

The Elk Horn Coal Company, LLC ("Company")
544 South Lake Drive,
Prestonsburg, Kentucky 41653
PHONE NO.: 606-886-2330

PERMISSION AND AUTHORIZATION TO HUNT

The Company hereby grants permission and authorization to the individual whose name is _____ ("Hunter") to hunt _____ on property belonging to the Company, or its affiliates and assigns ("Company's Property") and designated as the _____ area located in _____ County, Kentucky during the 20____ hunting season. Hunter may be accompanied by _____ (individually/collectively "Hunting Party").

The Hunting Party is authorized to use the Company's rights of ingress and egress to the Company's Property for hunting purposes solely during the effectiveness of this permission. At all times the Hunting Party shall obey the Hunters' Code of Ethics as published by the Kentucky Department of Fish and Wildlife and to follow the Company's rules as posted on the Kentucky Department of Fish and Wildlife website.

The Hunter shall keep a copy of this Permission and Authorization to Hunt ("Permission") in his/her possession at all times when on Company's Property.

Security or Company's representatives shall have the right to deny the Hunting Party entry of Company's property in the absence of Permission being in the possession of the Hunting Party. Security or Company's representatives shall have the right to revoke Permission without liability to the Hunting Party for any acts or practices which Company's representatives or any security personnel on site deem unsafe in their sole judgment and discretion.

Notwithstanding anything to contrary herein, the Company is not and shall not be responsible for the safety of the Hunting Party or for the actions of others on the Company's property. The Hunting Party as a condition and consideration of the Permission herein, to the fullest extent permitted by law, and except where such claim, damage, loss or expense is caused solely by the negligent acts or omissions of the Indemnified Parties (hereinafter defined), or any of them, the Hunting Party shall indemnify, defend and hold harmless Company and the respective affiliates, parents, subsidiaries, officers, agents, servants, employees and subcontractors of Company (collectively the "Indemnified Parties") from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, resulting from, or otherwise related to (i) Hunting Party' activities, (ii) breach of any covenant, representation, warranty, duty or obligation of the Hunting Party under this Authorization, (iii) the negligent acts or omissions of Hunting Party, or (iv) any violation of applicable law. The Hunting Party's indemnification obligations shall apply to the fullest extent permitted by applicable law, including in the event of contributory or comparative negligence of the Indemnified Parties, and shall include any expenses and reasonable attorneys' fees incurred by the party to be indemnified by Hunting Party. The Hunting Party's obligation to indemnify shall not apply to claims which are caused solely by Company.

Elk Horn Coal Hunting Access Area: All hunting is archery only (firearms allowed for drawn elk hunters). Access to the property is granted for pedestrian use only. The use, operation, or presence of any motorized vehicles, including but not limited to cars, trucks, ATVs, UTVs, motorcycles, dirt bikes, or similar equipment,

is strictly prohibited. Any violation of this restriction will automatically result in immediate revocation of the Permission herein and may subject the violator to liability for any damage, injury, or loss caused by such unauthorized use.

Commercial guiding, camping, horseback riding, fishing, night hunting, baiting, livestock production, and the use of screw-in steps or tree stands that have screws and spikes which may injure trees is not permitted on the property.

For tracts located in _____ County, all members of the hunting party, in addition to the requirements listed above, must email the Company at HAA@elkcoal.com at least three (3) business days prior to their intended hunt. Requested hunt dates must be no more than ten (10) days from the date the email is sent.

- The email must include the specific dates the hunters plan to be on the property, the species to be hunted or scouted, and a description of the vehicle(s) to be used. Hunters must receive written permission for the requested dates prior to entering the property. Company reserves the right to deny access at its discretion.

A fully executed waiver is required to access the property. For additional information, visit fw.ky.gov and search “Elk Horn Coal.”

This Permission herein is not an exclusive right to hunt, and the Company may grant others the right to hunt on this property.

Hunter 1 Printed Name: _____ Signature: _____

Date: _____

Hunter 2 Printed Name: _____ Signature: _____

Date: _____

Hunter 3 Printed Name: _____ Signature: _____

Date: _____

Hunter 4 Printed Name: _____ Signature: _____

Date: _____

ELK HORN COAL COMPANY, LLC

By: _____

Name:

Title:

Date: