

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

M. B. Energy, Inc.  
417 Thorn Street  
Suite 304  
Sewickley, PA 15143

- : Ridge Road Mine
- : SMP 65860105
- : Donegal Township
- : Westmoreland County
- :
- : Campbell-Skovira Mine
- : SMP 65810113
- : Cook and Donegal Townships
- : Westmoreland County
- :
- : Hall-Tallent Mine
- : SMP 3473SM8
- : Derry Township
- : Westmoreland County
- :
- : Grabiak Strip
- : SMP 11830102
- : Lower Yoder Township
- : Cambria County
- :
- : CBC Strip
- : SMP 32820134
- : Grant Township
- : Indiana County
- :
- : Dietrich Mine
- : SMP 32810135
- : West Wheatfield Township
- : Indiana County
- :
- : Saxman Run Mine
- : SMP 65010101
- : Derry Township
- : Westmoreland County
- :
- : Alternative Financial Assurance Mechanism

DEP  
JUL 16 2024  
Cambria Office

**FIRST AMENDMENT TO  
POSTMINING TREATMENT TRUST  
CONSENT ORDER AND AGREEMENT**

This First Amendment to Postmining Treatment Trust Consent Order and Agreement dated January 2, 2019 ("First Amendment") is entered into this 9<sup>th</sup> day of July, 2024, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and M. B. Energy, Inc. ("M. B. Energy"). As set forth below, this First Amendment amends the Postmining Treatment Trust Consent Order and Agreement dated January 2, 2019 between M. B. Energy and the Department.

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1198, *as amended*, 52 P.S. §§ 1396.1-1396.19a ("Surface Mining Act"); the Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, P.L. 31, *as amended*, 52 P.S. §§ 1406.1-1406.21 ("Mine Subsidence Act"); the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, *as amended*, 52 P.S. §§ 30.51-30.66 ("Coal Refuse Disposal Act"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"); and the rules and regulations promulgated thereunder.

B. On January 2, 2019, the Department and M. B. Energy entered into a Postmining Treatment Trust Consent Order and Agreement ("2019 Trust COA") in which M. B. Energy agreed to finance, as an alternative financial assurance mechanism, an irrevocable postmining

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treatment trust to meet its long-term postmining discharge treatment obligations on the following coal surface mine permits (“SMPs”) that are associated with post-mining discharge liability:

| NAME                  | SMP NO.  | NPDES PERMIT NO. | TOWNSHIP         | COUNTY       |
|-----------------------|----------|------------------|------------------|--------------|
| Ridge Road Mine       | 65860105 | PA0588601        | Donegal          | Westmoreland |
| Campbell-Skovira Mine | 65810113 | PA0615668        | Cook and Donegal | Westmoreland |
| Hall-Tallent Mine     | 3473SM8  | PA0200590        | Derry            | Westmoreland |
| Grabiak Strip         | 11830102 | PA0607550        | Lower Yoder      | Cambria      |
| C.B.C. Strip          | 32820134 | PA0606154        | Grant            | Indiana      |
| Dietrich Mine         | 32810135 | PA0607606        | West Wheatfield  | Indiana      |
| Saxman Run Mine       | 65010101 | PA0202908        | Derry            | Westmoreland |

A copy of the first page of the 2019 Trust COA is attached as Exhibit A. The document in its entirety is maintained in the Department’s Cambria District Mining Office and it is posted on the Department’s website.

C. On January 2, 2019, M. B. Energy and F.N.B Wealth Management, formerly known as First National Trust Company, as Trustee, executed a Post-Mining Discharge Treatment Trust Agreement (“2019 Trust Agreement”) which established the M. B. Energy Multi-Site Treatment Trust (“Trust”) for the purpose of securing M. B. Energy’s long-term financial obligation to operate and maintain the mine drainage treatment systems for which M. B. Energy is responsible on the SMP’s identified in Paragraph B, above. The Department is identified as the beneficiary of the Trust under the 2019 Trust Agreement and joined in the 2019 Trust Agreement to indicate its acceptance of the terms and conditions set forth therein, as well

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as the powers and authorities granted by the Trust. A copy of the 2019 Trust Agreement is attached to the 2019 Trust COA as Exhibit H.

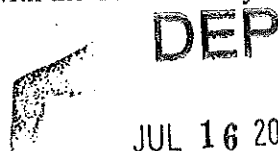
D. M. B. Energy was located at 417 Thorn Street, Suite 304, Sewickley, Pennsylvania 15143. M. B. Energy was a Pennsylvania corporation whose business includes the operation of bituminous surface mines in Pennsylvania.

E. On September 2, 2022, all of the issued and outstanding shares of M.B. Energy were transferred to Renewvation, LLC ("Renewvation"), and Renewvation became the owner and operator of M. B. Energy. Thereafter, Nancy P. Turk was President and the sole officer of M. B. Energy. Nancy P. Turk is the President and sole member of Renewvation.

F. At the time of the stock transfer, M. B. Energy no longer had any active coal surface mining operations. M. B. Energy's only permits were the SMPs with water treatment liability that are associated with the 2019 Trust COA and with M. B. Energy's National Pollutant Discharge Elimination System ("NPDES") permits identified in Paragraph B, above.

G. In a July 18, 2023 letter, Nancy P. Turk informed the Department that M. B. Energy had been dissolved. Nancy P. Turk informed the Department that M. B. Energy no longer has the ability to continue to operate and maintain the treatment systems associated with the SMPs identified in Paragraph B, above, that are the subject of the 2019 Trust COA ("Treatment Systems"), and that M. B. Energy intends to discontinue treatment of the discharges because M. B. Energy no longer has any income, technical staff, administrative staff, or employees on a going-forward basis and is unable to perform its obligations under the 2019 Trust COA and the 2019 Trust Agreement.

H. Nancy Turk informed the Department that M. B. Energy wishes to relinquish operation and maintenance responsibilities associated with the Treatment Systems pursuant to



the 2019 Trust COA and relinquish any and all rights to the Trust.

I. In the conduct of its business, M. B. Energy has met all of the land reclamation requirements under its SMPs issued pursuant to the Surface Mining Act and the regulations promulgated thereunder. Other than as described herein regarding M. B. Energy's responsibility to treat the long-term post-mining water pollution discharges, all reclamation obligations on M. B. Energy's SMPs have been met, and the surety reclamation bonds issued to the Department on behalf of M. B. Energy, have been released pursuant to Paragraph CZ of the 2019 Trust COA.

J. In anticipation of the turnover of the responsibility for operation and maintenance of the Treatment Systems in accordance with Paragraph 5(a) of the 2019 Trust COA, the Department performed an inspection of the mine sites listed in Paragraph B., above, and found the Treatment Systems to be satisfactorily maintained in good operating condition and operating in compliance with the permitted standards in the SMPs and the effluent limits set forth in the applicable NPDES Permits referenced in Paragraph B., above. The Department determined that the Treatment Systems associated with the 2019 Trust COA are in good operating condition and have consistently met the effluent limits in the NPDES Permits referenced in Paragraph B., above.

K. The Department has reviewed M. B. Energy's financial obligations pursuant to the 2019 Trust COA and determined that M. B. Energy has complied with the 2019 Trust COA. As of September 30, 2023, the Trust had a value of \$2,459,300.13. At this time, the Trust is deemed sufficiently funded and no additional contributions from M. B. Energy are necessary to fund the long-term operation and maintenance of the Treatment Systems.



L. On January 3, 2023, M. B. Energy conveyed ownership of the following tract of land to the Trustee, F.N.B. Wealth Management. A copy of the recorded Deed conveying the tract listed below to the Trustee is attached as Exhibit B.


| TRACT          | ACREAGE | SITE             | TOWNSHIP | COUNTY       |
|----------------|---------|------------------|----------|--------------|
| 44-08-00-0-095 | 5.862   | Campbell-Skovira | Cook     | Westmoreland |

M. On June 26, 2023, M. B. Energy conveyed ownership of the following two (2) tracts of land to the Trustee, F.N.B. Wealth Management. A copy of the Deed conveying the tracts to the Trustee is attached as Exhibit C.

| TRACT          | ACREAGE | SITE                 | TOWNSHIP       | COUNTY       |
|----------------|---------|----------------------|----------------|--------------|
| 45-27-00-0-003 | 31.4721 | Hall-Tallent (North) | Derry Township | Westmoreland |
| 45-28-00-0-012 | 14.142  | Hall-Tallent (South) | Derry Township | Westmoreland |

N. In accord with the requirements under the Pennsylvania Business Corporations Law to wind up the corporation by discharging the M. B. Energy's debts and other liabilities, settle and close the M. B. Energy's business, and marshal and distribute the assets of the corporation including obligations under its regulatory approvals and 2019 Trust COA and 2019 Trust Agreement as described herein, the sole officer of M. B. Energy has agreed to enter into this First Amendment with the Department.

O. Consistent with the purpose of the Trust as specified in Paragraph 5.a of the 2019 Trust COA, due to M. B. Energy's inability to continue to operate and maintain the Treatment Systems and treat the post-mining discharges, and M. B. Energy's dissolution as described above, the officer of M. B. Energy is tendering those obligations and M. B. Energy's rights under the Trust to F.N.B Wealth Management and the Department, as described herein and subject to

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the terms set forth below.

P. The parties hereto acknowledge the dissolution of M. B. Energy as a business entity and the settlement and full and complete performance and discharge of its legal obligations to provide financial resources to the Commonwealth to provide for long-term water pollution treatment at the sites described in Paragraph B., above, as required by Section 4(d.2) of the Surface Mining Act, 52 P.S. § 1396.4(d.2).

### ORDER

After full and complete negotiation of all matters set forth in this First Amendment and upon mutual exchange of covenants contained herein, the parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by M. B. Energy as follows:

1. Authority. This First Amendment is an Order of the Department authorized and issued pursuant to Sections 5 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5 and 691.610; Section 4.3 of the Surface Mining Act, 52 P.S. § 1396.4c; Sections 3.1 and 9 of the Coal Refuse Disposal Act, 52 P.S. §§ 30.53a and 30.59; Section 9 of the Mine Subsidence Act, 52 P.S. § 1409.9; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of M. B. Energy to comply with any term or condition of this First Amendment shall subject M. B. Energy to all penalties and remedies provided by those statutes for failing to comply with an order of the Department.

2. Findings

a. M. B. Energy agrees that the findings set forth in Paragraphs A. through P., above, of this First Amendment are true and correct, and in any matter or proceeding involving M. B. Energy and the Department, M. B. Energy shall not challenge or deny the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this First Amendment in any matter or proceeding.

3. Treatment Liability

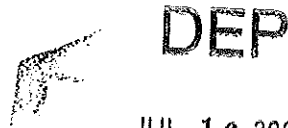
Upon execution of this First Amendment, the Department, as the named beneficiary of the Trust along with the Trustee, agrees to take over operation and management of the Treatment Systems, and will utilize the funds in the Trust to operate and maintain the Treatment Systems in a manner consistent with the 2019 Trust COA, this First Amendment, and the 2019 Trust Agreement.

4. Waiver of Rights to Distribution from the Trust.

M. B. Energy hereby waives any right title or interest in the Trust. M. B. Energy also waives any right to, and the Trust shall retain, all future disbursements M. B. Energy may be entitled to under the 2019 Trust COA, including but not limited to, any 2022 and 2023 annual distribution amount that may have accrued in the Trust for distribution to M. B. Energy for operation and maintenance of the Treatment Systems under Paragraph 7 of the 2019 Trust COA and any distribution that M. B. Energy may be entitled to under Paragraph 9 of the 2019 Trust COA. Such funds shall remain in the Trust and accrue for the benefit of F.N.B Wealth Management and the Department to be used to operate and maintain the Treatment Systems or as the Department and the Trustee see fit to benefit waters of the Commonwealth.

5. Paragraph C. of the 2019 Trust COA is revised and amended as follows:

C. M. B. Energy was located at 417 Thorn Street, Suite 304, Sewickley, Pennsylvania 15143. M. B. Energy was a Pennsylvania corporation whose business included the operation of bituminous surface mines in Pennsylvania. M. B. Energy's mining license number is 1450. On September 2, 2022, Renewvation became owner and operator of M. B.



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Energy. Nancy P. Turk is President and the sole officer of M. B. Energy and sole member of Renewvation.

6. M.B. Energy's obligations and responsibilities under the 2019 Trust COA are hereby terminated.

7. A new Paragraph 14.d is added to the 2019 Trust COA as follows:

d. Since execution of the 2019 Trust COA, M. B. Energy has conveyed to the Trustee a tract of land listed in Paragraph J, above, and the two (2) tracts of land listed in Paragraph K, above. The Deed transfer to F.N.B. Wealth Management for the tract of land listed in Paragraph J, above, was effective on January 2, 2023, and is attached hereto as Exhibit N. The Deed transfer to F.N.B. Wealth Management for the two (2) tracts of land listed in Paragraph K, above, was effective on June 26, 2023, and is attached hereto as Exhibit O.

8. Paragraph 17 of the 2019 Trust COA is revised and amended as follows:

17. M. B. Energy's Continuing Obligation. The Department acknowledges that, under the terms of this First Amendment, M. B. Energy has no further obligation or responsibility for: (i) the ongoing treatment of the mine discharges associated with the SMPs identified in Paragraph B, above, and identified in Paragraphs D and F of the 2019 Trust COA and which are the subject of the 2019 Trust COA, or (ii) any other obligation or responsibility under the 2019 Trust COA.


9. Execution of Agreement. This First Amendment may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be

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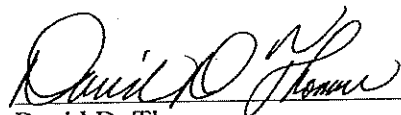
executed by their duly authorized representatives. The undersigned representative of M. B. Energy certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that she is authorized to execute this First Amendment on behalf of M. B. Energy; that M. B. Energy consents to the entry of this First Amendment as a final ORDER of the Department; and that M. B. Energy hereby knowingly waives its rights to appeal this First Amendment and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by attorney for M. B. Energy and Renewvation certifies only that the agreement has been signed after consulting with counsel.

**FOR M. B. ENERGY, INC. AND  
RENEWVATION, LLC:**

  
\_\_\_\_\_  
Nancy P. Turk  
Member and President

  
\_\_\_\_\_  
Name  
Attorney for M. B. Energy, Inc. and  
Renewvation, LLC

**FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:**

  
\_\_\_\_\_  
David D. Thomas  
District Mining Manager  
Cambria District Mining Office

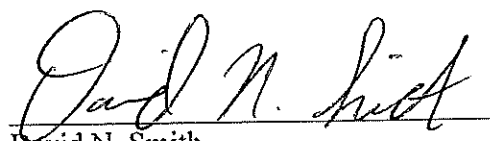

  
\_\_\_\_\_  
David N. Smith  
Assistant Counsel  
Southcentral Regional Office of Chief Counsel

EXHIBIT LIST

- EXHIBIT A First page of the 2019 Post-Mining Treatment Trust Consent Order and Agreement
- EXHIBIT B Deed from M. B. Energy to F.N.B. Wealth Management dated January 3, 2023
- EXHIBIT C Deed from M. B. Energy to F.N.B. Wealth Management dated June 26, 2023

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

|                                    |   |   |
|------------------------------------|---|---|
| M. B. Energy, Inc.                 | : | Ridge Road Mine                           |
| North Cambria Fuel Company         | : | Permit No. 65860105                       |
| Arcadia Company, Inc.              | : | Donegal Township                          |
| The Martin Bearer Marital Trust 2A | : | Westmoreland County                       |
|                                    | : |   |
| 175 McKnight Road                  | : | Campbell-Skovira Mine                     |
| Blairsville, PA 15717              | : | Permit No. 65810113                       |
|                                    | : | Cook and Donegal Townships                |
|                                    | : | Westmoreland County                       |
|                                    | : |   |
|                                    | : | Hall-Tallent Mine                         |
|                                    | : | Permit No. 3473SM8                        |
|                                    | : | Derry Township                            |
|                                    | : | Westmoreland County                       |
|                                    | : |   |
|                                    | : | Gabiak Strip                              |
|                                    | : | Permit No. 11830102                       |
|                                    | : | Lower Yoder Township                      |
|                                    | : | Cambria County                            |
|                                    | : |   |
|                                    | : | CBC Strip                                 |
|                                    | : | Permit No. 32820134                       |
|                                    | : | Grant Township                            |
|                                    | : | Indiana County                            |
|                                    | : |   |
|                                    | : | Dietrich Mine                             |
|                                    | : | Permit No. 32810135                       |
|                                    | : | West Wheatfield Township                  |
|                                    | : | Indiana County                            |
|                                    | : |   |
|                                    | : | Saxman Run Mine                           |
|                                    | : | Permit No. 65010101                       |
|                                    | : | Derry Township                            |
|                                    | : | Westmoreland County                       |
|                                    | : |   |
|                                    | : | Alternative Financial Assurance Mechanism |

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EXHIBIT A

Frank Schiefer

Westmoreland County

Transaction #: T20230022808  
Customer: METZGAR & METZGAR LLC  
Clerk: MIKAYLA  
Page Count: 7  
Party1: M B ENERGY INC  
Party2: HARRIGER, VICKI L -AS TRUSTEE

Instrument #: **202310200027190**



Recorded Date: 10/20/2023 10:44:02 AM  
Document Type: DEED

Municipality / School District  
COOK TWP  
LIGONIER VALLEY

Percentage Tax  
100% \$0.00  
\$0.00

Local Tax Total: \$0.00

PA Transfer Tax: \$0.00

Total Taxes: \$0.00

Total Recording Fees: \$92.00

Total: \$92.00

OFFICIAL RECORDING COVER PAGE

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT



I hereby CERTIFY  
that this document is recorded  
in the RECORDERS OFFICE  
of Westmoreland County  
Pennsylvania

Frank Schiefer • Recorder of Deeds

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EXHIBIT B

# This Deed

UPI 44-00774-00000  
MAP 44-08-00-0-095

MADE, the \_\_\_\_\_<sup>3rd</sup> \_\_\_\_\_ day of JANUARY in the year of our Lord Two Thousand Twenty Three (2023),

BETWEEN M. B. ENERGY, INC., a Pennsylvania corporation, with an office located at Sewickley, Pennsylvania,

Grantor,

AND VICKI L. HARRIGER, Trustee for F.N.B. Wealth Management formerly known as First National Trust Company by M. B. Energy Multi-Site Treatment Trust dated January 2, 2019, with an office located at Johnstown, Pennsylvania

Grantee.

WITNESSETH, that the said Grantor, Indian Lake Properties, Inc., for and in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, at and before the sealing and delivery of these presents, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

MAP #: 44-08-00-0-095

ALL that certain piece or parcel of land situate in Cook Township, Westmoreland County, Pennsylvania, bounded and described as follows:

BEGINNING at a point, said point being North 30° 30' West 225.00 feet from common corner of land now or formerly of James P. Catello and land now or formerly of the Carnegie Institute of which this was a part, and continuing along same, North 30° 30' West 640.00 feet to a point along land now or formerly of Ivan Campbell; thence leaving said point and through land now or formerly of the Carnegie Institute, the following courses and distances: North 49° 36' 11" East 350 feet; South 40° 23' 49" East 630.48 feet and South 49° 36' 11" West 460 feet to a point, the place of beginning.

CONTAINING 5.862 Acres according to that certain Plat of Land Showing Intended Conveyance to M. B. Energy, Inc., which Plat of Land is recorded at Westmoreland County

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Recorder of Deeds at Plat Book Volume 90, Page 264, being designated on said Plat of land as "Parcel to be Conveyed to M. B. Energy, Inc."

**UNDER AND SUBJECT TO** the rights of prior grantor to the Western Pennsylvania Conservancy, its successors and assigns, and subject to the restrictive covenants in the Grant of Easement and Declaration of Restrictive Covenants dated January 16, 1981, and recorded at Westmoreland County Recorder of Deeds at Deed Book Volume 2377, Page 631.

**THE GRANTEE** for itself, its successors and assigns, agrees which agreement shall run with the land granted herein, that the use of the above described premises shall be limited to the construction and maintenance of a certain water treatment system as mandated by the Pennsylvania Department of Environmental Resources in a Consent Order, related to said water treatment system and related ingress, egress and regress and no other use.

**THE GRANTEE** by accepting this Deed for itself, its successors and assigns, agrees to pay any real estate taxes or assessments levied by governmental authorities on the property subject to this conveyance or any part thereof.

**THE GRANTEE** hereby gives and grants unto the grantor, its successors and assigns, the exclusive right and option to repurchase the above described premises at any time within 20 years of May 16, 1991. Such reconveyance shall, however, be made subject to the grantee's continued right to enter upon the premises and to main, repair or reconstruct such water treatment facilities as shall then be required by the Pennsylvania Department of Environmental Resources or other regulatory agencies. The purchase price for such repurchase by grantor shall be \$2,300.00, plus \$10.00 for each calendar month following the May 16, 1991 until the calendar month of the date of reconveyance. All transfer costs including state and local transfer taxes shall be borne by the Carnegie Institute in the event it exercises the option. The exercise of this option shall be made in writing and the premises shall be conveyed M. B. Energy, Inc., or its successors or assigns within sixty days from the date it receives said notice.

**BEING** the same premises conveyed to M. B. Energy, Inc., a Pennsylvania corporation, the within Grantor, by Deed of the Carnegie Institute, a Pennsylvania nonprofit corporation, dated May 16, 1991, and recorded in the Office for the Recording of Deeds in and for Westmoreland County, Pennsylvania, at Deed Book Volume 3019, Page 644.

**EXCEPTING AND UNDER AND SUBJECT TO** the same exceptions, conditions restrictions and reservations as contained in prior deeds of conveyance and under and

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subject to any encroachments, rights-of-way, easements, zoning ordinances or other prescriptive uses as may be revealed by a physical inspection of the premises.

**M. B. ENERGY MULTI-SITE TREATMENT TRUST POST MINING DISCHARGE TREATMENT TRUST AGREEMENT** relating to the First National Trust Company (now known as F. N. B. Wealth Management) by M. B. Energy, Inc. dated January 2, 2019, is being deposited with the Westmoreland County Recorder of Deeds.

**THIS DEED FROM M. B. ENERGY, INC.** is made under and by virtue of a Resolution of the Board of Directors of M. B. Energy, Inc., duly passed at a special meeting thereof, held on January 3, 2023, a full quorum being present, authorizing and directing the same be done, and authorizing Nancy P. Turk, President of the Corporation, to execute the deed on behalf of the Corporation.

**THIS CONVEYANCE IS EXEMPT from Pennsylvania Transfer tax by virtue of dissolving corporation to trust for stockholders.**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

THE GRANTOR HEREIN HEREBY ACKNOWLEDGES THAT THE GRANTOR HEREIN HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR HEREIN, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS 'HAZARDOUS WASTE' AND 'DISPOSED', AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE 'SOLID WASTE MANAGEMENT ACT', ACT 1980—97. AS USED HEREIN, THE WORD 'GRANTOR' MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.

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# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: .....

This ..... day of .....

**TOGETHER WITH** all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of M. B. Energy, Inc., its successors and assigns, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

**AND** the said Grantor does hereby covenant that it will warrant **SPECIALLY** the property hereby conveyed.

IN WITNESS WHEREOF, said M. B. Energy, Inc., has caused this Deed to be signed in its corporate name by its President, and has attested by its Secretary, the day and year first above written.

M. B. ENERGY, INC.

By: *Nancy P. Turk* (SEAL)  
Nancy P. Turk-President

ATTEST:

*Nancy P. Turk*  
Secretary - Nancy P. Turk

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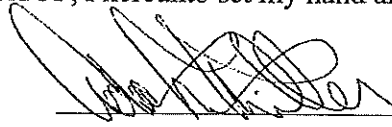
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Somerset ) ss:

ON THIS, the 3rd day of JANUARY, 2023, before me, the undersigned officer, personally appeared Nancy P. Turk, who acknowledged herself to be the President of M. B. Energy, Inc., and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Commonwealth of Pennsylvania - Notary Seal  
Ada M. Miller, Notary Public  
Somerset County  
My commission expires February 4, 2025  
Commission number 1111744  
Member, Pennsylvania Association of Notaries

 (SEAL)

Certificate of Residence

I hereby certify that the correct address for Grantee is 532 Main Street, Johnstown, Pennsylvania, 15901

Dated: January 3, 2023

  
Carl Walker Metzgar, Esquire  
Attorney for Grantor  
Mail to: Metzgar & Metzgar, LLC  
202 East Main Street  
Somerset, PA 15501

DEP  
JUL 16 2024  
Cambria Office

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

State Tax Paid: \_\_\_\_\_  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document \_\_\_\_\_

|  |                  |   |                   |
|--|------------------|---|-------------------|
| Grantor(s)/Lessor(s)<br>M. B. Energy, Inc. | Telephone Number | Grantee(s)/Lessee(s)<br>F.N.B. Wealth Management formerly     | Telephone Number  |
| Mailing Address<br>279 Ferry Street        |                  | Mailing Address<br>First National Trust Co. - 532 Main Street |                   |
| City<br>Sewickley                          | State<br>PA      | ZIP Code<br>15143   | City<br>Johnstown |
|  | State<br>PA      | ZIP Code<br>15901   |                   |

**SECTION II REAL ESTATE LOCATION**

Street Address \_\_\_\_\_ City, Township, Borough  
Cook Township

|                        |                 |                                     |
|------------------------|-----------------|-------------------------------------|
| County<br>Westmoreland | School District | Tax Parcel Number<br>44-08-00-0-095 |
|------------------------|-----------------|-------------------------------------|

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

|                                      |  |                                  |
|--------------------------------------|--|----------------------------------|
| 1. Actual Cash Consideration<br>1.00 | 2. Other Consideration<br>+ 0.00       | 3. Total Consideration<br>= 1.00 |
| 4. County Assessed Value<br>910.00   | 5. Common Level Ratio Factor<br>x 9.09 | 6. Computed Value<br>= 8,271.90  |

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

|  |  |  |
|--|--|--|
| 1a. Amount of Exemption Claimed<br>\$ 8,271.90 | 1b. Percentage of Grantor's Interest in Real Estate<br>100 % | 1c. Percentage of Grantor's Interest Conveyed<br>100 % |
|--|--|--|

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

|  |                                    |
|--|------------------------------------|
| Name<br>Carl Walker Metzgar, Esquire                             | Telephone Number<br>(814) 445-3371 |
| Mailing Address<br>Metzgar & Metzgar, LLC - 202 East Main Street | City<br>Somerset                   |
|  | State<br>PA                        |
|  | ZIP Code<br>15501                  |

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party \_\_\_\_\_ Date  
01/03/2023

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



DEP



CF

Frank Schiefer  
Westmoreland County

# CUSTOMER RECEIPT

Receipt Number: T20230022808

Customer: METZGAR & METZGAR LLC

Date/Time: 10/20/2023 10:35:53 AM

Method Received: Mail

MAIL ENVELOPE PROVIDED

Clerk: MIKAYLA

## Transaction Detail

| Instrument Number  | Type | Record Fee | Equip. Fee | State Tax         | Transfer Tax | Copy | Cart. Copy | Total Copy/Fee | # Pgs | Consideration | Subtotal |
|--|------|------------|------------|-------------------|--------------|------|------------|----------------|-------|---------------|----------|
| 202310200027190  | DEED | \$87.00    | \$5.00     | \$0.00            | \$0.00       | N    | N          | \$0.00         | 7     | \$1.00        | \$92.00  |
| <b>First Party Name</b><br>M B ENERGY INC                |      |            |            |                   |              |      |            |                |       |               |          |
| <b>Municipality Name</b><br>COOK TWP                     |      |            |            |                   |              |      |            |                |       |               |          |
| <b>School District</b><br>LIGONIER VALLEY                |      |            |            |                   |              |      |            |                |       |               |          |
| <b>Second Party Name</b><br>HARRIGER, VICKI L-AS TRUSTEE |      |            |            |                   |              |      |            |                |       |               |          |
| <b>TOTAL:</b>  |      |            |            |                   |              |      |            |                |       |               |          |
|  |      |            |            | <b>Percentage</b> |              |      |            |                |       | <b>Tax</b>    |          |
|  |      |            |            | 100%              |              |      |            |                |       | \$0.00        |          |
|  |      |            |            | 100%              |              |      |            |                |       | \$0.00        |          |

### PAYMENT INFORMATION

Method of Payment  
Check Payment

Payment Control ID  
9004

Authorized Agent

Total Payments:

Amount

\$92.00

\$92.00

AMOUNT PAID: \$92.00

LESS AMOUNT DUE: \$92.00

CHANGE RECEIVED: \$0.00

# DEP

JUL 16 2024

## Cambridge Office

Frank Schiefer  
Westmoreland County

Transaction #: T20230017276  
Customer: METZGAR & METZGAR LLC  
Clerk: ISAAC  
Page Count: 11  
Party1: M B ENERGY INC  
Party2: F N B WEALTH MANAGEMENT

Instrument #: 202308140020651



Recorded Date: 8/14/2023 2:05:28 PM  
Document Type: DEED

**Municipality / School District**  
DERRY TWP  
DERRY AREA

| <b>Percentage Tax</b>        |                 |
|------------------------------|-----------------|
| 100%                         | \$0.00          |
|                              | \$0.00          |
| Local Tax Total:             | \$0.00          |
| PA Transfer Tax:             | \$0.00          |
| <b>Total Taxes:</b>          | <b>\$0.00</b>   |
| <b>Total Recording Fees:</b> | <b>\$141.75</b> |
| <b>Total:</b>                | <b>\$141.75</b> |

OFFICIAL RECORDING COVER PAGE  
**PLEASE DO NOT DETACH**  
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT



I hereby CERTIFY  
that this document is recorded  
in the RECORDERS OFFICE  
of Westmoreland County  
Pennsylvania

*Frank Schiefer*

Frank Schiefer • Recorder of Deeds

DEP

JUL 16 2024

EXHIBIT C

Cambria Office

UPI 45-00435-00000

MAP 45-27-00-0-003

UPI 45-04925-00000

MAP 45-28-00-0-012

# This Deed

MADE, the 26<sup>th</sup> day of June in the year of our Lord Two Thousand Twenty Three (2023),

BETWEEN M. B. ENERGY, INC., a Pennsylvania corporation, with an office located at Blairsville, Pennsylvania,

Grantor,

AND VICKI L. HARRIGER, Trustee for F.N.B. Wealth Management formerly known as First National Trust Company by M. B. Energy Multi-Site Treatment Trust dated January 2, 2019, with an office located at Ebensburg, Pennsylvania,

Grantee.

WITNESSETH, that the said Grantor, M. B. Energy, Inc., for and in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, at and before the sealing and delivery of these presents, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

**PARCEL FIRST: Parcel No. 45-27-00-0-003**

ALL that certain piece, parcel or tract of land situate in Derry Township, Westmoreland County and Commonwealth of Pennsylvania, being **PARCEL "C"** of the Martin L. Bearer Estate Subdivision as revised June 2, 2022, and recorded at Westmoreland County as Instrument Number 202206170021748 and being more particularly bounded and described as follows:

**BEGINNING** at a point in the centerline of State Route 981 where Parcel "C" intersects with the land now or formerly of the Commonwealth of Pennsylvania; thence from said point of beginning with a radius of 6128.90 feet and an arc of 1645.67 feet to a point; thence leaving said State Route 981 and along Parcel "B", South 40° 52' 32" West 924.32 feet to an iron pin; thence by same, South 62° 06' 51" West 43 8. 70 feet to an iron pin; thence by same, South 60° 45' 56" West 199.99 feet to an existing monument at the land now or formerly of the United States of America; thence by said land of the United States of America, North 21° 32' 08" 462.59 feet to an existing monument; thence by same, North 43° 04' 44" West 157.97 feet to an existing monument; thence by land now or formerly of the Commonwealth of Pennsylvania, North 88° 23' 22" East 145.02 feet to an existing monument; thence by same, North 01° 56' 03" West 1389.84 feet to a point in the center

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Cambria Office

line of State Route 981, being the place of beginning. CONTAINING 31.4721 Acres in accordance with the survey prepared by Arthur J. Kromel, P. L. S.

**ALSO GRANTING AND CONVEYING** to Grantee, its successors and assigns, forever, all natural gas and oil found at depths of Four thousand (4000) feet or more below the surface of the property conveyed herein that was a part of the property the title to which became vested in Martin L. Bearer by deed of J. M. Hall and J. M. Hall, Jr., Inc., a Pennsylvania corporation, and James C. Tallant and Lucille Tallant, his wife, dated May 14, 1974, and recorded at Westmoreland County Deed Book Volume 2153, Page 226.

**ALSO GRANTING AND CONVEYING** to Grantee, its successors and assigns, forever, all natural gas and oil in and underlying the that portion of the property herein conveyed the title to which became vested in M. B. Energy, Inc., by Deed of Barbara M. Bearer dated December 9, 2009, and recorded at Westmoreland County Instrument Number 200912150049569.

**EXCEPTING AND RESERVING** to prior grantor, the estate of Martin L. Bearer, a/k/a Martin Bearer, a/k/a Martin Leroy Bearer, deceased, forever, all of the gas and oil in and underlying that portion of the property conveyed herein that was a part of the property acquired by Martin L. Bearer, trading and doing business as North Cambria Fuel Company by deed of Delano W. Beck and Deanna Beck, his wife, dated November 25, 1992, and recorded at Westmoreland County Deed Book Volume 3140, Page 182.

**EXCEPTING AND RESERVING** all natural gas found at depths of less than four thousand (4,000) feet below that portion of the surface of the land herein conveyed by the Estate of Martin L. Bearer, deceased, which natural gas was previously granted and conveyed to Jessie J. Jolly and Alva J. Jolly, husband and wife, by deed of the Estate of Martin L. Bearer, a/le/a Martin Bearer, a/k/a Martin Leroy Bearer dated January 20, 2003, and recorded at Westmoreland County Instrument Number 200301210005659.

**UNDER AND SUBJECT TO** a Coalbed Methane Gas Lease granted by Martin L. Bearer Revocable Trust dated May 20, 1998, to Belden & Blake Corporation, by instrument dated April 29, 2002, and a Memorandum of said Coalbed Methane Gas Lease also dated April 29, 2002, as recorded at Westmoreland County DTS 002 68741.

**SUBJECT TO** oil and gas leases, oil and gas rights and rights of way for pipelines and pole lines and for utilities heretofore granted, excepted or reserved in prior deeds or conveyances of record or as the same are now located.

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**UNDER AND SUBJECT TO** a Right-of-Way Agreement from Chalmers Ramaley and Nora M. Ramaley, his wife, to Railway Steel Spring Company, dated July 3, 1931, and recorded at Westmoreland County Deed Book Volume 923, Page 302.

**UNDER AND SUBJECT TO** a right-of-way granted by Lincoln E. Willis and Elizabeth Willis to Sinclair Refining Company by instrument dated February 6, 1942, and recorded at Westmoreland County Deed Book Volume 1116, Page 99.

**UNDER AND SUBJECT TO** a right of way granted by Chalmers Ramaley and Nora M. Ramaley, his wife, to Sinclair Refining Company by instrument recorded at Westmoreland County Deed Book Volume 1115, Page 517.

**UNDER AND SUBJECT TO** a right-of-way granted by Martin L. Bearer, t/d/b/a North Cambria Fuel Company and Barbara M. Bearer, his wife, to Standard Steel, dated April 28, 1986, and recorded at Westmoreland County Deed Book 2666, Page 450.

**UNDER AND SUBJECT TO** an Easement and Right-of-Way Agreement from Martin L. Bearer and Barbara Bearer, his wife, to Standard Steel Company dated November 30, 1985, and recorded at Westmoreland County Deed Book Volume 2650, Page 76.

**UNDER AND SUBJECT TO** an unrecorded Pipeline Right of Way Agreement granted by the Martin L. Bearer Revocable Trust dated May 20, 1998, to Belden & Blake Corporation by instrument dated May 8, 2002, granting therein, inter alia., the right-of-way to lay, operate, maintain, repair, relocate and remove pipelines and such other rights as are more fully set forth therein.

**PARCEL SECOND: PARCEL NO. 45-28-00-0-012**

**ALL** that certain piece, parcel or tract of land situate in the Derry Township, Westmoreland County, and Commonwealth of Pennsylvania, being **PARCEL "D"** of the Martin L. Bearer Estate Subdivision as revised June 2, 2022, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania as Instrument Number 202206170021748 and being more particularly bounded and described as follows:

**BEGINNING** at a point in the center line of State Route 981 where Parcel "D" intersects with the land now or formerly of the United States of America; thence by said land now or formerly of United States of America North 80° 30' 46" West a distance of 823.00 feet to an existing monument; thence by the same, South 59° 54' 01" West a distance of 743.06 feet to an existing monument at line of Parcel "B"; thence along Parcel "B" North 10° 15' 38" West a distance of 1100.57 feet to a point in the center line of State Route 981; thence through the center line of State Route 981, South 62° 51' 52" East a distance of 1854.80 feet to a point being the place of beginning. CONTAINING an area of 14.1420 acres.

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**ALSO GRANTING AND CONVEYING** to Grantee, its successors and assigns, forever, all natural gas and oil found at depths of four thousand ( 4000) feet or more below the surface of the property conveyed herein that was a part of the property the title to which became vested in Martin L. Bearer by deed of J. M. Hall and J. M. Hall, Jr., Inc., a Pennsylvania Corporation, and James C. Tallant and Lucille Tallant, his wife, dated May 14, 1974, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania in Deed Book Volume 2153, page 226.

**BEING** a part of the same property the title to which became vested in Martin L. Bearer by deed of J.M. Hall and J.M. Hall, Jr., Inc., a Pennsylvania Corporation, and James C. Tallant and Lucille Tallant, his wife, dated May 14, 1974, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania in Deed Book Volume 2153, page 226.

**EXCEPTING AND RESERVING** all natural gas found at depths of less than four thousand (4,000) feet below the surface of the land herein conveyed as granted and conveyed to Jessie J. Jolly and Alva J. J ally, husband and wife, by deed of the Estate of Martin L. Bearer, a/k/a Martin Bearer, a/k/a Martin Leroy Bearer dated January 20, 2003 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania as Instrument Number 200301210005659.

**UNDER AND SUBJECT TO** a Coalbed Methane Gas Lease granted by Martin L. Bearer Revocable Trust dated May 20, 1998, to Belden & Blake Corporation, by instrument dated April 29, 2002 and a memorandum of said Coalbed Methane Gas Lease also dated April 29, 2002, is recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, at DTS 002 68741.

**SUBJECT TO** oil and gas leases, oil and gas rights and rights of way for pipelines and pole lines and for utilities heretofore granted, excepted or reserved in prior deeds or conveyances of record or as the same are now located.

**EXCEPTING AND RESERVING AND UNDER AND SUBJECT TO** the same exceptions, conditions restrictions and reservations as contained in prior deeds of conveyance and under and subject to any encroachments, rights-of-way, easements, zoning ordinances or other prescriptive uses as may be revealed by a physical inspection of the premises.

**UNDER AND SUBJECT TO** a Right-of-Way Agreement from Chalmers Ramaley and Nora M. Ramaley, his wife, to Railway Steel Spring Company, dated July 3, 1931, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 923, Page 302.

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Cambria Office

**UNDER AND SUBJECT TO** a right-of-way granted by Lincoln E. Willis and Elizabeth Willis to Sinclair Refining Company by instrument dated February 6, 1942, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 1116, page 99.

**UNDER AND SUBJECT TO** a right of way granted by Chalmers Ramaley and Nora M. Ramaley, his wife, to Sinclair Refining Company by instrument recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 1115, page 517.

**UNDER AND SUBJECT TO** a right-of-way granted by Martin L. Bearer, t/d/b/a North Cambria Fuel Company and Barbara M. Bearer, his wife, to Standard Steel, dated April 28, 1986 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book 2666, Page 450.

**UNDER AND SUBJECT TO** an Easement and Right-of-Way Agreement from Martin L. Bearer and Barbara Bearer, his wife, to Standard Steel Company, dated November 30, 1985, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 2650, Page 76.

**UNDER AND SUBJECT TO** a Coalbed Methane Gas Lease granted by the Martin L. Bearer Revocable Trust dated May 20, 1998, to Belden & Blake Corporation, by instrument dated April 29, 2002, and a memorandum of said Coalbed Methane Gas Lease also dated April 29, 2002, is recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, at DTS 002 68741.

**UNDER AND SUBJECT TO** an unrecorded Pipeline Right of Way Agreement granted by the Martin L. Bearer Revocable Trust dated May 20, 1998 to Belden & Blake Corporation by instrument dated May 8, 2002 granting therein, inter alia., the right of way to lay, operate, maintain, repair, relocate and remove pipelines and such other rights as are more fully set forth therein.

**SUBJECT TO** oil and gas leases, oil and gas rights and rights of way for pipelines and pole lines and for utilities heretofore granted, excepted or reserved in prior deeds or conveyances of record or as the same are now located.

**BEING** same premises conveyed to M. B. Energy, Inc, a Pennsylvania corporation, by deed of Virginia M. Shaw, James J. Bearer and Ronald M. Little, Executors of the Estate of Martin L. Bearer, aka Martin Bearer aka Martin Leroy Bearer, deceased, and M. B. Energy, Inc., a Pennsylvania corporation, dated September 2, 2022, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, at Instrument No. 202212290043079.

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Cambria Office

**BOTH PARCELS EXCEPTING AND UNDER AND SUBJECT TO** the same exceptions, conditions restrictions and reservations as contained in prior deeds of conveyance and under and subject to any encroachments, rights-of-way, easements, zoning ordinances or other prescriptive uses as may be revealed by a physical inspection of the premises.

**M. B. ENERGY MULTI-SITE TREATMENT TRUST POST MINING DISCHARGE TREATMENT TRUST AGREEMENT** relating to the First National Trust Company (now known as F. N. B. Wealth Management) by M. B. Energy, Inc. dated January 2, 2019, is being deposited with the Westmoreland County Recorder of Deeds.

**THIS DEED FROM M. B. ENERGY, INC.** is made under and by virtue of a Resolution of the Board of Directors of M. B. Energy, Inc., duly passed at a special meeting thereof, held on January 3, 2023, a full quorum being present, authorizing and directing the same be done, and authorizing Nancy P. Turk, President of the Corporation, to execute the deed on behalf of the Corporation.

**THIS CONVEYANCE IS EXEMPT from Pennsylvania Transfer tax by virtue of dissolving corporation to trust for stockholders.**

TOGETHER with all and singular, the buildings, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said decedent at and immediately before the time of his decease, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or parcel of land, excepting and reserving as hereinbefore set forth, with the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever; by the same title and to all intents and purposes the same as held by the said decedent at and immediately before the time of his decease.

AND the said Grantors, Executors as aforesaid, do covenant, promise and agree to and with the said Grantees, their heirs and assigns, by these presents, that the Grantors have not done, committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, or otherwise howsoever.

DEP

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Cambria Office

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

THE GRANTOR HEREIN HEREBY ACKNOWLEDGES THAT THE GRANTOR HEREIN HAS NOT DISPOSED OF HAZARDOUS WASTE ON THE PROPERTY ABOVE DESCRIBED, NOR, TO THE ACTUAL KNOWLEDGE OF THE GRANTOR HEREIN, HAS HAZARDOUS WASTE EVER BEEN DISPOSED OF ON THE PROPERTY ABOVE DESCRIBED. THE TERMS 'HAZARDOUS WASTE' AND 'DISPOSED', AS USED HEREIN, SHALL HAVE, IN ADDITION TO THEIR NORMAL AND CUSTOMARY MEANINGS, THE DEFINITIONS CONTAINED IN THE 'SOLID WASTE MANAGEMENT ACT', ACT 1980—97. AS USED HEREIN, THE WORD 'GRANTOR' MEANS ALL OF THOSE PERSONS, WHETHER ONE OR MORE, WHO ARE THE GRANTORS IN THE INSTRUMENT OF CONVEYANCE IN WHICH THIS CLAUSE IS CONTAINED.

662B

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: .....

This ..... day of .....

**TOGETHER WITH** all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of M. B. Energy,

**DEP**

JUL 16 2024

**Cambrja Office**

Inc., its successors and assigns, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

**AND** the said Grantor does hereby covenant that it will warrant **SPECIALLY** the property hereby conveyed.

IN WITNESS WHEREOF, said M. B. Energy, Inc., has caused this Deed to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

M. B. ENERGY, INC.

By:

  
Nancy P. Turk-President

ATTEST:

\_\_\_\_\_  
Secretary

DEP

JUL 16 2024

Cambria Office

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Allegheny )

SS:

ON THIS, the 26<sup>th</sup> day of June, 2023, before me, the undersigned officer, personally appeared Nancy P. Turk, who acknowledged herself to be the President of M. B. Energy, Inc., and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Gwendolyn L. Safran, Notary Public  
Allegheny County  
My commission expires April 8, 2027  
Commission number 1261765  
Member, Pennsylvania Association of Notaries

Gwendolyn L. Safran (SEAL)

Certificate of Residence

I hereby certify that the correct address for Grantee is 111 West High Street, Ebensburg, PA 15931

Dated: June 26, 2023

Carl Walker Metzgar  
Carl Walker Metzgar, Esquire  
Attorney for Grantee

Mailed: Carl Walker Metzgar  
202 East Main Street  
Somerset, PA 15501

DEP

JUL 16 2024

Cambria Office

1830019105

REVENUE DEPARTMENT OF REVENUE (EX) MOD 06-19 (FI)

**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

**RECORDER'S USE ONLY**

State Tax Paid: \_\_\_\_\_

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Instrument Number: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document: \_\_\_\_\_

|  |                  |  |                   |
|--|------------------|--|-------------------|
| Grantor(s)/Lessor(s)<br>M. B. Energy, Inc. | Telephone Number | Grantee(s)/Lessee(s)<br>F.N.B. Wealth Management formerly        | Telephone Number  |
| Mailing Address<br>279 Ferry Street        |                  | Mailing Address<br>First National Trust Co.-111 West High Street |                   |
| City<br>Sewickley                          | State<br>PA      | ZIP Code<br>15143  | City<br>Ebensburg |
|  | State<br>PA      | ZIP Code<br>15931  |                   |

**SECTION II REAL ESTATE LOCATION**

Street Address: \_\_\_\_\_

City, Township, Borough  
Derry Township

|                        |                 |                                     |
|------------------------|-----------------|-------------------------------------|
| County<br>Westmoreland | School District | Tax Parcel Number<br>45-27-00-0-003 |
|------------------------|-----------------|-------------------------------------|

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

|                                      |  |                                  |
|--------------------------------------|--|----------------------------------|
| 1. Actual Cash Consideration<br>1.00 | 2. Other Consideration<br>+ 0.00       | 3. Total Consideration<br>= 1.00 |
| 4. County Assessed Value<br>2,300.00 | 5. Common Level Ratio Factor<br>x 9.09 | 6. Computed Value<br>= 20,907.00 |

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

|   |  |  |
|---|--|--|
| 1a. Amount of Exemption Claimed<br>\$ 20,907.00 | 1b. Percentage of Grantor's Interest in Real Estate<br>100 % | 1c. Percentage of Grantor's Interest Conveyed<br>100 % |
|---|--|--|

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

DEP

JUL 16 2024

Cambria Office

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

|  |                                    |
|--|------------------------------------|
| Name<br>Carl Walker Metzgar, Esquire, Metzgar & Metzgar, LLC | Telephone Number<br>(814) 445-3371 |
| Mailing Address<br>202 East Main Street                      | City<br>Somerset                   |
|  | State<br>PA                        |
|  | ZIP Code<br>15501                  |

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: \_\_\_\_\_ Date: 06/26/2023

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

8/14/2023 2:05:30 PM



Frank Schiefer  
Westmoreland County

# CUSTOMER RECEIPT

Receipt Number: T20230017276  
Date/Time: 8/14/2023 2:05:28 PM  
Method Received: Mail  
Clerk: ISAAC  
Customer: METZGAR & METZGAR LLC  
MAIL ENVELOPE PROVIDED



## Transaction Detail

| Instrument Number | Type | Record Fee | Equip. Fee | State Tax | Transfer Tax | Copy | Cert. Copy | Total Copy Fee | #Pgs | Consideration | Subtotal |
|-------------------|------|------------|------------|-----------|--------------|------|------------|----------------|------|---------------|----------|
| 202308140020651   | DEED | \$136.75   | \$5.00     | \$0.00    | \$0.00       | N    | N          | \$0.00         | 11   | \$1.00        | \$141.75 |

First Party Name  
M B ENERGY INC

Municipality Name  
DERRY TWP

School District  
DERRY AREA

Second Party Name  
F N B WEALTH MANAGEMENT

Percentage  
100%  
100%

Tax  
\$0.00  
\$0.00

TOTAL:

## PAYMENT INFORMATION

Method of Payment  
Check Payment  
Check Payment  
Payment Control ID  
8945  
8959  
Authorized Agent

Total Payments:

AMOUNT PAID: \$141.75  
LESS AMOUNT DUE: \$141.75  
CHANGE RECEIVED: \$0.00

# DEP

JUL 16 2024

## Cambria Office