PRELIMINARY REAL ESTATE AUCTION
BIDDER PACKET

Real Estate Auction of
6,000± Acres of Land in 25 Tracts in Fayette, Raleigh, & Summers Counties, West Virginia

Date & Time of Auction:
Friday, November 14, 2025; 11:00 AM

Auction held:
Tamarack Conference Center –
1 Tamarack Park, Beckley, WV 25801

For further information, please contact
Jim Woltz, Broker at 540-342-3560
David Boush, Auctioneer at 540-871-5810
Russell Seneff, Associate Broker at 540-765-7733
Reaves Ward, Salesperson at 540-597-4607

EQUAL HOUSING OPPORTUNITY

All information contained herein is provided as a courtesy to prospective bidders. Bidders are responsible for performing their own due diligence.

Live & Online Land Auction

Auction for: Wilcox Industries, Bellwood Corporation, & James C. Justice Companies Incorporated

Various Properties in Fayette, Raleigh, & Summers Counties, WV

November 14, 2025, at 11:00 AM

Registration for Live Bidders begins on November 14, 2025, at 10:00AM

Auction Location: Tamarack Conference Center, 1 Tamarack Park, Beckley, WV 25801

1. AUCTION SALE: The Property will be sold subject to Seller's confirmation of the high bid for all auction tracts. The property is auctioned "AS IS, WHERE IS" with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate. Bidding signifies you have read and are in agreement with the terms and conditions of the auction.
2. REAL ESTATE DEPOSIT: The Buyer is required to pay a deposit in the amount of ten percent (10%) of the contract sales price and sign an Auction Real Estate Purchase Agreement including Surface Lease Addendum immediately following the sale. Buyer may wire funds ($25.00 wire fee), present a personal check with letter from Bidder's bank that states the account is in good standing or cashier's check for the earnest money deposit.
3. ANNOUNCEMENTS: Announcements on day of sale take precedence over all prior releases, verbal and written, concerning this auction sale.
4. FINANCING: <u>Your bidding and purchase of the property are NOT CONDITIONAL UPON FINANCING.</u> Be sure you have arranged financing, if needed, and are capable of paying cash at settlement.
5. LIABILITY: Bidders inspecting property enter at their own risk. Auction Company and Seller assume no risk for bodily injury or damage to personal property.
6. BUYER'S PREMIUM: The Buyer's Premium on the real estate is five percent (5%) of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final contract sales price.
7. AGENCY: THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.
8. REAL ESTATE DEED AND POSSESSION: The real estate will be conveyed by a General Warranty deed to be prepared at the expense of the Seller and the cost of West Virginia deed Grantors tax shall be borne by the Seller. It is agreed the Property is being conveyed free and clear of liens, subject, however, to any rights of way, easements, and restrictions of record. The balance of the purchase price is due at settlement which shall be on or before December 22, 2025. The contract to purchase is not assignable. Possession of the Property shall be given to the buyer at settlement.
9. BOUNDARY LINES: Boundaries on aerial photos, topographic maps, and otherwise, are approximate and are subject to verification by all parties relying on them.
10. BIDDING: The bidding is hereby offered to registered bidders only.
11. GENERAL: The information contained in the brochure, on woltz.com, all advertising, and the Bidder's Information Packet is subject to verification by all parties relying on

them. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.

12. BROKER PARTICIPATION: Any appropriately licensed West Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the high bid, and will be paid at settlement. Applications must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect, as well as the Broker's license number and Federal Tax ID number. The form must be received by the office of Woltz & Associates, Inc. by email at hannah@woltz.com no later than 12:00pm, Thursday, November 13, 2025. Participating Broker must sign the Real Estate Purchase Agreement for winning bid. Agents acting as principals buying on their own behalf, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. An agent may register and represent only **ONE** Bidder for this auction.
13. **SOFTWARE & TECHNOLOGY:** Woltz & Associates, Inc. reserves the right to reject any bid at our sole discretion. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, Woltz & Associates, Inc., reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR WOLTZ & ASSOCIATES, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information deemed necessary by Auction Company.
14. **Online bidders must register by NOON on Thursday, November 13, 2025.**
15. **ADDITIONAL TERMS:** We are selling Surface Rights and offering Timber Rights. Seller will retain the mineral rights. The high bidder will enter into a "Surface Lease Agreement" with the Seller. There will be $1.00 per ton paid to the buyer of the surface for the mining of any coal and will be transferrable and paid in perpetuity. Seller shall include language in the deed for retaining the mineral rights.

23 FRANKLIN ROAD SW
ROANOKE, VIRGINIA 24011
540-342-3560 or 800-551-3588
FAX 540-342-3741
Email: info@woltz.com

AUCTION REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

A. _______ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, Disclosure of Brokerage Relationship is the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent and Buyer is acting as an unrepresented party.

B. _______ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 14 day of November 2025, between Bellwood Corporation, James C. Justice Companies Incorporated, & Wilcox Industries, Incorporated **(Circle/Strikethrough)** ("**Seller**"), ____, ("**Buyer**"), and Woltz & Associates, Inc. ("**Agent**").

W-I-T-N-E-S-S-E-T-H:

REAL PROPERTY: Buyer agrees to buy and Seller agrees to sell the land, all improvements thereon in Auction Tract Number(s) _____________ the County of Fayette, Raleigh, or Summers, West Virginia, as more particularly described on Exhibit A (the "**Property**"). (Legal description to be furnished in Deed) and Exhibit B (the "**Auction Tract Map**")

PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is ____ Dollars ($_________________).

DEPOSIT: The Buyer has made a deposit of ____ _____________________________________ Dollars ($_________________) ("**Deposit**") by ____________ **[Write in personal check with bank letter, cashier's check, or wire]** paid upon the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or before December 22, 2025. If closing does not occur on or before December 22, 2025, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the

 INITIAL:_____

Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.
The Seller agrees to convey the said Property with a General Warranty Deed, same to be prepared at the expense of the Seller and the cost of West Virginia Grantor's tax and any other costs customarily paid by Seller in a Real Estate transaction shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens and indebtedness. It is agreed that the Property is to be conveyed subject to any recorded conditions, easements and restrictions.

MECHANIC'S LIEN DISCLOSURE: AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. This lien may be filed at any time after the work is commenced or the material furnished, but not later than the earlier of (i) 90 days from the last day of the month in which lienor last performed work or furnished materials or (ii) 90 days from the time the construction is terminated. Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that: No labor or materials have been furnished to the Property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, REALTOR has the responsibility to offer equal service to all clients and prospects without regard to race, sex, disability, religion, color, ancestry, national origin, blindness, and familial status.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered. Such information may be obtained from the Sherriff's office regarding the notices they have provided pursuant to the State's offender notification las or the WV State Police maintain an online Sex Offender Registry which can be accessed at https://apps.wv.gov/StatePolice/SexOffender/ or by calling the WV State Police at (304) 746-2133.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If Seller or Buyer defaults under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expense incurred by non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Payment of a commission as the result of a transaction relating to the property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party, Agent, or Company in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sale price of the Property pursuant to the terms of the Auction Contract, which is incorporated herein by reference.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS". Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's own due diligence rather than upon any information provided by Woltz & Associates, Inc., its agents and representatives.

FACSIMILE: To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, (i) the signature pages taken from separate individually-executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts, (ii) a facsimile signature shall be deemed to be an original signature and (iii) a telecopy delivery (i.e., the transmission by any part of his, her or its signature on an original or any copy of this Agreement via telecopy, fax machine or email) shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

LAND USE ASSESSMENT: In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Buyer agrees to make application, at Buyer's expense, for continuation under land use and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive settlement and the delivery of the deed of bargain and sale.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange. Each party shall bear the additional transaction cost and expenses attributable to the closing of qualifying exchange requested by either party. In no event shall any like kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: You have the right to select a settlement agent/attorney to handle the closing of this transaction. The settlement agent/attorney's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the Agreement between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent/attorney as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent/attorney can provide legal advice to any party to the transaction except a settlement agent/attorney who is engaged in the private practice of law in West Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.
Escrow, closing and settlement service guidelines: The West Virginia State Bar issues guidelines to help settlement agents/attorneys avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services.

ADDITIONAL TERMS AND CONDITIONS: the “Surface Lease Agreement” will be an Addendum to the Auction Real Estate Purchase Agreement and must be signed as part of the Purchase Agreement.

APPLICABLE LAW: This Agreement shall be construed under the laws of the State of West Virginia.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

WITNESS the following signatures and seals.

_______________________________________ (Seal) _______
Buyer Date

_______________________________________ (Seal) _______
Buyer Date

Seller: **Bellwood Corporation, James C. Justice Companies Incorporated, & Wilcox Industries, Incorporated (Circle One/Strike Through N/A Sellers)**

By: __________________________________ ________________
Date
Its:

By: __________________________________ ________________
Date
Its:

By: __________________________________ ________________
Date
Its:

Deed To: ____________________________

____

Listing Firm: Woltz & Associates, Inc.

By: __________________________________
Its: Agent

Buyer's Address: _______________________________________

____

____

Buyer's Phone: ______________________________

Buyer's email: ____

Buyer's choice of settlement services: ____

BROKER PARTICIPATION (If applicable)

Selling Firm: ____

Firm Phone: ___________________________ Fax: ______________________________

Selling Agent: ____

Agent’s Phone: ____

Agent’s email: ____

Agent’s Signature: ____

INITIAL:_____

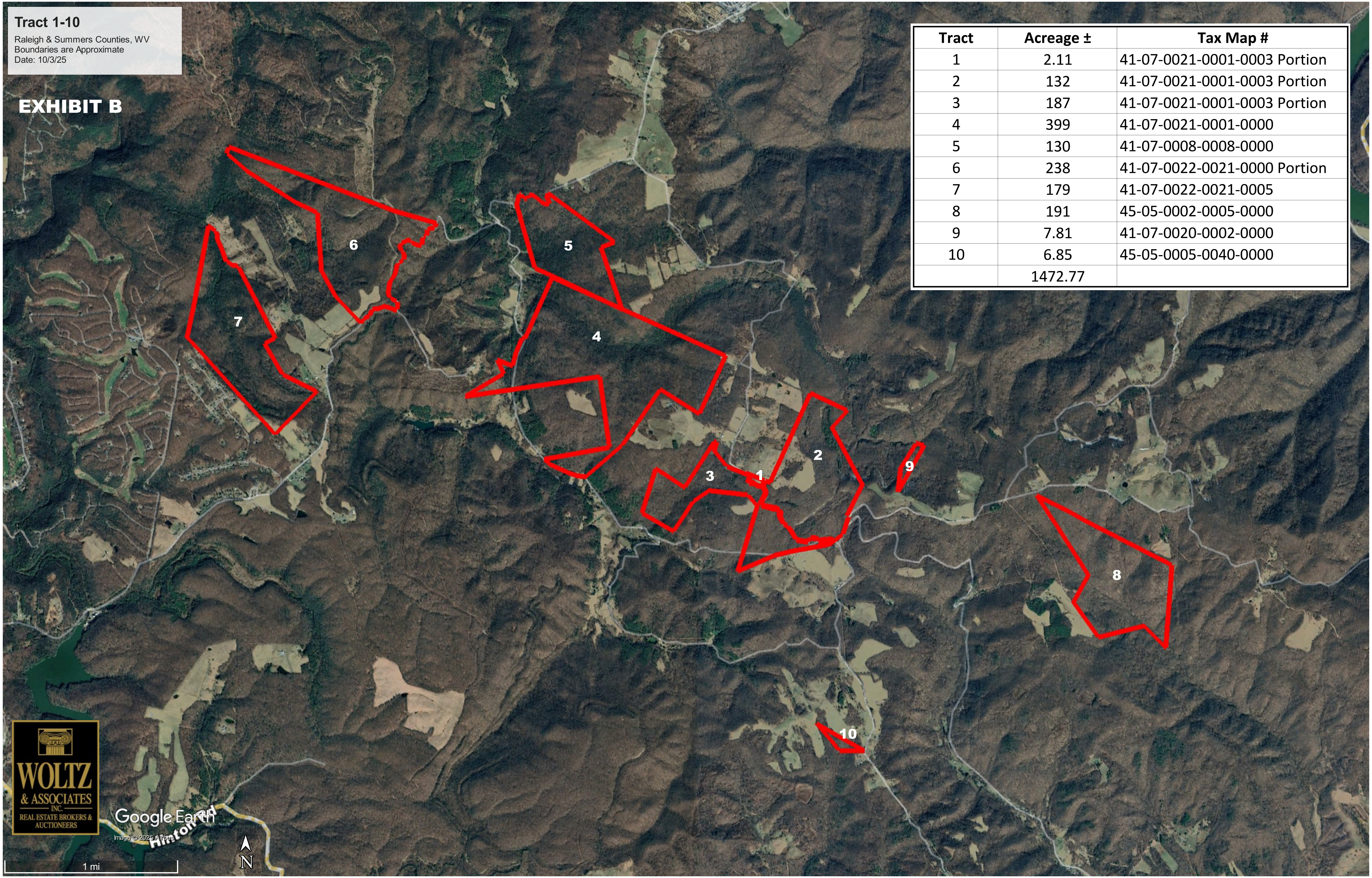
EXHIBIT A
Property Location: County of Fayette, Raleigh, or Summers, West Virginia.

Auction Tract	Description	Seller	Purchase Price
1	2.1± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	**$**
2	93.2± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	**$**
3	102± Acre portion of Tax ID 07-0021-0001-0003	Wilcox Industries, Inc.	**$**
4	399± Acres, Tax ID 07-0021-0001-0000	Wilcox Industries, Inc.	**$**
5	130± Acres, Tax ID 07-0008-0008-0000	Wilcox Industries, Inc.	**$**
6	238± Acre portion of Tax ID 07-0022-0021-0000.6001	Wilcox Industries, Inc.	**$**
7	179± Acres, Tax ID 07-0022-0021-0005	Wilcox Industries, Inc.	**$**
8	191± Acres, Tax ID 05-0002-0005-0000	Wilcox Industries, Inc.	**$**
9	7.8± Acres, Tax ID 07-0020-0002-0000	Wilcox Industries, Inc.	**$**
10	6.85± Acres, Tax ID 05-0005-0040-0000	Wilcox Industries, Inc.	**$**
11	26.4± Acres, Tax ID 01-0127-0047-0000	Bellwood Corporation	**$**
12	1,371± Acres, Tax ID 01-0135-0012-0000	Bellwood Corporation	**$**
13	271± Acres, Tax ID 01-135-0012-0000	Bellwood Corporation	**$**
14	195± Acres, Tax ID 01-0127-0004-0000	Bellwood Corporation	**$**

INITIAL:_____

15	165.11± Acres, Tax ID 01-0119-0078-0000	James C. Justice Companies, Incorporated	**$**
16	45.9± Acres in Tax ID's 01-119-0077-0000 & 01-119-0084-0001	Bellwood Corporation	**$**
17	191± Acres in Tax ID's 01-119-0084-0000 & 01-118-0070-0000	Bellwood Corporation	**$**
18	453± Acres, Tax ID 01-119-0083-0000	Bellwood Corporation	**$**
19	475.7± Acres, Tax ID 01-111-0012-0000	Bellwood Corporation	**$**
20	13.5± Acres, Tax ID 01-119-0001-0000	Bellwood Corporation	**$**
21	9.75± Acres, Tax ID 01-119-0002-0000	Bellwood Corporation	**$**
22	1,263.3± Acres, Tax ID 01-111-0004-0000	Bellwood Corporation	**$**
23	1.58± Acres, Tax ID 01-111-0012-0000	Bellwood Corporation	**$**
24	14.6± Acres, Tax ID 01-0127-0013-0000	Bellwood Corporation	**$**
25	2.53± Acres, Tax ID 01-0127-0088-0000	Bellwood Corporation	**$**
	Total Purchase Price:		**$**

INITIAL:_____

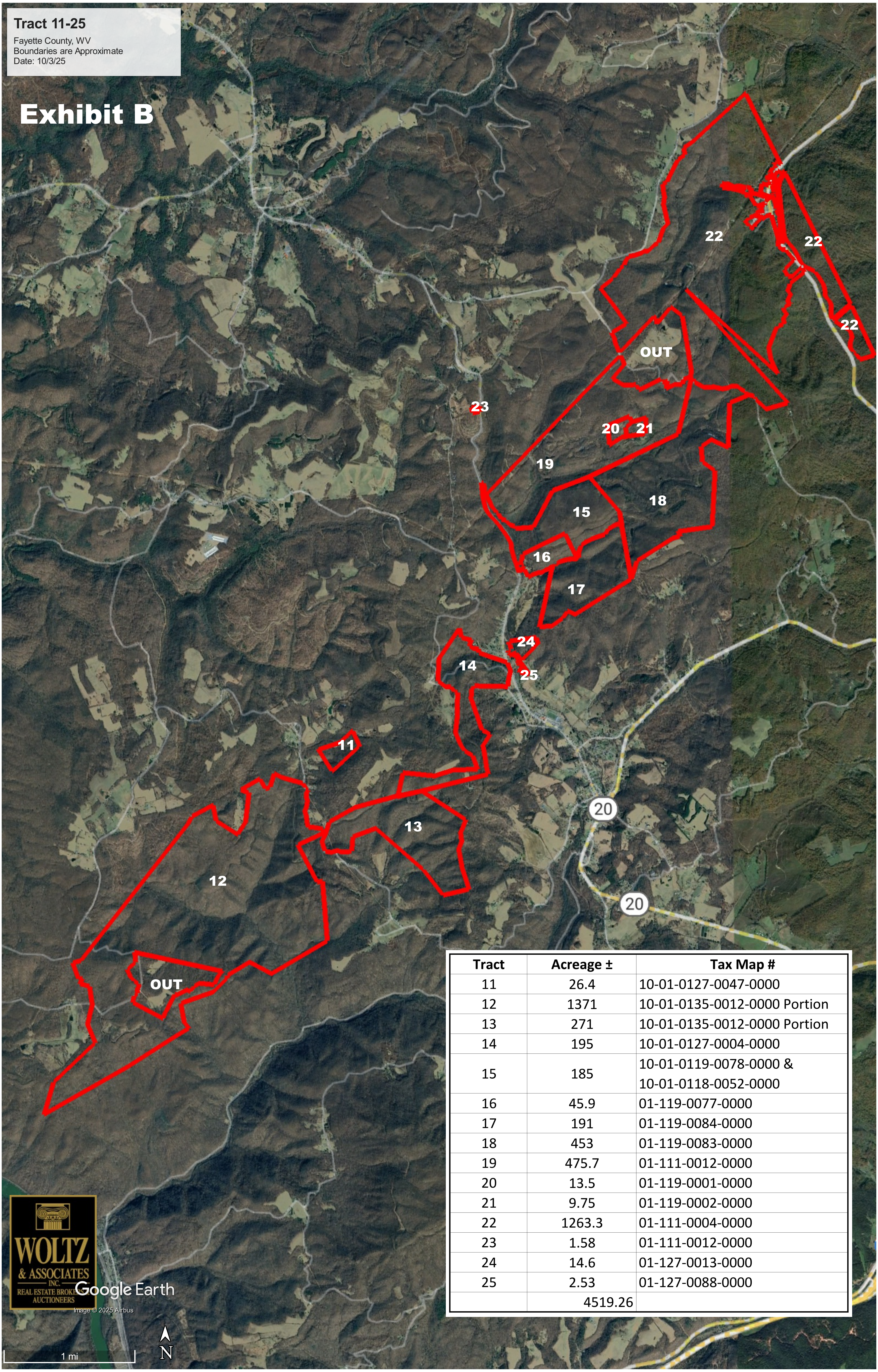


Tract	Acreage ±	Tax Map #
1	2.11	41-07-0021-0001-0003 Portion
2	132	41-07-0021-0001-0003 Portion
3	187	41-07-0021-0001-0003 Portion
4	399	41-07-0021-0001-0000
5	130	41-07-0008-0008-0000
6	238	41-07-0022-0021-0000 Portion
7	179	41-07-0022-0021-0005
8	191	45-05-0002-0005-0000
9	7.81	41-07-0020-0002-0000
10	6.85	45-05-0005-0040-0000
	1472.77	

Tract 11-25

Fayette County, WV
Boundaries are Approximate
Date: 10/3/25

Exhibit B



Tract	Acreage ±	Tax Map #
11	26.4	10-01-0127-0047-0000
12	1371	10-01-0135-0012-0000 Portion
13	271	10-01-0135-0012-0000 Portion
14	195	10-01-0127-0004-0000
15	185	10-01-0119-0078-0000 & 10-01-0118-0052-0000
16	45.9	01-119-0077-0000
17	191	01-119-0084-0000
18	453	01-119-0083-0000
19	475.7	01-111-0012-0000
20	13.5	01-119-0001-0000
21	9.75	01-119-0002-0000
22	1263.3	01-111-0004-0000
23	1.58	01-111-0012-0000
24	14.6	01-127-0013-0000
25	2.53	01-127-0088-0000
	4519.26	

<u>SURFACE LEASE</u>

THIS SURFACE LEASE, (the "Lease"), made and entered into this ___ day of November 2025, by and between ______________________________, whose address is __________________________________, hereinafter referred to as "**LESSOR**", and **Bellwood Corporation,** a West Virginia corporation, with its principal office located at 302 S. Jefferson Street, Roanoke, Virginia, hereinafter referred to as "**LESSEE**".

WITNESSETH

That for and in consideration of the covenants contained herein and the payments to be made hereunder, Lessor does hereby agree to lease unto the Lessee, and Lessee does hereby agree to lease from Lessor, its successors and assigns, all right, title, and interest to the surface of that certain tract of land situated in Fayette County, West Virginia, containing approximately ______ acres, more or less, and more particularly described in Deed Book _____, at Page ______, and also references as Tax Map and Parcel Number _____ on the records of Fayette County, West Virginia, and hereinafter referred to as the "Premises", and hereby grants to Lessee the exclusive rights set forth herein, including all right, title and interest, if any, in that certain tract of surface for the removal of coal as set forth in Section One located upon the "Premises".

Lessor and Lessee further covenant and agree as follows:

SECTION ONE: RIGHTS

1.1 Lessor further grants unto Lessee, its successors and assigns, agents, representatives and contractors, the exclusive right to enter upon the Premises at all times and to use such portion of the surface thereof as may be reasonably necessary to mine, process, transport and remove by modern mining methods, including but not limited to surface, underground, highwall and auger mining, from the Premises all seams of coal underlying the Premises, together with all the rights, privileges, licenses and easements necessary, incident, or in any manner appertaining to the proper prosecution of the business of mining, processing, transporting, and removing said seams of coal from the Premises, and also the right to build and utilize roads on said Premises for the purpose of transporting said seams of coal across and from the Premises and other tracts of land, and the right to occupy so much of the surface of said Premises as may be reasonably necessary for mining, processing and transporting said seams of coal from the Premises, and the right to erect on said Premises, such buildings, structures, fixtures, and any other improvement, including but not limited to construction of power lines, communication lines, water wells, sedimentation ponds, hollow fills, stockpiles of minerals, overburden tailings, spoils or other waste material, leaching ponds, pipelines, and all other structures that may be necessary or convenient to the mining operations and any other improvements as may be necessary or incident to the proper prosecution of the business of mining, together with the processing and transporting said seams of coal from the Premises. It is understood and agreed that the rights hereinbefore mentioned are in enlargement and not in restriction of the rights incidental to the ownership of said coal.

1.2 The right to mine, remove and transport coal and deposit waste products originating from said Premises and across the surface of the Premises through the Premises, by any means whatsoever free of wheelage or other charge. The right to conduct the mining operations in conjunction with operations on other lands as a single operation, without regard to property lines, other than in regard to the payment of royalties, and, in particular, to exercise all rights granted hereby in connection with mining from other tracts.

1.3 It is agreed that this Lease is not intended, nor shall it be construed as restricting, affecting or waiving any rights of any owner of any coal or other materials or minerals, in, on or under the premises, belonging to them by virtue of any deed or other conveyance heretofore executed.

1.4 It is further agreed and understood by the parties that the Lessee shall have the right to commence the exercise of any of the rights granted herein or to resume the exercise of said rights should they be halted or suspended subsequent to the commencement thereof, at any such time as Lessee may elect, at its sole discretion, and any delay in so doing shall not affect the validity of this Lease; it is further agreed and understood by the parties that Lessee shall not be required or obligated to mine, process, transport, and remove any specified quantity of coal.

SECTION TWO: TERM

2.1 The primary term of this Lese shall be for a period of ninety-nine (99) years from the date hereof.

2.2 Lessee shall have the right to enter the Premises after the termination of this Lease for the purpose of conducting any reclamation activities required by law. Lessor shall not in any way or at any time interfere with or take any action inconsistent with Lessee's reclamation activities or responsibilities on the Premises including the prohibition of any equipment or workers necessary to reclaim said Premises contained in Lessee's mining permit.

SECTION THREE: CONSIDERATION

3.1 As full and complete compensation for all rights granted herein, and for all damages to the Premises arising from the exercise by Lessee of the rights granted herein, Lessee shall pay to Lessor for each net ton of clean coal mined, removed and sold from the Premises by any mining method, the sum of One Dollar ($1.00) per ton.

SECTION FOUR: PAYMENT

4.1 Consideration due hereunder shall be calculated and paid based on the weight of coal mined and removed from the Premises and shall be determined by truck scale weights, subject to adjustment for washer loss for coal that is washed prior to sale ("Tonnage Payments").

4.2 All Tonnage Payments shall be due by the twenty-fifth (25th) day of the calendar month following the month in which the coal was mined and removed from the Premises.

4.3 Payments shall be made by mailing same by regular United States mail to Lessor at the address set forth below or such other address as Lessor may specify in writing from time-to-time. No change in ownership of the leased Premises hereunder shall be binding on the Lessee until Lessor has furnished Lessee with either the original recorded instrument of conveyance or a duly certified copy thereof sufficient to show a complete chain of title from the Lessor above named. Lessee shall not be held in default for any failure to comply with a notice related to a change in ownership of the Premises until sixty (60) days after receipt from Lessor of a recordable instrument designating a new owner. All payments sent to the last known address of Lessor shall constitute payment hereunder.

SECTION FIVE: OPERATIONS

5.1 Lessee agrees that it shall use its best efforts to ensure that its exercise of any rights granted herein on, in, or under the Premises shall be conducted in substantial compliance with all applicable laws and regulations and Lessee shall fully reclaim the Premises as required by applicable laws and regulations. Lessor shall not interfere in any way with Lessee's reclamation of the Premises, and shall not disturb any areas that have been reclaimed. Lessee shall conduct its mining operations and reclamation on the Premises in areas until such time as Lessee's reclamation bond is fully released.

SECTION SIX: INDEMNIFICATION

6.1 Lessee shall indemnify and hold Lessor harmless from all claims or damages arising out of its mining and reclamation operations on the Premises except any claims or damages arising from title or boundary disputes affecting the Premises.

SECTION SEVEN:TIMBER

7.1 In the event Lessee shall need to clear any standing timber to conduct mining operations, Lesse shall provide Lessor twenty-four (24) months advance notice of the intent to clear such timber. During this twenty-four (24) month period, Lessor shall have the right to clear and remove any such timber at its own expense and for its own benefit. In the event Lessor fails to remove said timber within the twenty-four (24) month notice period, then in such event Lessee shall have the right to clear such timber without any further obligation or liability to Lessor and Lessor shall be deemed to waive any claims against Lessee relating to the timber that is cleared.

SECTION EIGHT: TAXES

8.1 Lessee shall pay all taxes, if any, assessed against the Premises that expressly arise out of Lessee’s operations conducted thereon and Lessor shall remain responsible for all other taxes assessed against the Premises.

SECTION NINE: REMOVAL OF PROPERTY

9.1 Within 120 days after termination of this Lease, Lessee shall remove all property belonging to Lessee that has been placed upon the Premises by Lessee.

SECTION TEN: RECORDS

10.1 Lessee shall maintain accurate records to verify all sums due to Lessor under this Lease, and Lessor shall be entitled to inspect such records at Lessor's office at reasonable times upon five (5) days prior notice to Lessee.

SECTION ELEVEN: NOTICES

11.1 Any notice to be given under this Lease shall be in writing and shall be either personally delivered or sent by United States mail, registered or certified, return receipt requested with postage prepaid, and if to Lessor, addressed as follows:

[]

and if to LESSEE, addressed as follows:
[]

Upon written notice to the other party, either party may change the address provided above. Any notice given in accordance with the provisions of this paragraph shall be deemed given as of the date of personal delivery or if mailed, upon receipt.

SECTION TWELVE: MISCELLANEOUS

12.1 This Lease shall be binding upon the parties hereto and their heirs, successors, and assigns.

12.2 This Lease constitutes the entire agreement of the parties, no other oral or written agreements, representations or covenants exist between the parties as to the subject matter hereof. This Lease shall not be modified or amended except in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective on the date first above written, with their respective signatures and notary acknowledgments on individual pages attached hereto.

Documents Available on Website (woltz.com)

- Information Packet
- Aerial Photography Tracts 1-10
- Topographic Map Tracts 1-10
- Aerial Photography Tracts 11-25
- Topographic Map Tracts 11-25
- Tract 1: 2.11± Ac. (Zoomed In)
- Tract 2: 132± Ac. (Zoomed In)
- Tract 3: 187± Ac. (Zoomed In)
- Tract 4: 399± Ac. (Zoomed In)
- Tract 5: 130± Ac. (Zoomed In)
- Tract 6: 238± Ac. (Zoomed In)
- Tract 7: 179± Ac. (Zoomed In)
- Tract 8: 191± Ac. (Zoomed In)
- Tract 9: 7.81± Ac. (Zoomed In)
- Tract 10: 6.85± Ac. (Zoomed In)
- Tract 11: 26.4± Ac. (Zoomed In)
- Tract 12: 1,371± Ac. (Zoomed In)
- Tract 13: 271± Ac. (Zoomed In)
- Tract 14: 195± Ac. (Zoomed In)
- Tract 15: 185± Ac. & Tract 16: 45.9± Ac. (Zoomed In)
- Tract 17: 191± Ac. (Zoomed In)
- Tract 18:453± Ac. (Zoomed In)
- Tract 19: 475.7± Ac.; Tract 20: 13.5± Ac.; Tract 21: 9.75± Ac. (Zoomed In)
- Tract 22: 1,263.3± Ac. (Zoomed In)
- Tract 23: 1.58± Ac. (Zoomed In)
- Tract 24: 14.6± Ac. & Tract 25: 2.53± Ac. (Zoomed In)

- Access Tract 10 Map - Map File B-77D Jeff Chambers PLAT
- KML Files (Tracts and Trails) in a Zip File
- Title Commitment Auction Tracts 1-3
- Title Commitment Auction Tract 4
- Title Commitment Auction Tract 5
- Title Commitment Auction Tract 7
- Title Commitment Auction Tract 8
- Title Commitment Auction Tract 9
- Title Commitment Auction Tract 10
- Title Commitment Auction Tract 11
- Title Commitment Auction Tract 12
- Title Commitment Auction Tract 13
- Title Commitment Auction Tract 14
- Title Commitment Auction Tract 15
- Title Commitment Auction Tract 16
- Title Commitment Auction Tract 17
- Title Commitment Auction Tract 18
- Title Commitment Auction Tract 19
- Title Commitment Auction Tract 20
- Title Commitment Auction Tract 21
- Title Commitment Auction Tract 22
- Title Commitment Auction Tract 24
- Title Commitment Auction Tract 25
- Benefits for Surface Buyers Even Without Mineral Rights
- Broker Participation Application

Benefits for Surface Buyers Even Without Mineral Rights

Buyers gets paid $1 per ton of coal mined from beneath their land without having to manage operations, negotiate mining contracts, or take on liability.

If coal is mined – buyer earns passive income.

If nothing is ever mined – no disruption, and you still own valuable land.

The surface rights stay 100% with the buyer — you can hunt, farm, build cabins/homes, subdivide, timber, lease for recreation — without mineral ownership complicating financing or zoning.

Minerals Are Speculative — Surface Is Real Value

Most long-term land value in this region comes from:

- **Recreation**
- **Timber**
- **Homesites**
- **Views and access**
- **Water features / natural resources**

Mineral extraction is possible but usually unpredictable.

You are buying tangible value with optional upside.

Surface Lease = Protection + Income

Terms are spelled out - Buyers have

- **Legal clarity**
- **Compensation for disturbance**
- **No surprise mining activity**
- **Passive royalty-style payments**

This is way better than a typical split-estate scenario where the mineral owner could come in without agreed protections or compensation.

WOLTZ & ASSOCIATES INC.
REAL ESTATE BROKERS & AUCTIONEERS

DIRECTIONS TO AUCTION TRACTS 1-25 FAYETTE, RALEIGH & SUMMERS COUNTY, WV – WOLTZ & ASSOCIATES INC!

Directions (Tracts 1-10):

Call Reaves Ward for more instructions (540) 597-4607.
Take exit 133 off of I-64 and turn right to head south on Pluto Rd.
Travel 3.4 miles and Auction Tract 5 will be on your left. Travel another 0.5 miles and turn left onto Old Pluto Rd to head towards Auction Tracts 1-4, 8-10(contact agents for specific directions to tracts). Or continue another mile down Pluto Rd and Auction Tract 6 will be on your right. Or Continue 1.3 miles down Pluto Rd and turn right onto Blossom Ct to access Auction Tract 7.

Directions (Tracts 11-22):

Call Reaves Ward for more instructions (540) 597-4607.
Take exit 143 off of I-64 toward Meadow Bridge. Turn right onto Sandstone Rd and travel 6.2 miles then take a slight left turn onto Meadow Bridge Rd. In 700 ft turn left onto Grove Ave. Travel 3.6 miles, auction tract 12 will be on your left, auction tract 13 on your right. Continue another mile up Backus Mountain Rd and Auction tract 11 will be on your right. For auction tract 14 continue on Meadow Bridge road continue 1.2 miles on Meadow Bridge road and turn left onto Johnson Rd, follow signs to auction tract. Directly across the Meadow Bridge is Miles Rd (see sign for auction tract 25). Continue along Meadow Bridge Rd 700 ft to auction tract 24 (call agent for specifics). Continue 1 mile beyond Johnson Rd on Meadow Bridge Rd and auction tract 15-17 will be on your right (see signs). 1.3 miles beyond tract 15 access tract 23 will be on your left. Travel 1 mile beyond tract 23 and turn right onto Loops Rd. Travel 1.3 miles and turn right onto Gilkerson Mount Rd (see auction signs). Follow Gilkerson Mount road to the power line. ATV only beyond the parking spot. This will provide access to tracts 18-22 (Call agents for details and additional instructions). Tract 22 can also be accessed from Quinton Hollow Rd in Bellwood (call agents for instructions).

Previews

Held at Courtyard Marriott
124 Hylton Lane
Beckley, WV 25801
Sat & Sun Nov 1 & 2 – 11am to 3pm
Sat & Sun Nov 8 & 9 – 11am to 3pm
Auction Tracts 6, 12 & 13 have gates, call 800-551-3588 to get the gate code. Make sure to lock the gate behind you.
USE ATV & UTV TO PREVIEW TRACTS

WOLTZ & ASSOCIATES, INC
AUCTION INFORMATION

November 14, 2025 – Land, Fayette, Raleigh, & Summers Counties, West Virginia. Thousands of acres in multiple tracts with timber & minerals, unspoiled by development near the New River Gorge Park & Preserve. Contact Jim Woltz at 540-353-4582 for more information.

Coming Soon – MG Cars (Online Only), Roanoke City, Bedford & Botetourt Counties, Virginia. Dozens of MG cars, bodies, and miscellaneous parts are coming to online-only auction late 2025. Contact Jim Woltz at 540-353-4582 or Jacob Woltz at 540-588-3277 for more information.

January 28 & 29, 2026 – Angel's Rest Hiker Haven (Sealed Bid), Giles County, Virginia. Sealed bid auction for the 5.39± Acre property in Pearisburg, Virginia, presently used as a hiker rest area and campground. Contact Jim Woltz at 540-353-4582 or Reaves Ward at 540-597-4607 for more information.

February 2, 2025 – 28 Residential properties, 1 Home & 27 Building Lots, Charlotte, Lee, & Sarasota Counties, Florida. Building opportunities abound! Live & online bidding for 1 home and 27 building lots in South Florida. Contact Jim Woltz at 540-353-4582 or Russell Seneff at 540-765-7733 for more information.