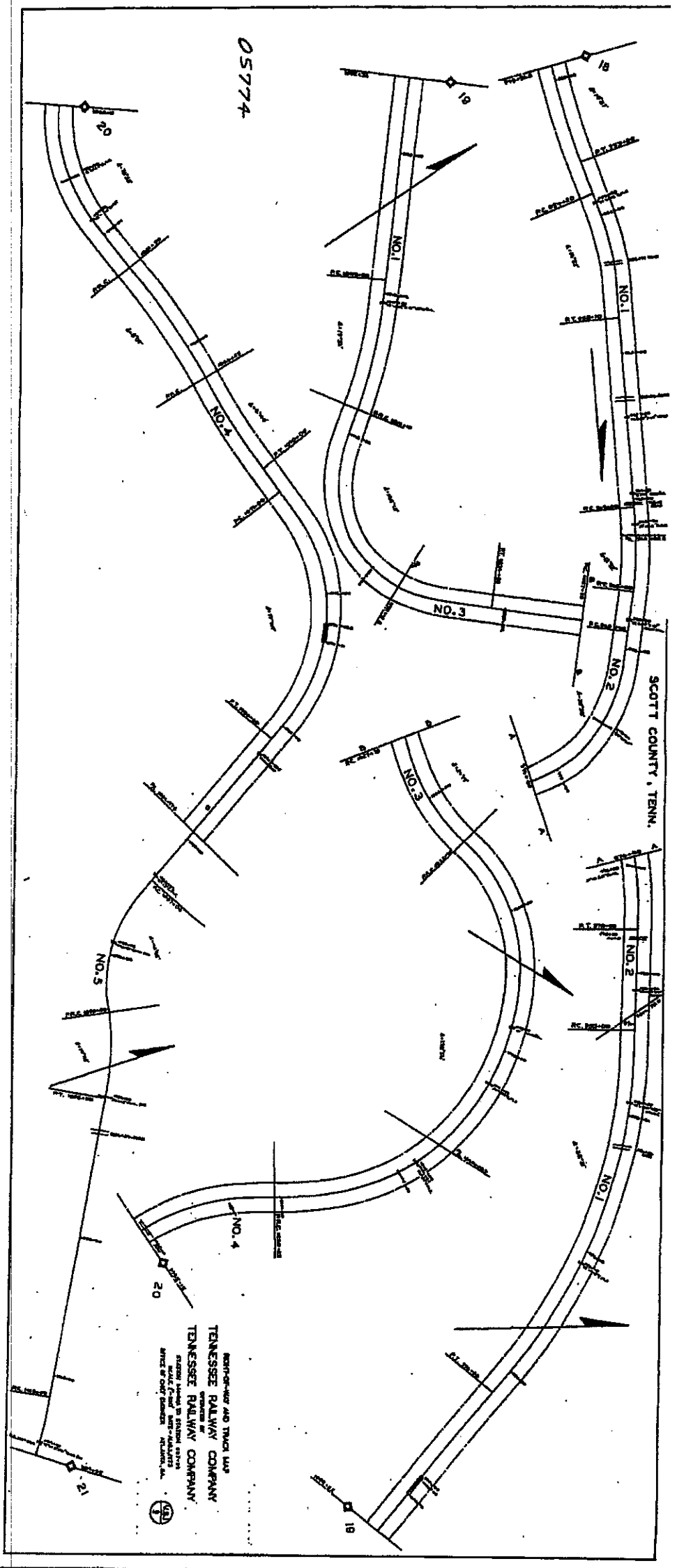




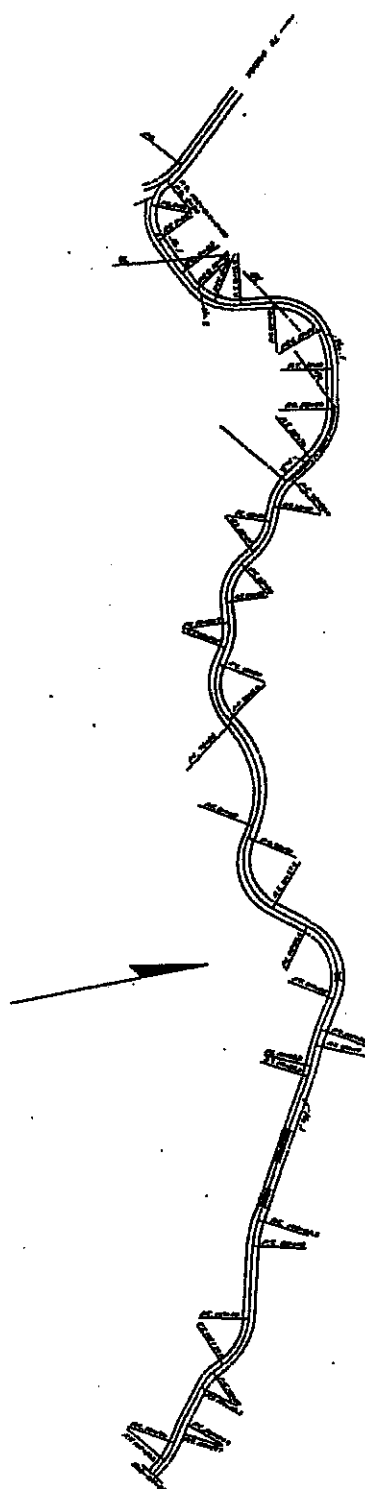






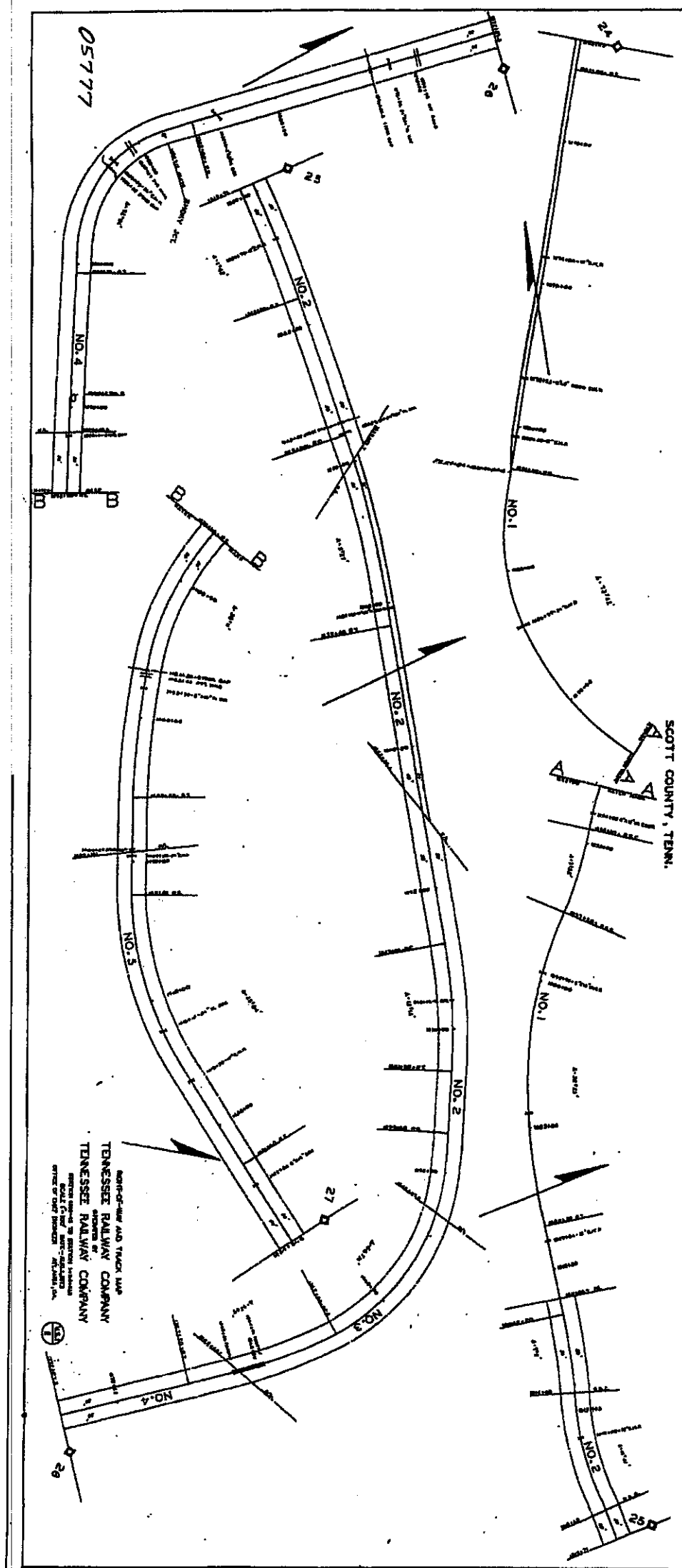


05776



ROPER-LOW AND TUCK, INC.
TENNESSEE RAILWAY COMPANY
TENNESSEE RAILWAY COMPANY
CHICAGO, ILL.
Sole "Low" and "Tuck"
OFFICE OF THE DIRECTOR, CHICAGO, ILL.





BK/PG: W458/765-777
10002604

13 PGS: AL - QUIT CLAIM DEED		
JUNE BATCH: 50804	05/21/2010 - 09:00 AM	
VALUE		0.00
MORTGAGE TAX		0.00
TRANSFER TAX		65.00
RECORDING FEE		0.00
ARCHIVE FEE		2.00
DP FEE		0.00
REGISTER'S FEE		67.00
TOTAL AMOUNT		
STATE OF TENNESSEE, CAMPBELL COUNTY		
DORMAS MILLER		
REGISTER OF DEEDS		

BK/PG: 1522/997-1009
10004275

13 PGS: AL - QUIT CLAIM
VETTA BATCH: 68669 05/21/2010 - 03:05 PM
STATE OF TENNESSEE

COUNTY OF ANDERSON

THIS DEED, made this 18th day of MAY, 2010, by and between
NC RAILROAD, INC., a Tennessee corporation, Grantor, party of the first part, and R.J.
CORMAN RAILROAD PROPERTY, LLC, a Kentucky limited liability company,
Grantee, party of the second part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100
Dollars (\$10.00) and other good and valuable consideration to it in hand paid by
Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby
quitclaim unto said Grantee, its successors and assigns, in "AS IS, WHERE IS"
condition on the Closing Date, all of the right, title and interest of the said Grantor in and
to the following described property: to wit,

All of the rights, title and interest of Grantor in a portion of the line of railway of
NC Railroad, Inc., comprised of land and right of way for main tracks, sidings and
other appurtenant railway facilities (hereinafter "RAIL LINE"), situate, lying and
being in the County of Campbell, State of Tennessee, and being more
particularly described as follows: to wit,

BEGINNING at the common line between Scott County, Tennessee and
Campbell County Tennessee, at a point on the centerline of the main track
of said railway, located at Railway Valuation Station 1475+44.1, more or
less, as shown on Railway Valuation Map V-1/12; thence, in a general
southwardly direction with a strip of land of varying widths on each side of
centerline of said railway, a distance of 34,355.9 feet, more or less, to a
point on the centerline of said railway at Railway Valuation Station
1819+00, more or less, said point being the common line between
Campbell County and Anderson County, Tennessee, and being the point of
terminus as shown on Railway Valuation Map V-1/14; said line of railway
being located substantially as shown on Railway Valuation Maps V-1/12,
13, 13a, 13b, 13c and 14, attached hereto as Exhibit B and made a part
hereof.

Reference is made for prior title to the attached Exhibit A.

FORM FOR OATH

I/we hereby swear or affirm that the actual consideration
for this transfer, or value of the property of interest in the
property transferred, whichever is greater is
\$ 457,500.00 which amount is equal to or greater
than the amount which the property or interest in property
transferred would command at a fair and voluntary sale.

DeVane Smith
AFFIANT

Sworn to and subscribed before me this 18th day of May, 2010

Portia B. Rector Jr.
NOTARY PUBLIC OR REGISTER
By: A. D. L.

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00
STATE OF TENNESSEE, ANDERSON COUNTY	
TIM SHELTON	
REGISTER OF DEEDS	

It is the intent of Grantor to quitclaim all right, title and interest in and to the property (including, but not limited to, main tracks, sidings, spurs, and other appurtenant railway facilities) lying between Station 1475+44.1 (the beginning point) and Station 1819+00 (the ending point) only.

SUBJECT TO the Reserved Oil and Gas Rights of Tennessee Railway Company and its successors and assigns, including without limitation Tennessee Railway Company's interest in and reservations for Reserved Oil and Gas Agreements as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO the rights of the public or any easement holders or licensees in rights-of-way, rights-of-entry, water or drainage rights, ditches, culverts, sewers, streets, highways, roads, alleys, water courses, streams, rivers, creeks and waterways passing over, under, along, across or through the RAIL LINE, and rights, easements or licenses with respect to utility easements or other public service uses, whether or not the rights, easements or licenses are recorded;

SUBJECT TO any and all existing tenancies, occupancies, encumbrances, easements, rights, rights-of-entry, trackage rights, joint facilities agreements, leases, licenses, permits, privileges, contracts, agreements, sidetrack agreements, industrial track agreements, third party claims, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter;

SUBJECT TO any pipes, wires, poles, cables, conduits, towers, pipelines, signboards, culverts, drainage courses or systems, or other structures or facilities on, along, under, over or crossing the RAIL LINE, together with the rights of any person, company or entity entitled thereto to construct, install, maintain, repair, renew, replace, improve, operate, use, access, obtain utility or other services for or remove the same;

SUBJECT TO the rights of Tennessee Railway Company and any company controlling, controlled by or under common control with Tennessee Railway Company including its parent, subsidiary and affiliated companies, the parties to Reserved Oil and Gas Agreements, and all of their successors and assigns to access (ingress and egress) to, under, over, on, across or along the RAIL LINE for inspection, maintenance, repair, operation, replacement, installation or construction, improvement, receipt of utility or other services, or removal for their facilities, structures or improvements on, along, across, over or under, or that are accessed on, under, over, across or along the

RAIL LINE, whether those facilities, structures or improvements exist pursuant to subsequently discovered current or future Reserved Oil and Gas Agreements or under reservations or exceptions of Tennessee Railway Company or companies controlling, controlled by or under common control with Tennessee Railway Company, including its parent, subsidiary or affiliated companies, and all of their successors and assigns as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO existing or future Applicable Law, including any applicable zoning or subdivision laws (if any);

SUBJECT TO general ad valorem or real estate or real property Taxes and general and special assessments or Taxes for the year of Closing and subsequent years not yet due and payable;

SUBJECT TO any state of facts that an inspection, accurate surveyor engineering or environmental assessment did, would or may show;

SUBJECT TO any outstanding Related Agreements pertaining to the Property, except those which are retained by Tennessee Railway Company as pertaining to Reserved Oil and Gas Rights, whether or not recorded;

SUBJECT TO Tennessee Railway Company and its parent, subsidiary and affiliated companies, to the extent applicable, and its (and their) successors and assigns, subsequently discovered current and future Reserved Oil and Gas Rights as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO all restrictions, covenants, conditions, reservations, licenses, and easements, whether or not of record;

SUBJECT TO the exceptions and reservations of Tennessee Railway Company and its parent, subsidiaries and affiliates, of any current or future radio or communication licenses or facilities as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO THIS DISCLAIMER THAT GRANTOR SELLS, GRANTS, CONVEYS, ASSIGNS OR TRANSFERS THE DESCRIBED PROPERTY (RAIL LINE) TO GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND

BUYER EXPRESSLY WAIVES ANY CLAIM IT OTHER WISE MIGHT HAVE AGAINST GRANTOR FOR (i) PATENT OR LATENT DEFECTS IN THE PROPERTY, (ii) THE GENERAL CONDITION, ENVIRONMENTAL CONDITION AND STATE OF REPAIR OF THE PROPERTY, (iii) ANY MISSING TRACK OR FIXTURES, AND (iv) ANY ENCROACHMENTS THAT MAY NEED TO BE REMOVED OR REMEDIED AS OF THE CLOSING DATE AND, WITHOUT LIMITATION ON THE GENERAL APPLICATION OF THE FOREGOING WAIVERS.

SUBJECT TO any liens or collateral interest of the State of Tennessee on or in the RAIL LINE and any amount of State of Tennessee funds required to be repaid to the State which obligation shall be assumed by the Grantee, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes.

RIGHT OF FIRST REFUSAL: Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase the RAIL LINE commencing with the date of the execution of this deed. Grantor may exercise that right, by (i) matching any bona fide offer, evidenced by a written offer to purchase the RAIL LINE which Grantee is prepared to accept that is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets (based upon valuation) of the RAIL LINE or to sell to such party or parties a percentage of the assets of the RAIL LINE that would reduce Grantee's ownership below 50% of the assets of the RAIL LINE in one or more contemporaneous or successive transactions or (b) to sell to an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee or to sell to such party or parties a percentage of the equity of the Grantee that would reduce Grantee's ownership below 50% of the equity in one or more contemporaneous or successive transactions (excluding any lien or collateral interest that may be vested in the State of Tennessee by reason of the acceptance by Grantee of any funds of the State of Tennessee under any assistance program for "short-lines" that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE).

Grantor's consideration for purchase of the RAIL LINE pursuant to its exercise of the right of first refusal reserved and granted herein shall include the amount of the third party offer, including any amount of State of Tennessee funds required to be repaid to the State which may be assumed by the third party making the purchase offer, or plus any such amount if the offer does not include its assumption by the offeror to the extent the offeror has further agreed in writing with Grantee to increase its total offered consideration to assume or pay part or all of such amount, provided however, that such repayment by Grantor shall be limited to funds that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes and shall make such repayment on or before the Closing Date of the repurchase of the RAIL LINE in order that any liens or collateral interest of the State of Tennessee on or in the RAIL LINE may be removed as of that date, and provided further that any of the RAIL LINE's assets temporarily pledged to State of Tennessee as collateral for repayment of any such funds shall remain the property of Grantee, or of Grantor upon repurchase of the RAIL LINE, upon removal of the State's lien.

Grantor shall have thirty (30) days from the date Grantor receives the bona fide written offer that Grantee is prepared to accept to notify Grantee of its acceptance of repurchase of the RAIL LINE for the same consideration stated in that bona fide written offer. The right of first refusal granted herein shall inure to the benefit of Grantor, its parent company and their successors and assigns.

[Remainder of page intentionally left blank]

**STATE OF TENNESSEE
SCOTT COUNTY**

REGISTER'S OFFICE May 20, 2010
I, Porter B. Rector, Jr., Register of said County do certify that
the foregoing Quit Claim Deed Instrument is registered in said Office
in Deed Book No. 273 Page 387; that they were received May 20,
2010 at 1:28 P.M. and entered in Note Book 0 Page 395 State
Tax \$1,692.75 Fee 1.00 Recording Fee 65.00 Data Fee 2.00 Total \$1,760.75
Receipt No. 33949

Porter B. Rector Jr. 399
By: m.N.D.R. Register

IN WITNESS WHEREOF, N C Railroad, Inc. has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its respective officers thereunto duly authorized, the day and year first above written.

N C RAILROAD, INC.

By: Timothy W. Jones
Its: President

This instrument prepared by:
Timothy W. Jones
Attorney at Law
Corporate Counsel
National Coal Corporation
& N C Railroad, Inc.
8915 George Williams Road
Knoxville, TN 37923
(865) 690-6900

CORPORATE SEAL

STATE OF TENNESSEE)

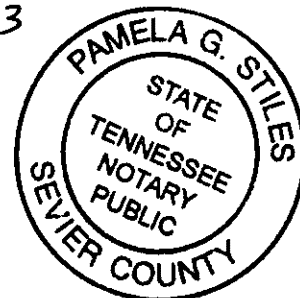
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Timothy W. Jones, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the President of **N C Railroad, Inc.**, the within named bargainor, a **Tennessee corporation**, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and Official Seal at office this the 18th day of May, 2010.

Pamela G. Stiles
Notary Public

My Commission Expires: 5-1-2013



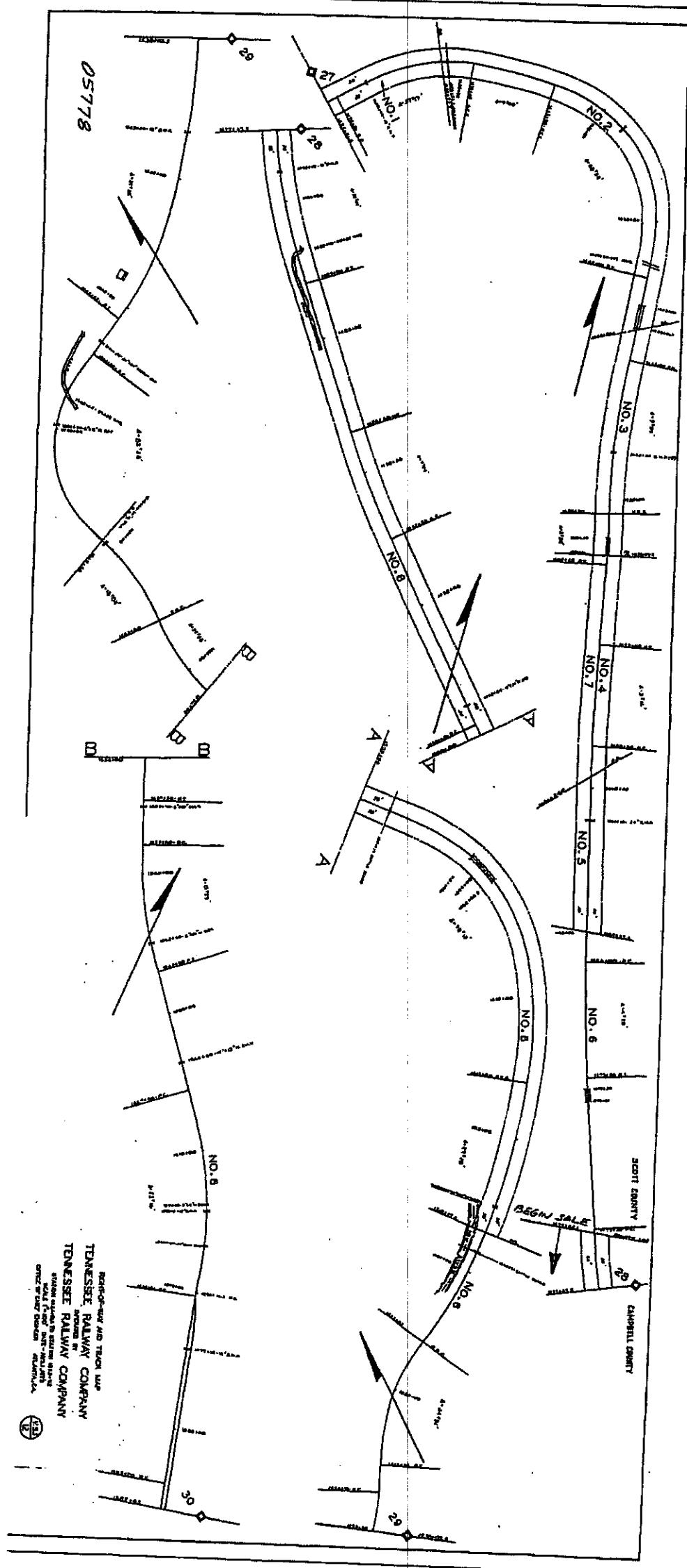
PROPERTY OWNER/TAX RESPONSIBILITY
R.J. Corman Railroad Property, LLC
110 North Main Street-
Nicholasville, Kentucky 40356

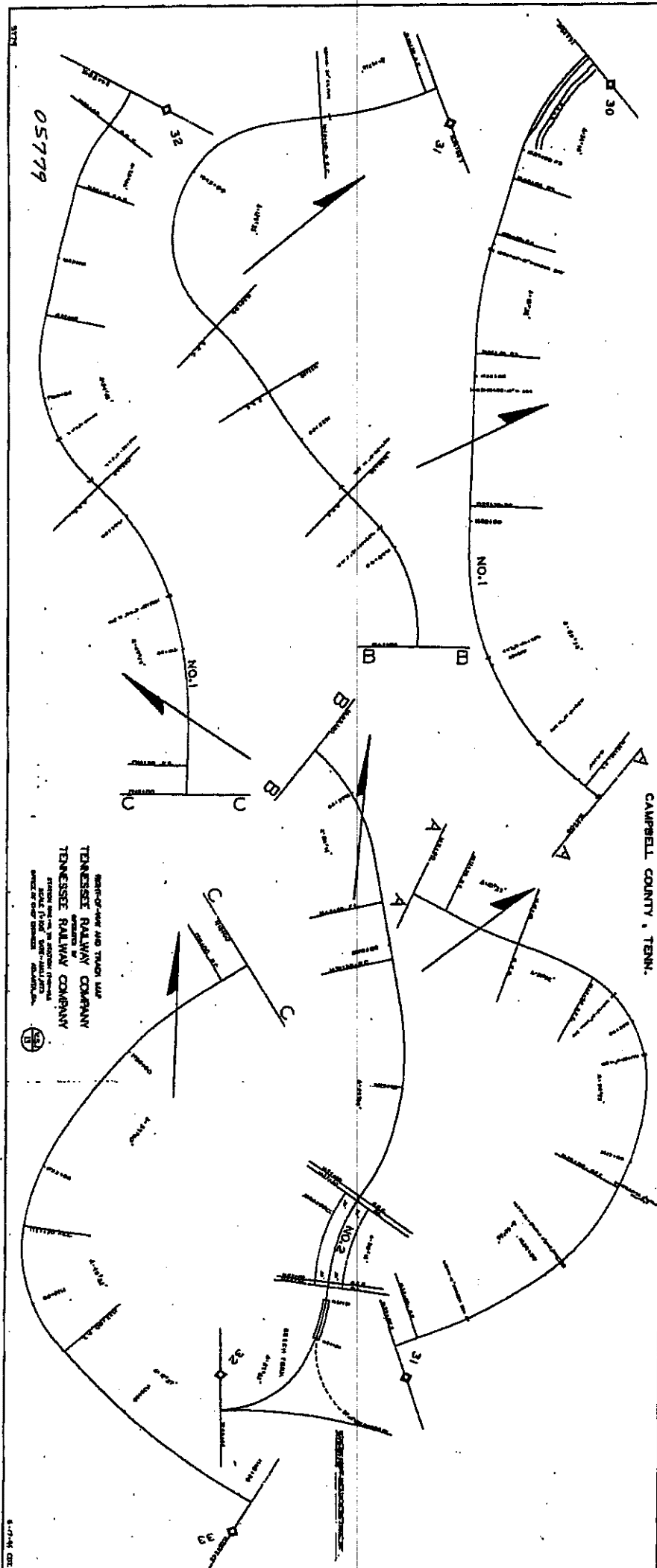
EXHIBIT A

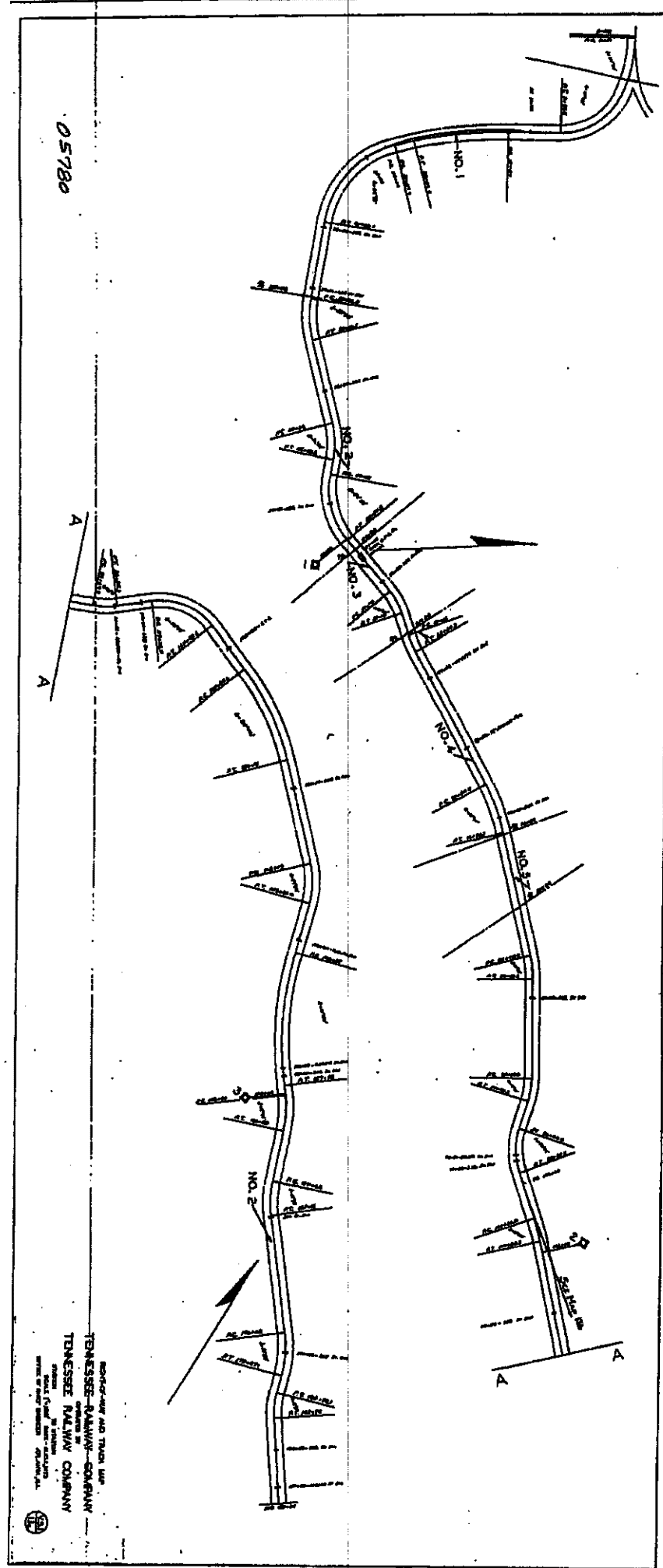
Prior title references:

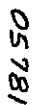
Deed Book 44, pages 93-94;
Deed Book 46, page 553;
Deed Book 68, page 75;
Deed Book 68, page 70;
Deed Book 66, pages 184-185;
Deed Book 68, page 66;
Deed Book 95, page 344;
Deed Book 95, page 145;
Deed Book 98, page 85;
Deed Book 95, page 344;
Deed Book 93, page 223;
Deed Book S-3, page 500;
Deed Book 96, page 546; and
Deed Book 452, page 659.

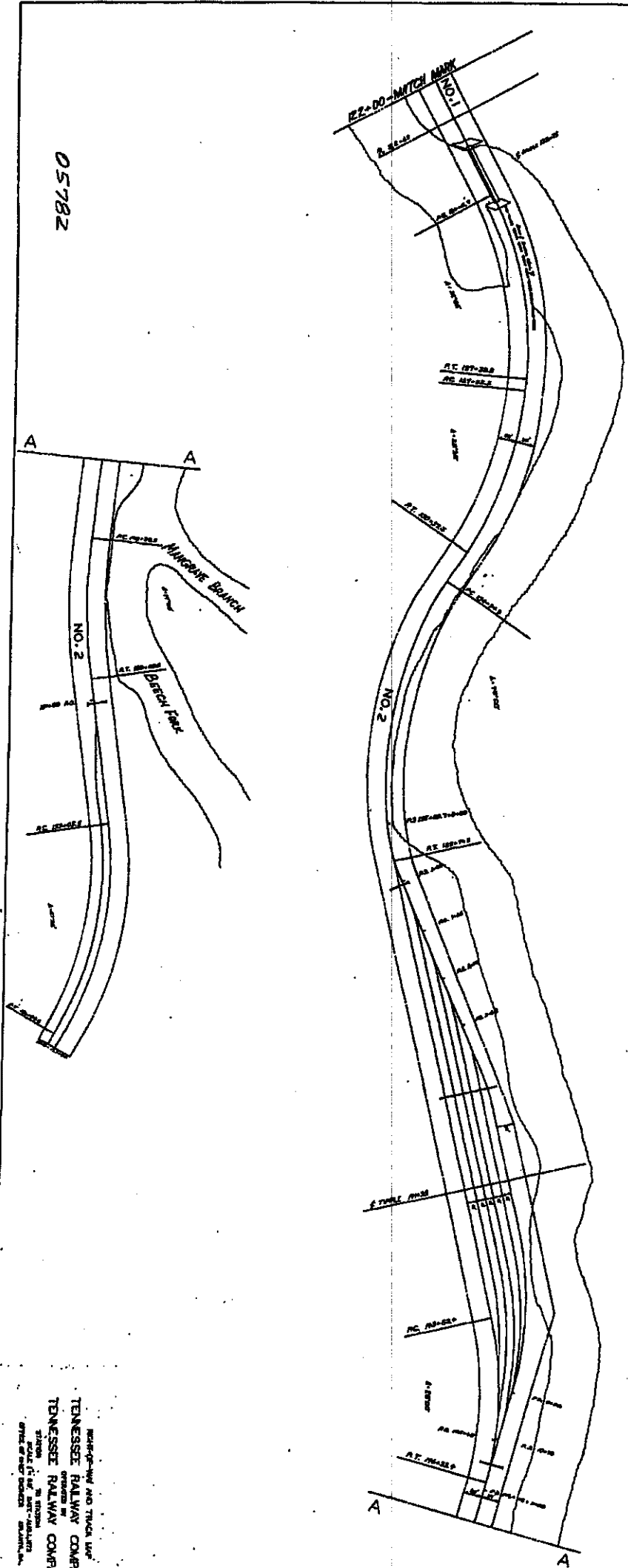
in the Register's Office for Campbell County, Tennessee.







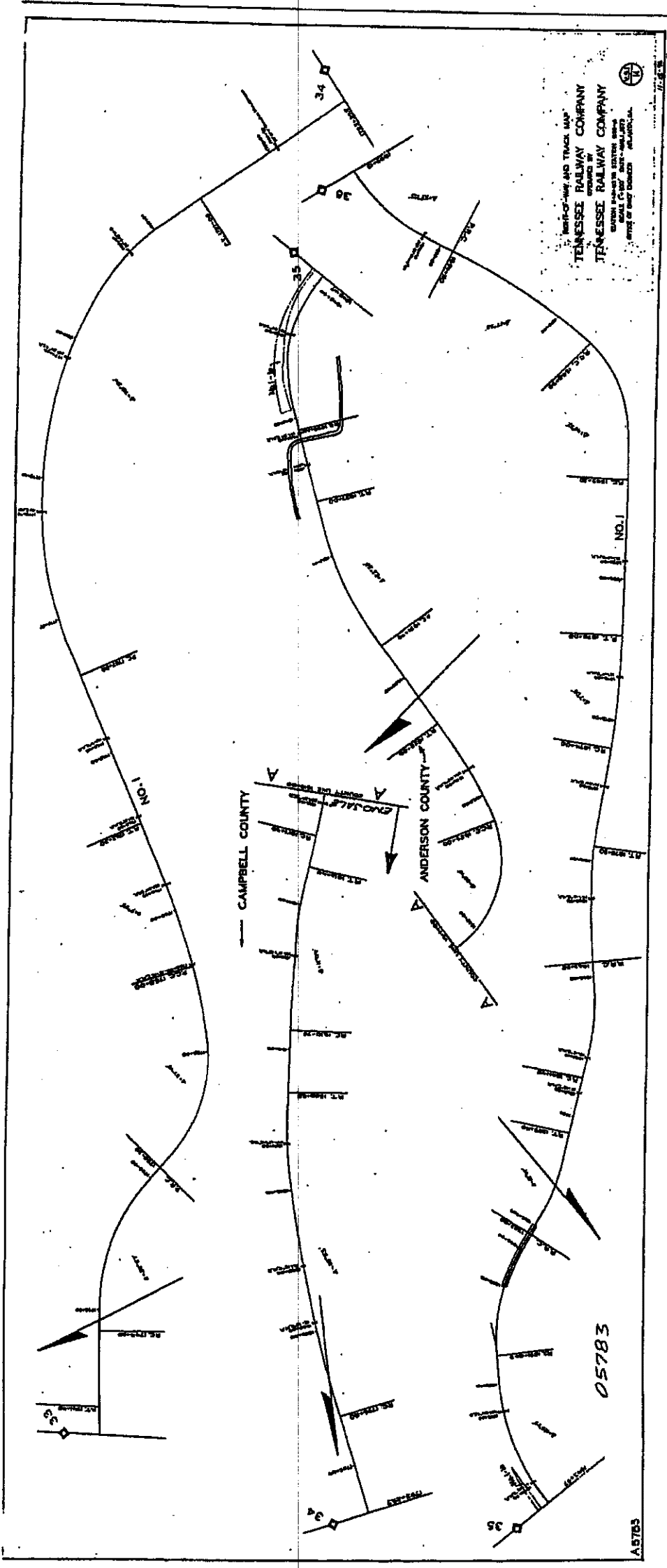




05782

INTER-STATE AND TRUCK LANE
TENNESSEE RAILWAY COMPANY
CREATED BY
TENNESSEE RAILWAY COMPANY
STATION
SCALE 1" = 100' HORIZ. 1" = 20' VERT.
OFFICE OF ROAD ENGINEER, MEMPHIS, TENN.





BK/PG: 1522/1010-1019

10004276

10 PGS : AL - QUIT CLAIM

VETTA BATCH: 68669 05/21/2010 - 03:05 PM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE	50.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, ANDERSON COUNTY

TIM SHELTON
REGISTER OF DEEDS

FORM FOR OATH

I/we hereby swear or affirm that the actual consideration for this transfer, or value of the property of interest in the property transferred, whichever is greater is \$ 413,400.00 which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

A. Nicole Brault
AFFIANT

Subscribed before me this 18th day of May, 2010

Portia B. Rector Jr.
NOTARY PUBLIC OR REGISTER

By: *B.N. D.R.*

BK/PG: W458/778-787

10002605

10 PGS : AL - QUIT CLAIM DEED

JUNE BATCH: 50804 05/21/2010 - 09:00 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 50.00

ARCHIVE FEE 0.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 52.00

STATE OF TENNESSEE, CAMPBELL COUNTY

DORMAS MILLER
REGISTER OF DEEDS

STATE OF TENNESSEE

COUNTY OF CAMPBELL

THIS DEED, made this 18th day of MAY, 2010, by and between
NC RAILROAD, INC., a Tennessee corporation, Grantor, party of the first part, and **R.J.
 CORMAN RAILROAD PROPERTY, LLC**, a Kentucky limited liability company,
 Grantee, party of the second part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby quitclaim unto said Grantee, its successors and assigns, in "AS IS, WHERE IS" condition on the Closing Date, all of the right, title and interest of the said Grantor in and to the following described property: to wit,

All of the rights, title and interest of Grantor in a portion of the line of railway of NC Railroad, Inc., comprised of land and right of way for main tracks, sidings and other appurtenant railway facilities (hereinafter "RAIL LINE"), situate, lying and being in the County of Campbell, State of Tennessee, and being more particularly described as follows: to wit,

BEGINNING at the common line between Scott County, Tennessee and Campbell County Tennessee, at a point on the centerline of the main track of said railway, located at Railway Valuation Station 1475+44.1, more or less, as shown on Railway Valuation Map V-1/12; thence, in a general southwardly direction with a strip of land of varying widths on each side of centerline of said railway, a distance of 34,355.9 feet, more or less, to a point on the centerline of said railway at Railway Valuation Station 1819+00, more or less, said point being the common line between Campbell County and Anderson County, Tennessee, and being the point of terminus as shown on Railway Valuation Map V-1/14; said line of railway being located substantially as shown on Railway Valuation Maps V-1/12, 13, 13a, 13b, 13c and 14, attached hereto as Exhibit B and made a part hereof.

Reference is made for prior title to the attached Exhibit A.

property (including, but not limited to, main tracks, sidings, spurs, and other appurtenant railway facilities) lying between Station 1819+00 (the beginning point) and Station 2216+23 (the ending point) only.

SUBJECT TO the Reserved Oil and Gas Rights of Tennessee Railway Company and its successors and assigns, including without limitation Tennessee Railway Company's interest in and reservations for Reserved Oil and Gas Agreements as shown in Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO the rights of the public or any easement holders or licensees in rights-of-way, rights-of-entry, water or drainage rights, ditches, culverts, sewers, streets, highways, roads, alleys, water courses, streams, rivers, creeks and waterways passing over, under, along, across or through the RAIL LINE, and rights, easements or licenses with respect to utility easements or other public service uses, whether or not the rights, easements or licenses are recorded;

SUBJECT TO any and all existing tenancies, occupancies, encumbrances, easements, rights, rights-of-entry, trackage rights, joint facilities agreements, leases, licenses, permits, privileges, contracts, agreements, sidetrack agreements, industrial track agreements, third party claims, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter;

SUBJECT TO any pipes, wires, poles, cables, conduits, towers, pipelines, signboards, culverts, drainage courses or systems, or other structures or facilities on, along, under, over or crossing the RAIL LINE, together with the rights of any person, company or entity entitled thereto to construct, install, maintain, repair, renew, replace, improve, operate, use, access, obtain utility or other services for or remove the same;

SUBJECT TO the rights of Tennessee Railway Company and any company controlling, controlled by or under common control with Tennessee Railway Company including its parent, subsidiary and affiliated companies, the parties to Reserved Oil and Gas Agreements, and all of their successors and assigns to access (ingress and egress) to, under, over, on, across or along the RAIL LINE for inspection, maintenance, repair, operation, replacement, installation or construction, improvement, receipt of utility or other services, or removal for their facilities, structures or improvements on, along, across, over or under, or that are accessed on, under, over, across or along the RAIL LINE, whether those facilities, structures or improvements exist pursuant to

subsequently discovered current or future Reserved Oil and Gas Agreements or under reservations or exceptions of Tennessee Railway Company or companies controlling, controlled by or under common control with Tennessee Railway Company, including its parent, subsidiary or affiliated companies, and all of their successors and assigns as shown in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO existing or future Applicable Law, including any applicable zoning or subdivision laws (if any);

SUBJECT TO general ad valorem or real estate or real property Taxes and general and special assessments or Taxes for the year of Closing and subsequent years not yet due and payable;

SUBJECT TO any state of facts that an inspection, accurate surveyor engineering or environmental assessment did, would or may show;

SUBJECT TO any outstanding Related Agreements pertaining to the Property, except those which are retained by Tennessee Railway Company as pertaining to Reserved Oil and Gas Rights, whether or not recorded;

SUBJECT TO Tennessee Railway Company and its parent, subsidiary and affiliated companies, to the extent applicable, and its (and their) successors and assigns, subsequently discovered current and future Reserved Oil and Gas Rights as referenced in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO all restrictions, covenants, conditions, reservations, licenses, and easements, whether or not of record;

SUBJECT TO the exceptions and reservations of Tennessee Railway Company and its parent, subsidiaries and affiliates, of any current or future radio or communication licenses or facilities as shown in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO THIS DISCLAIMER THAT GRANTOR SELLS, GRANTS, CONVEYS, ASSIGNS OR TRANSFERS THE DESCRIBED PROPERTY (RAIL LINE) TO GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY,

HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND BUYER EXPRESSLY WAIVES ANY CLAIM IT OTHER WISE MIGHT HAVE AGAINST GRANTOR FOR (i) PATENT OR LATENT DEFECTS IN THE PROPERTY, (ii) THE GENERAL CONDITION, ENVIRONMENTAL CONDITION AND STATE OF REPAIR OF THE PROPERTY, (iii) ANY MISSING TRACK OR FIXTURES, AND (iv) ANY ENCROACHMENTS THAT MAY NEED TO BE REMOVED OR REMEDIED AS OF THE CLOSING DATE AND, WITHOUT LIMITATION ON THE GENERAL APPLICATION OF THE FOREGOING WAIVERS.

SUBJECT TO any liens or collateral interest of the State of Tennessee on or in the RAIL LINE and any amount of State of Tennessee funds required to be repaid to the State which obligation shall be assumed by the Grantee, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes.

RIGHT OF FIRST REFUSAL: Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase the RAIL LINE commencing with the date of the execution of this deed. Grantor may exercise that right, by (i) matching any bona fide offer, evidenced by a written offer to purchase the RAIL LINE which Grantee is prepared to accept that is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets (based upon valuation) of the RAIL LINE or to sell to such party or parties a percentage of the assets of the RAIL LINE that would reduce Grantee's ownership below 50% of the assets of the RAIL LINE in one or more contemporaneous or successive transactions or (b) to sell to an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee or to sell to such party or parties a percentage of the equity of the Grantee that would reduce Grantee's ownership below 50% of the equity in one or more contemporaneous or successive transactions (excluding any lien or collateral interest that may be vested in the State of Tennessee by reason of the acceptance by Grantee of any funds of the State of Tennessee under any assistance program for "short-lines" that Grantee demonstrates to Grantor have been used solely

for the rehabilitation of the RAIL LINE).

Grantor's consideration for purchase of the RAIL LINE pursuant to its exercise of the right of first refusal reserved and granted herein shall include the amount of the third party offer, including any amount of State of Tennessee funds required to be repaid to the State which may be assumed by the third party making the purchase offer, or plus any such amount if the offer does not include its assumption by the offeror to the extent the offeror has further agreed in writing with Grantee to increase its total offered consideration to assume or pay part or all of such amount, provided however, that such repayment by Grantor shall be limited to funds that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes and shall make such repayment on or before the Closing Date of the repurchase of the RAIL LINE in order that any liens or collateral interest of the State of Tennessee on or in the RAIL LINE may be removed as of that date, and provided further that any of the RAIL LINE's assets temporarily pledged to State of Tennessee as collateral for repayment of any such funds shall remain the property of Grantee, or of Grantor upon repurchase of the RAIL LINE, upon removal of the State's lien.

Grantor shall have thirty (30) days from the date Grantor receives the bona fide written offer that Grantee is prepared to accept to notify Grantee of its acceptance of repurchase of the RAIL LINE for the same consideration stated in that bona fide written offer. The right of first refusal granted herein shall inure to the benefit of Grantor, its parent company and their successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, N C Railroad, Inc. has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its respective officers thereunto duly authorized, the day and year first above written.

N C RAILROAD, INC.

By: Timothy W. Jones
Its: President

This instrument prepared by:
Timothy W. Jones
Attorney at Law
Corporate Counsel
National Coal Corporation
& N C Railroad, Inc.
8915 George Williams Road
Knoxville, TN 37923
(865) 690-6900

CORPORATE SEAL

STATE OF TENNESSEE)

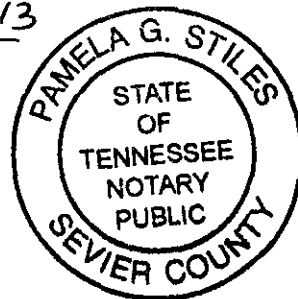
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Timothy W. Jones, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the President of **N C Railroad, Inc.**, the within named bargainor, a **Tennessee corporation**, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and Official Seal at office this the 18th day of May, 2010.

Pamela G. Stiles
Notary Public

My Commission Expires: 5-1-2013



PROPERTY OWNER/TAX RESPONSIBILITY

R.J. Corman Railroad Property, LLC
110 North Main Street
Nicholasville, Kentucky 40356

STATE OF TENNESSEE
SCOTT COUNTY

REGISTER'S OFFICE May 20, 2010

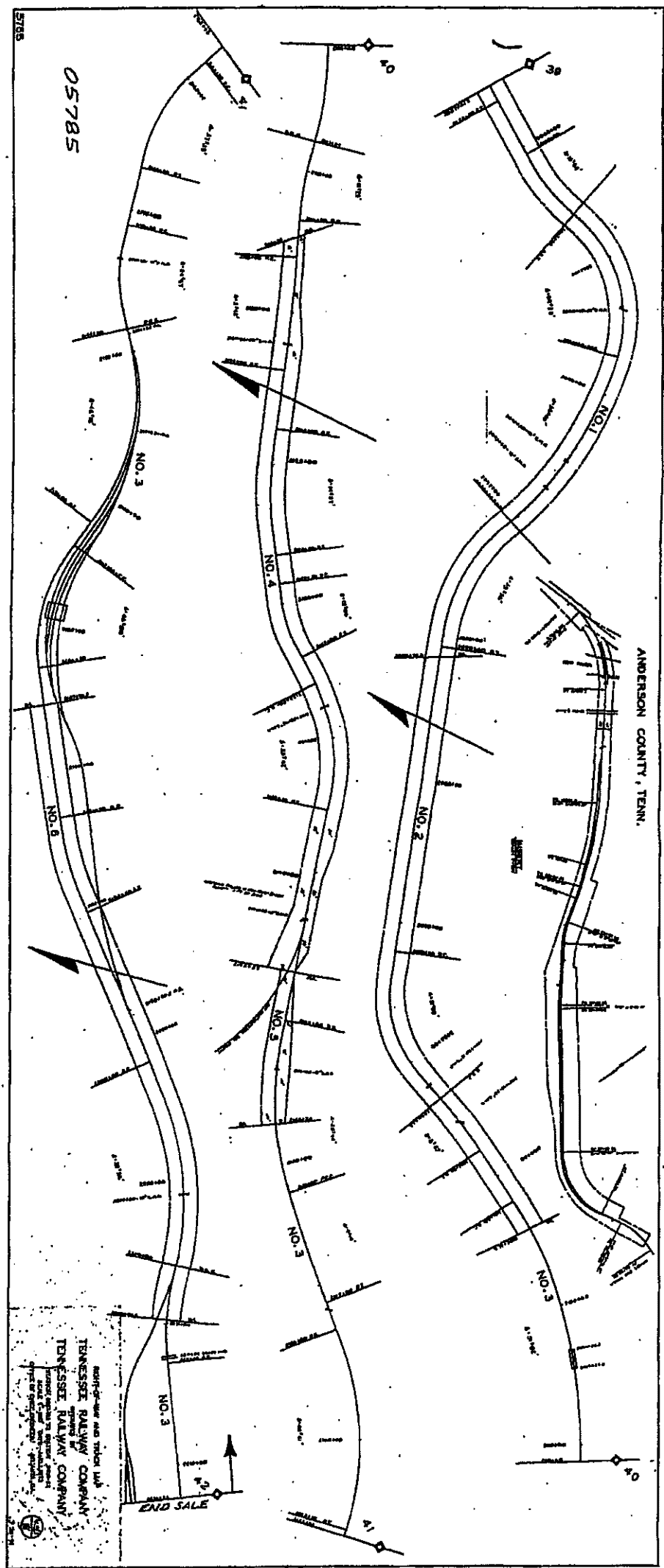
I, Porter B. Rector, Jr., Register of said County do certify that the foregoing Quit Claim Deed Instrument is registered in said Office in Deed Book No. 273 Page 400; that they were received May 20, 2010 at 1:28 P.M. and entered in Note Book 0 Page 395 State Tax \$1,529.58 Fee 1.00 Recording Fee 50.00 Data Fee 2.00 Total \$ 1,582.58
Receipt No. 33950

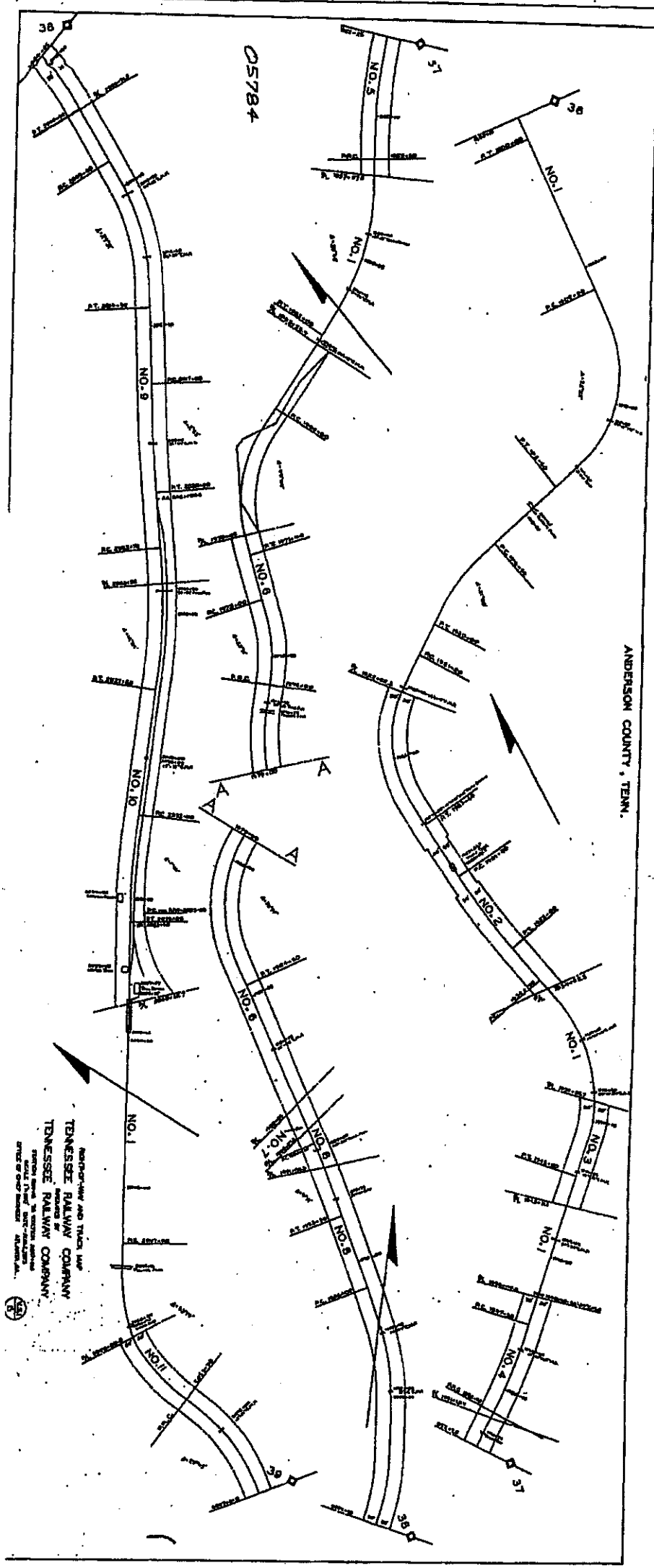
Porter B. Rector Jr. 409
By: M.N.D.R. Register

EXHIBIT A**Prior title references:**

Deed Book H-1, page 28;
Deed Book H-3, page 31;
Deed Book H-3, page 29;
Deed Book H-3, page 30;
Deed Book H-3, page 32;
Deed Book H-3, page 27;
Deed Book H-3, page 35;
Deed Book H-3, page 36;
Deed Book H-3, page 37;
Deed Book 60, page 367;
Deed Book G-4, page 443;
Deed Book H-3, page 102;
Deed Book H-3, page 28;
Deed Book J-4, page 522;
Deed Book S-3, page 457;
Deed Book S-3, page 501;
Deed Book TB-20, page 355;
Deed Book T-3, page 438;
Deed Book O-4, page 527;
Deed Book O-4, page 528;
Deed Book O-4, page 529;
Deed Book N-4, page 10;
Deed Book O-4, page 526;
Deed Book O-4, page 530;
Deed Book J-4, page 573;
Deed Book J-4, page 575;
Deed Book N-4, page 21;
Deed Book B-9, page 181;
Deed Book G-9, page 405; and
Deed Book 1506, page 461

in the Register's Office for Anderson County, Tennessee.





Correcting
BK 1522 pg 997
BK 1522 pg 1010

BK/PG: 1530/480-492	
10009004	
13 PGS: AL - DEED	
VETTA BATCH: 72248	
10/15/2010 - 08:52 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00
STATE OF TENNESSEE, ANDERSON COUNTY	
TIM SHELTON	
REGISTER OF DEEDS	

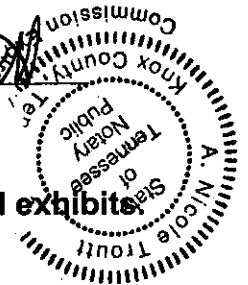
FORM FOR OATH

I/we hereby swear or affirm that the actual consideration for this transfer, or value of the property of interest in the property transferred, whichever is greater is \$Previously paid which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me this 19th day of August, 2010

NOTARY PUBLIC OR REGISTER



CORRECTED DEED

***Corrected for the purpose of correcting the county references and exhibits.**

STATE OF TENNESSEE

COUNTY OF CAMPBELL

THIS DEED, made this 9th day of August, 2010, by and between
NC RAILROAD, INC., a Tennessee corporation, Grantor, party of the first part, and **R.J. CORMAN RAILROAD PROPERTY, LLC**, a Kentucky limited liability company,
Grantee, party of the second part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby quitclaim unto said Grantee, its successors and assigns, in "AS IS, WHERE IS" condition on the Closing Date, all of the right, title and interest of the said Grantor in and to the following described property: to wit,

All of the rights, title and interest of Grantor in a portion of the line of railway of NC Railroad, Inc., comprised of land and right of way for main tracks, sidings and other appurtenant railway facilities (hereinafter "RAIL LINE"), situate, lying and being in the County of Campbell, State of Tennessee, and being more particularly described as follows: to wit,

BEGINNING at the common line between Scott County, Tennessee and Campbell County Tennessee, at a point on the centerline of the main track of said railway, located at Railway Valuation Station 1475+44.1, more or less, as shown on Railway Valuation Map V-1/12; thence, in a general southwardly direction with a strip of land of varying widths on each side of centerline of said railway, a distance of 34,355.9 feet, more or less, to a point on the centerline of said railway at Railway Valuation Station 1819+00, more or less, said point being the common line between Campbell County and Anderson County, Tennessee, and being the point of terminus as shown on Railway Valuation Map V-1/14; said line of railway being located substantially as shown on Railway Valuation Maps V-1/12, 13, 13a, 13b, 13c and 14, attached hereto as Exhibit B and made a part hereof.

Reference is made for prior title to the attached Exhibit A.

It is the intent of Grantor to quitclaim all right, title and interest in and to the property (including, but not limited to, main tracks, sidings, spurs, and other appurtenant railway facilities) lying between Station 1475+44.1 (the beginning point) and Station 1819+00 (the ending point) only.

SUBJECT TO the Reserved Oil and Gas Rights of Tennessee Railway Company and its successors and assigns, including without limitation Tennessee Railway Company's interest in and reservations for Reserved Oil and Gas Agreements as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO the rights of the public or any easement holders or licensees in rights-of-way, rights-of-entry, water or drainage rights, ditches, culverts, sewers, streets, highways, roads, alleys, water courses, streams, rivers, creeks and waterways passing over, under, along, across or through the RAIL LINE, and rights, easements or licenses with respect to utility easements or other public service uses, whether or not the rights, easements or licenses are recorded;

SUBJECT TO any and all existing tenancies, occupancies, encumbrances, easements, rights, rights-of-entry, trackage rights, joint facilities agreements, leases, licenses, permits, privileges, contracts, agreements, sidetrack agreements, industrial track agreements, third party claims, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter;

SUBJECT TO any pipes, wires, poles, cables, conduits, towers, pipelines, signboards, culverts, drainage courses or systems, or other structures or facilities on, along, under, over or crossing the RAIL LINE, together with the rights of any person, company or entity entitled thereto to construct, install, maintain, repair, renew, replace, improve, operate, use, access, obtain utility or other services for or remove the same;

SUBJECT TO the rights of Tennessee Railway Company and any company controlling, controlled by or under common control with Tennessee Railway Company including its parent, subsidiary and affiliated companies, the parties to Reserved Oil and Gas Agreements, and all of their successors and assigns to access (ingress and egress) to, under, over, on, across or along the RAIL LINE for inspection, maintenance, repair, operation, replacement, installation or construction, improvement, receipt of utility or other services, or removal for their facilities, structures or improvements on,

along, across, over or under, or that are accessed on, under, over, across or along the RAIL LINE, whether those facilities, structures or improvements exist pursuant to subsequently discovered current or future Reserved Oil and Gas Agreements or under reservations or exceptions of Tennessee Railway Company or companies controlling, controlled by or under common control with Tennessee Railway Company, including its parent, subsidiary or affiliated companies, and all of their successors and assigns as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO existing or future Applicable Law, including any applicable zoning or subdivision laws (if any);

SUBJECT TO general ad valorem or real estate or real property Taxes and general and special assessments or Taxes for the year of Closing and subsequent years not yet due and payable;

SUBJECT TO any state of facts that an inspection, accurate surveyor engineering or environmental assessment did, would or may show;

SUBJECT TO any outstanding Related Agreements pertaining to the Property, except those which are retained by Tennessee Railway Company as pertaining to Reserved Oil and Gas Rights, whether or not recorded;

SUBJECT TO Tennessee Railway Company and its parent, subsidiary and affiliated companies, to the extent applicable, and its (and their) successors and assigns, subsequently discovered current and future Reserved Oil and Gas Rights as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO all restrictions, covenants, conditions, reservations, licenses, and easements, whether or not of record;

SUBJECT TO the exceptions and reservations of Tennessee Railway Company and its parent, subsidiaries and affiliates, of any current or future radio or communication licenses or facilities as shown in Book 452, Page 659, Register's Office for Campbell County, Tennessee;

SUBJECT TO THIS DISCLAIMER THAT GRANTOR SELLS, GRANTS, CONVEYS, ASSIGNS OR TRANSFERS THE DESCRIBED PROPERTY (RAIL LINE) TO GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY,

HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND BUYER EXPRESSLY WAIVES ANY CLAIM IT OTHER WISE MIGHT HAVE AGAINST GRANTOR FOR (i) PATENT OR LATENT DEFECTS IN THE PROPERTY, (ii) THE GENERAL CONDITION, ENVIRONMENTAL CONDITION AND STATE OF REPAIR OF THE PROPERTY, (iii) ANY MISSING TRACK OR FIXTURES, AND (iv) ANY ENCROACHMENTS THAT MAY NEED TO BE REMOVED OR REMEDIED AS OF THE CLOSING DATE AND, WITHOUT LIMITATION ON THE GENERAL APPLICATION OF THE FOREGOING WAIVERS.

SUBJECT TO any liens or collateral interest of the State of Tennessee on or in the RAIL LINE and any amount of State of Tennessee funds required to be repaid to the State which obligation shall be assumed by the Grantee, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes.

RIGHT OF FIRST REFUSAL: Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase the RAIL LINE commencing with the date of the execution of this deed. Grantor may exercise that right, by (i) matching any bona fide offer, evidenced by a written offer to purchase the RAIL LINE which Grantee is prepared to accept that is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets (based upon valuation) of the RAIL LINE or to sell to such party or parties a percentage of the assets of the RAIL LINE that would reduce Grantee's ownership below 50% of the assets of the RAIL LINE in one or more contemporaneous or successive transactions or (b) to sell to an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee or to sell to such party or parties a percentage of the equity of the Grantee that would reduce Grantee's ownership below 50% of the equity in one or more contemporaneous or successive transactions (excluding any lien or collateral interest that may be vested in the State of Tennessee by reason of the acceptance by Grantee of any funds of the State of Tennessee under any assistance program for "short-lines" that Grantee demonstrates to Grantor have been used solely

for the rehabilitation of the RAIL LINE).

Grantor's consideration for purchase of the RAIL LINE pursuant to its exercise of the right of first refusal reserved and granted herein shall include the amount of the third party offer, including any amount of State of Tennessee funds required to be repaid to the State which may be assumed by the third party making the purchase offer, or plus any such amount if the offer does not include its assumption by the offeror to the extent the offeror has further agreed in writing with Grantee to increase its total offered consideration to assume or pay part or all of such amount, provided however, that such repayment by Grantor shall be limited to funds that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes and shall make such repayment on or before the Closing Date of the repurchase of the RAIL LINE in order that any liens or collateral interest of the State of Tennessee on or in the RAIL LINE may be removed as of that date, and provided further that any of the RAIL LINE's assets temporarily pledged to State of Tennessee as collateral for repayment of any such funds shall remain the property of Grantee, or of Grantor upon repurchase of the RAIL LINE, upon removal of the State's lien.

Grantor shall have thirty (30) days from the date Grantor receives the bona fide written offer that Grantee is prepared to accept to notify Grantee of its acceptance of repurchase of the RAIL LINE for the same consideration stated in that bona fide written offer. The right of first refusal granted herein shall inure to the benefit of Grantor, its parent company and their successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, N C Railroad, Inc. has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its respective officers thereunto duly authorized, the day and year first above written.

N C RAILROAD, INC.

By: Timothy W. Jones
Its: President

This instrument prepared by:
Timothy W. Jones
Attorney at Law
Corporate Counsel
National Coal Corporation
& N C Railroad, Inc.
8915 George Williams Road
Knoxville, TN 37923
(865) 690-6900

CORPORATE SEAL

STATE OF TENNESSEE)

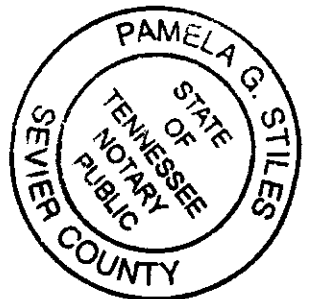
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Timothy W. Jones, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the President of **N C Railroad, Inc.**, the within named bargainor, a **Tennessee corporation**, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and Official Seal at office this the 9th day of August, 2010.

Pamela G. Stiles
Notary Public

My Commission Expires: 5-1-2013



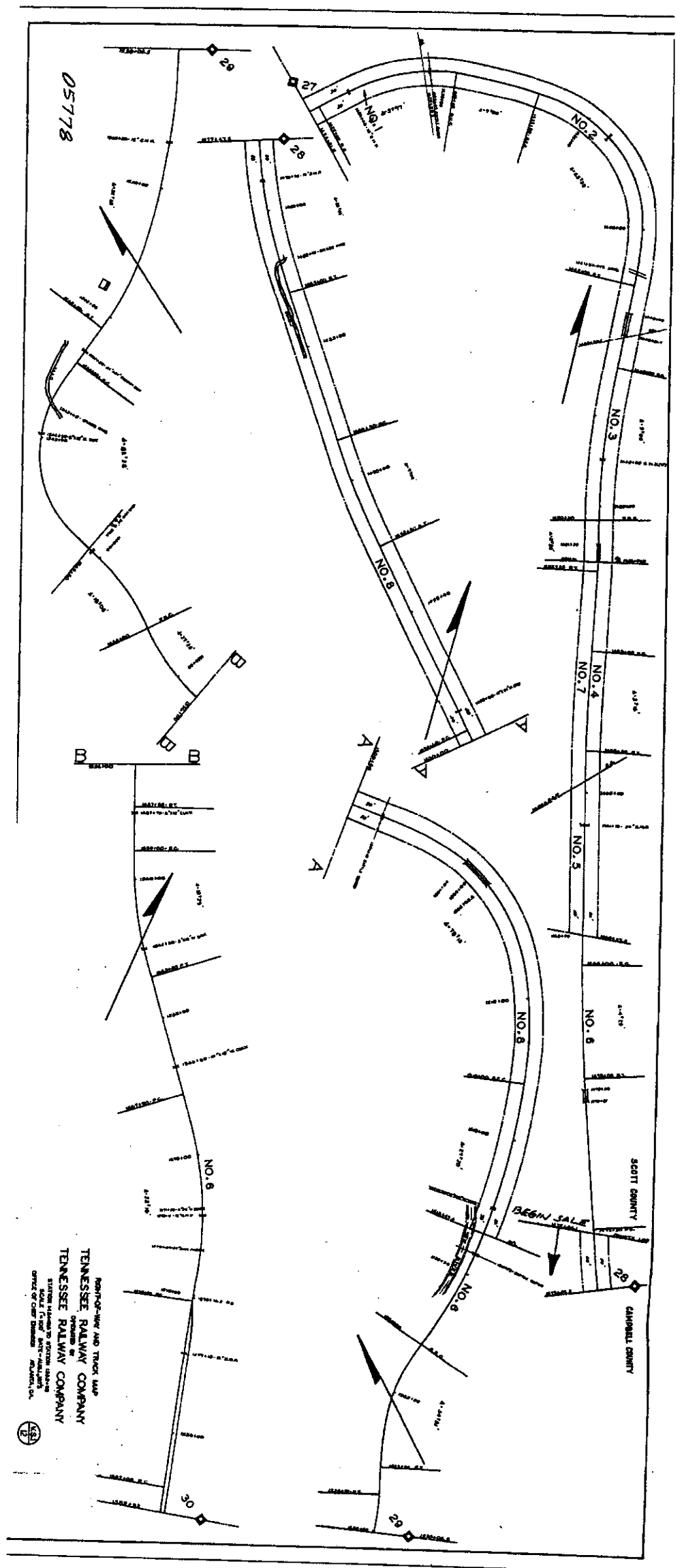
Send TAX Notices to:
RJ Corman Railroad Property, LLC
110 North Main St.
Nicholasville, KY 40356
TAX ID: UTIL 40114

EXHIBIT A

Prior title references:

Deed Book 44, pages 93-94;
Deed Book 46, page 553;
Deed Book 68, page 75;
Deed Book 68, page 70;
Deed Book 66, pages 184-185;
Deed Book 68, page 66;
Deed Book 95, page 344;
Deed Book 95, page 145;
Deed Book 98, page 85;
Deed Book 95, page 344;
Deed Book 93, page 223;
Deed Book S-3, page 500;
Deed Book 96, page 546; and
Deed Book 452, page 659.

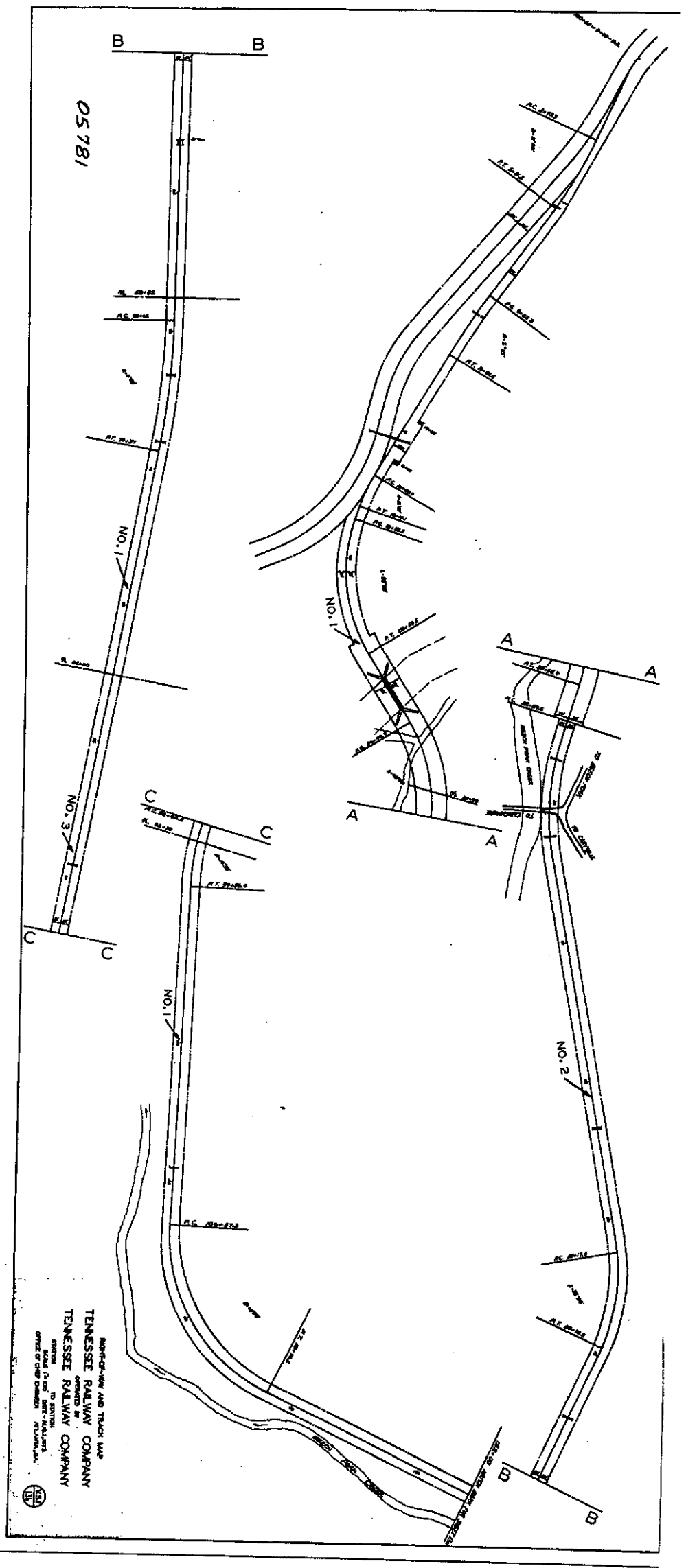
in the Register's Office for Campbell County, Tennessee.



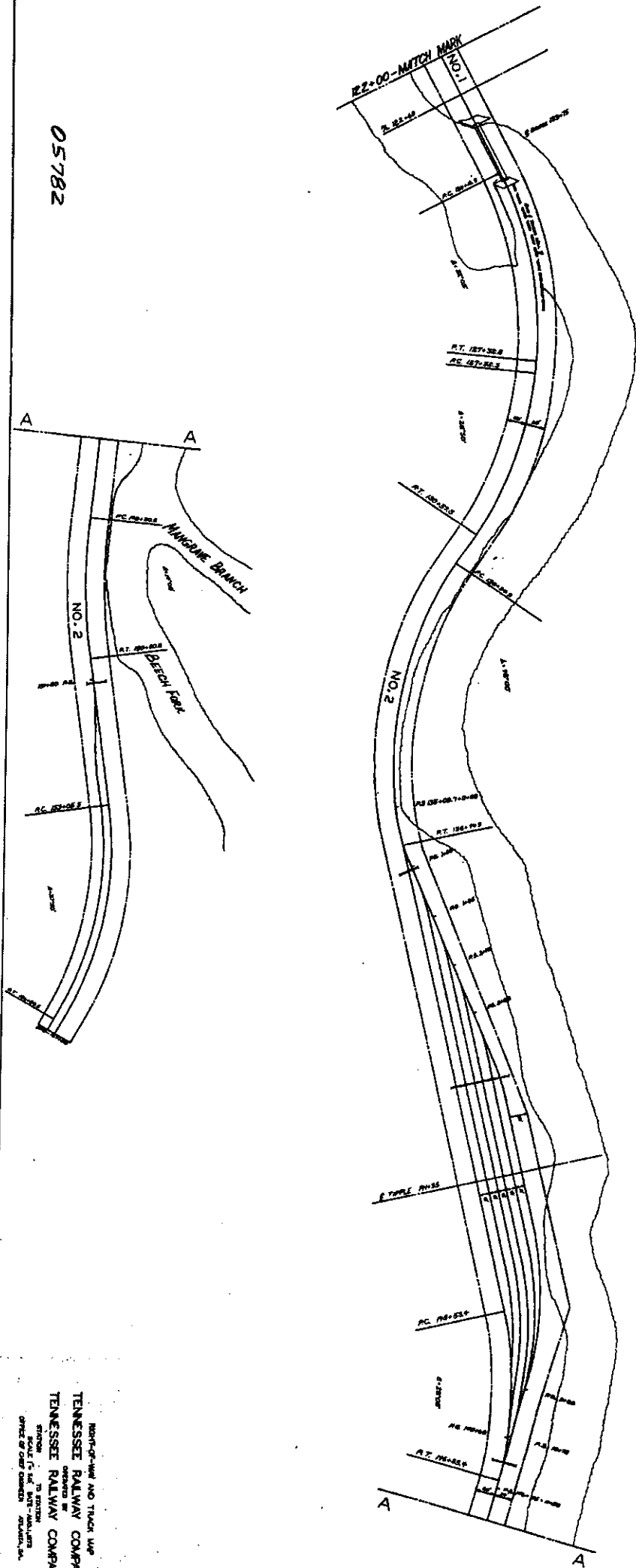
05778

RIGHT-OF-WAY AND TRACK MAP
TENNESSEE RAILWAY COMPANY
STATION MAPS TO SECTION MAPS
SCALE 1/4" = 1 MILE
OFFICE OF CHIEF ENGINEER, MEMPHIS, TENN.





05782



NOTICE: THIS DRAWING IS THE PROPERTY OF THE
TENNESSEE RAILWAY COMPANY
AND IS NOT TO BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION STORAGE AND
RETRIEVAL SYSTEM, WITHOUT PERMISSION
IN WRITING FROM THE TENNESSEE
RAILWAY COMPANY, CHATTANOOGA, TENN.



BK/PG: 1530/470-479

10009003

10 PGS: AL - DEED	
VETTA BATCH: 72248	
10/15/2010 - 08:52 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, ANDERSON COUNTY

TIM SHELTON
REGISTER OF DEEDS

FORM FOR OATH

I/we hereby swear or affirm that the actual consideration for this transfer, or value of the property of interest in the property transferred, whichever is greater is \$ previously paid which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me this 9th day of August, 2010

NOTARY PUBLIC OR REGISTER

CORRECTED DEED

*Corrected for the purpose of correcting the county references and exhibits.

STATE OF TENNESSEE

COUNTY OF ANDERSON

THIS DEED, made this 9th day of August, 2010, by and between
NC RAILROAD, INC., a Tennessee corporation, Grantor, party of the first part, and R.J.
CORMAN RAILROAD PROPERTY, LLC, a Kentucky limited liability company,
Grantee, party of the second part;

WITNESSETH:

THAT the said Grantor, for and in consideration of the sum of Ten and No/100
Dollars (\$10.00) and other good and valuable consideration to it in hand paid by
Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby
quitclaim unto said Grantee, its successors and assigns, in "AS IS, WHERE IS"
condition on the Closing Date, all of the right, title and interest of the said Grantor in and
to the following described property: to wit,

All of the rights, title and interest of Grantor in a portion of the line of railway of
NC Railroad, Inc., comprised of land and right of way for main tracks, sidings and
other appurtenant railway facilities (hereinafter "RAIL LINE"), situate, lying and
being in the County of Anderson, State of Tennessee, and being more
particularly described as follows: to wit,

BEGINNING at the common line between Campbell County, Tennessee and
Anderson County, Tennessee, at a point on the centerline of the main track of
said railway, located at Railway Valuation Station 1819+00, more or less, as
shown on Railway Valuation Map V-1/14; thence, in a general southwardly
direction with a strip of land of varying widths on each side of centerline of said
railway, a distance of 39,723 feet, more or less, to a point on the centerline of
said railway at Railway Valuation Station 2216+23, more or less, said point being
at Milepost 42, and being the point of terminus as shown on Railway Valuation
Map V-1/16; said line of railway being located substantially as shown on Railway
Valuation Maps V-1/14, 15, and 16, attached hereto as Exhibit B and made a
part hereof.

Reference is made for prior title to the attached Exhibit A.

It is the intent of Grantor to quitclaim all right, title and interest in and to the property (including, but not limited to, main tracks, sidings, spurs, and other appurtenant railway facilities) lying between Station 1819+00 (the beginning point) and Station 2216+23 (the ending point) only.

SUBJECT TO the Reserved Oil and Gas Rights of Tennessee Railway Company and its successors and assigns, including without limitation Tennessee Railway Company's interest in and reservations for Reserved Oil and Gas Agreements as shown in Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO the rights of the public or any easement holders or licensees in rights-of-way, rights-of-entry, water or drainage rights, ditches, culverts, sewers, streets, highways, roads, alleys, water courses, streams, rivers, creeks and waterways passing over, under, along, across or through the RAIL LINE, and rights, easements or licenses with respect to utility easements or other public service uses, whether or not the rights, easements or licenses are recorded;

SUBJECT TO any and all existing tenancies, occupancies, encumbrances, easements, rights, rights-of-entry, trackage rights, joint facilities agreements, leases, licenses, permits, privileges, contracts, agreements, sidetrack agreements, industrial track agreements, third party claims, covenants, conditions, restrictions, reservations, rights of re-entry and possibilities of reverter;

SUBJECT TO any pipes, wires, poles, cables, conduits, towers, pipelines, signboards, culverts, drainage courses or systems, or other structures or facilities on, along, under, over or crossing the RAIL LINE, together with the rights of any person, company or entity entitled thereto to construct, install, maintain, repair, renew, replace, improve, operate, use, access, obtain utility or other services for or remove the same;

SUBJECT TO the rights of Tennessee Railway Company and any company controlling, controlled by or under common control with Tennessee Railway Company including its parent, subsidiary and affiliated companies, the parties to Reserved Oil and Gas Agreements, and all of their successors and assigns to access (ingress and egress) to, under, over, on, across or along the RAIL LINE for inspection, maintenance, repair, operation, replacement, installation or construction, improvement, receipt of utility or other services, or removal for their facilities, structures or improvements on,

along, across, over or under, or that are accessed on, under, over, across or along the RAIL LINE, whether those facilities, structures or improvements exist pursuant to subsequently discovered current or future Reserved Oil and Gas Agreements or under reservations or exceptions of Tennessee Railway Company or companies controlling, controlled by or under common control with Tennessee Railway Company, including its parent, subsidiary or affiliated companies, and all of their successors and assigns as shown in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO existing or future Applicable Law, including any applicable zoning or subdivision laws (if any);

SUBJECT TO general ad valorem or real estate or real property Taxes and general and special assessments or Taxes for the year of Closing and subsequent years not yet due and payable;

SUBJECT TO any state of facts that an inspection, accurate surveyor engineering or environmental assessment did, would or may show;

SUBJECT TO any outstanding Related Agreements pertaining to the Property, except those which are retained by Tennessee Railway Company as pertaining to Reserved Oil and Gas Rights, whether or not recorded;

SUBJECT TO Tennessee Railway Company and its parent, subsidiary and affiliated companies, to the extent applicable, and its (and their) successors and assigns, subsequently discovered current and future Reserved Oil and Gas Rights as referenced in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO all restrictions, covenants, conditions, reservations, licenses, and easements, whether or not of record;

SUBJECT TO the exceptions and reservations of Tennessee Railway Company and its parent, subsidiaries and affiliates, of any current or future radio or communication licenses or facilities as shown in Deed Book 1506, Page 461, Register's Office for Anderson County, Tennessee;

SUBJECT TO THIS DISCLAIMER THAT GRANTOR SELLS, GRANTS, CONVEYS, ASSIGNS OR TRANSFERS THE DESCRIBED PROPERTY (RAIL LINE)

TO GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND BUYER EXPRESSLY WAIVES ANY CLAIM IT OTHER WISE MIGHT HAVE AGAINST GRANTOR FOR (i) PATENT OR LATENT DEFECTS IN THE PROPERTY, (ii) THE GENERAL CONDITION, ENVIRONMENTAL CONDITION AND STATE OF REPAIR OF THE PROPERTY, (iii) ANY MISSING TRACK OR FIXTURES, AND (iv) ANY ENCROACHMENTS THAT MAY NEED TO BE REMOVED OR REMEDIED AS OF THE CLOSING DATE AND, WITHOUT LIMITATION ON THE GENERAL APPLICATION OF THE FOREGOING WAIVERS.

SUBJECT TO any liens or collateral interest of the State of Tennessee on or in the RAIL LINE and any amount of State of Tennessee funds required to be repaid to the State which obligation shall be assumed by the Grantee, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes.

RIGHT OF FIRST REFUSAL: Grantor hereby reserves and Grantee hereby grants to Grantor a right of first refusal to repurchase the RAIL LINE commencing with the date of the execution of this deed. Grantor may exercise that right, by (i) matching any bona fide offer, evidenced by a written offer to purchase the RAIL LINE which Grantee is prepared to accept that is disclosed to Grantor, (ii) a written offer that Grantee may receive to sell the RAIL LINE to an unrelated third party or more than one unrelated third parties if Grantee intends either: (a) to sell to an unrelated third party or more than one unrelated third parties more than 50% of the assets (based upon valuation) of the RAIL LINE or to sell to such party or parties a percentage of the assets of the RAIL LINE that would reduce Grantee's ownership below 50% of the assets of the RAIL LINE in one or more contemporaneous or successive transactions or (b) to sell to an unrelated third party or more than one unrelated third parties more than a 50% interest in the equity of the Grantee or to sell to such party or parties a percentage of the equity of the Grantee that would reduce Grantee's ownership below 50% of the equity in one or more contemporaneous or successive transactions (excluding any lien or collateral interest that may be vested in the State of Tennessee by reason of the

acceptance by Grantee of any funds of the State of Tennessee under any assistance program for "short-lines" that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE).

Grantor's consideration for purchase of the RAIL LINE pursuant to its exercise of the right of first refusal reserved and granted herein shall include the amount of the third party offer, including any amount of State of Tennessee funds required to be repaid to the State which may be assumed by the third party making the purchase offer, or plus any such amount if the offer does not include its assumption by the offeror to the extent the offeror has further agreed in writing with Grantee to increase its total offered consideration to assume or pay part or all of such amount, provided however, that such repayment by Grantor shall be limited to funds that Grantee demonstrates to Grantor have been used solely for the rehabilitation of the RAIL LINE, and provided further that Grantee shall continue to be responsible for repayment to the State of any such funds used for the purchase of equipment or for other purposes and shall make such repayment on or before the Closing Date of the repurchase of the RAIL LINE in order that any liens or collateral interest of the State of Tennessee on or in the RAIL LINE may be removed as of that date, and provided further that any of the RAIL LINE's assets temporarily pledged to State of Tennessee as collateral for repayment of any such funds shall remain the property of Grantee, or of Grantor upon repurchase of the RAIL LINE, upon removal of the State's lien.

Grantor shall have thirty (30) days from the date Grantor receives the bona fide written offer that Grantee is prepared to accept to notify Grantee of its acceptance of repurchase of the RAIL LINE for the same consideration stated in that bona fide written offer. The right of first refusal granted herein shall inure to the benefit of Grantor, its parent company and their successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, N C Railroad, Inc. has caused these presents to be executed, and its corporate seal to be hereunto affixed and attested by its respective officers thereunto duly authorized, the day and year first above written.

N C RAILROAD, INC.

By: Timothy W. Jones
Its: President

This instrument prepared by:
Timothy W. Jones
Attorney at Law
Corporate Counsel
National Coal Corporation
& N C Railroad, Inc.
8915 George Williams Road
Knoxville, TN 37923
(865) 690-6900

CORPORATE SEAL

STATE OF TENNESSEE)

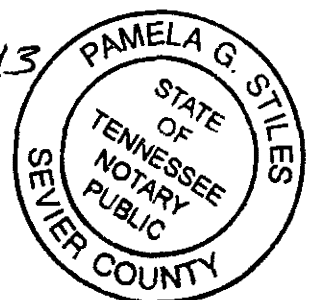
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Timothy W. Jones, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him/herself to be the President of **N C Railroad, Inc.**, the within named bargainor, a **Tennessee corporation**, and that s/he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and Official Seal at office this the 9th day of August, 2010.

Pamela G. Stiles
Notary Public

My Commission Expires: 5-1-2013



Send TAX Notices:

RJ Corman Railroad Property, LLC
110 North Main St.
Nicholasville, KY 40356

TAX ID: UTIL 40120

EXHIBIT A

Prior title references:

Deed Book H-1, page 28;
Deed Book H-3, page 31;
Deed Book H-3, page 29;
Deed Book H-3, page 30;
Deed Book H-3, page 32;
Deed Book H-3, page 27;
Deed Book H-3, page 35;
Deed Book H-3, page 36;
Deed Book H-3, page 37;
Deed Book 60, page 367;
Deed Book G-4, page 443;
Deed Book H-3, page 102;
Deed Book H-3, page 28;
Deed Book J-4, page 522;
Deed Book S-3, page 457;
Deed Book S-3, page 501;
Deed Book TB-20, page 355;
Deed Book T-3, page 438;
Deed Book O-4, page 527;
Deed Book O-4, page 528;
Deed Book O-4, page 529;
Deed Book N-4, page 10;
Deed Book O-4, page 526;
Deed Book O-4, page 530;
Deed Book J-4, page 573;
Deed Book J-4, page 575;
Deed Book N-4, page 21;
Deed Book B-9, page 181;
Deed Book G-9, page 405; and
Deed Book 1506, page 461

in the Register's Office for Anderson County, Tennessee.

