

Svonavec 56890102

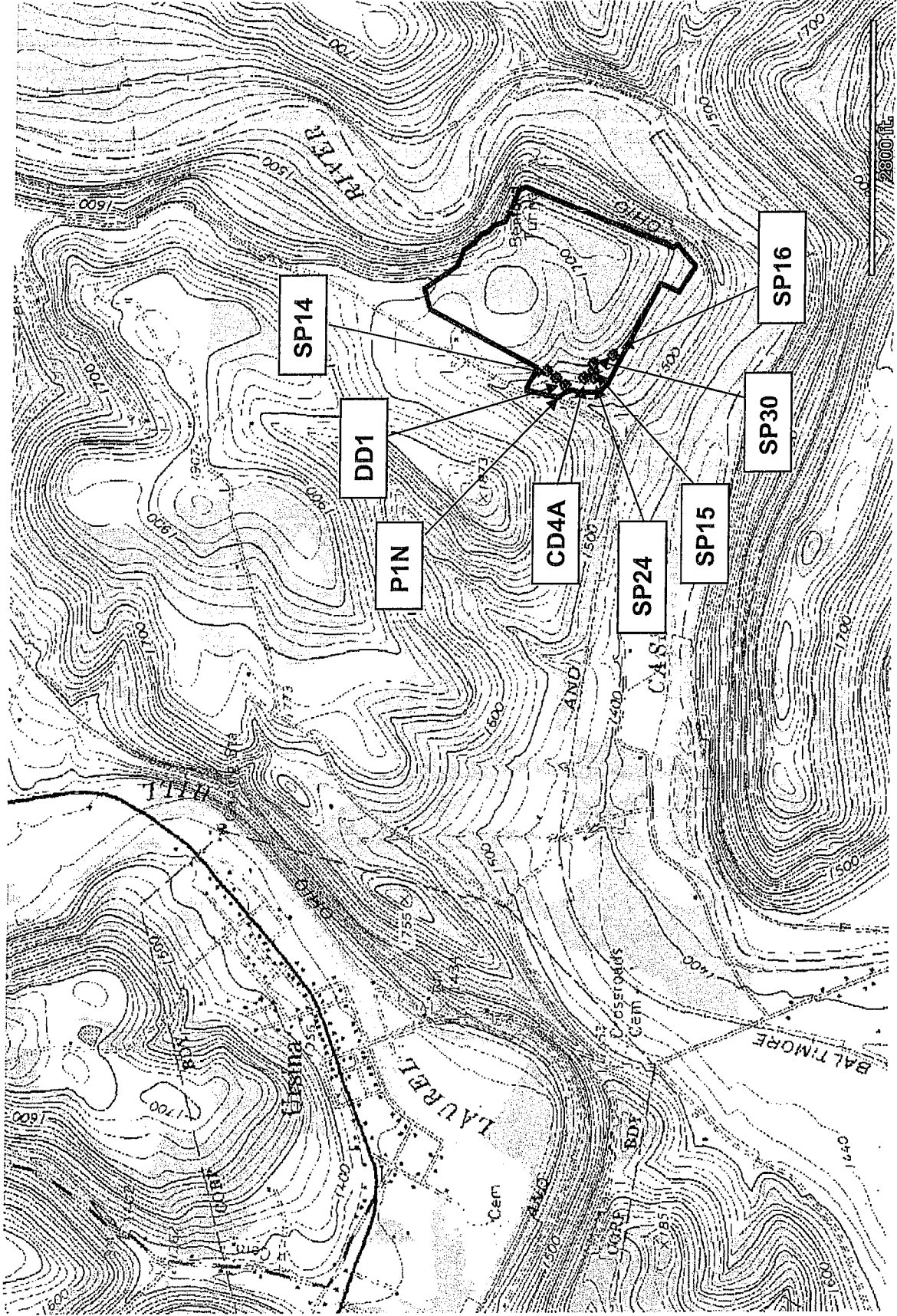


Exhibit A

Exhibit B
Svonavec 56890102 Ohler Strip
Raw Discharges Quantity and Quality

ID No.	pH	Alkalinity	Acidity	Fe	Mn	Al	Sulfates	Maximum	Average
		(mg/l)	(mg/l)	(mg/l)	(mg/l)	(mg/l)	(mg/l)	Flow (gpm)	Flow (gpm)
CD4A	3.5	0	1048	2.1	69.6	134.0	2497	26.6	10
DD1	3.7	0	252	0.3	35.9	30.1	797	10	3
P1N	4.2	6.2	120	0.5	31.1	12.6	846	2	1.5
SP14	4.4	8.2	122	0.5	16.3	15.8	675	24	10
SP15	4.3	5.8	139	0.4	18.6	11.1	714	3	1
SP16	3.8	0	214	0.5	38.7	14.9	1287	1.5	1
SP24	4.6	9.8	98	<.3	19.8	8.0	1466	2.5	2
SP30	5.1	12	103	2.4	29.4	3.2	1174	1.5	1

- Compilation of the Department's analytical sampling results from April 1994 through January 2009 for CD4A, DD1, P1N, SP14, SP15, SP16, SP24 and SP30.

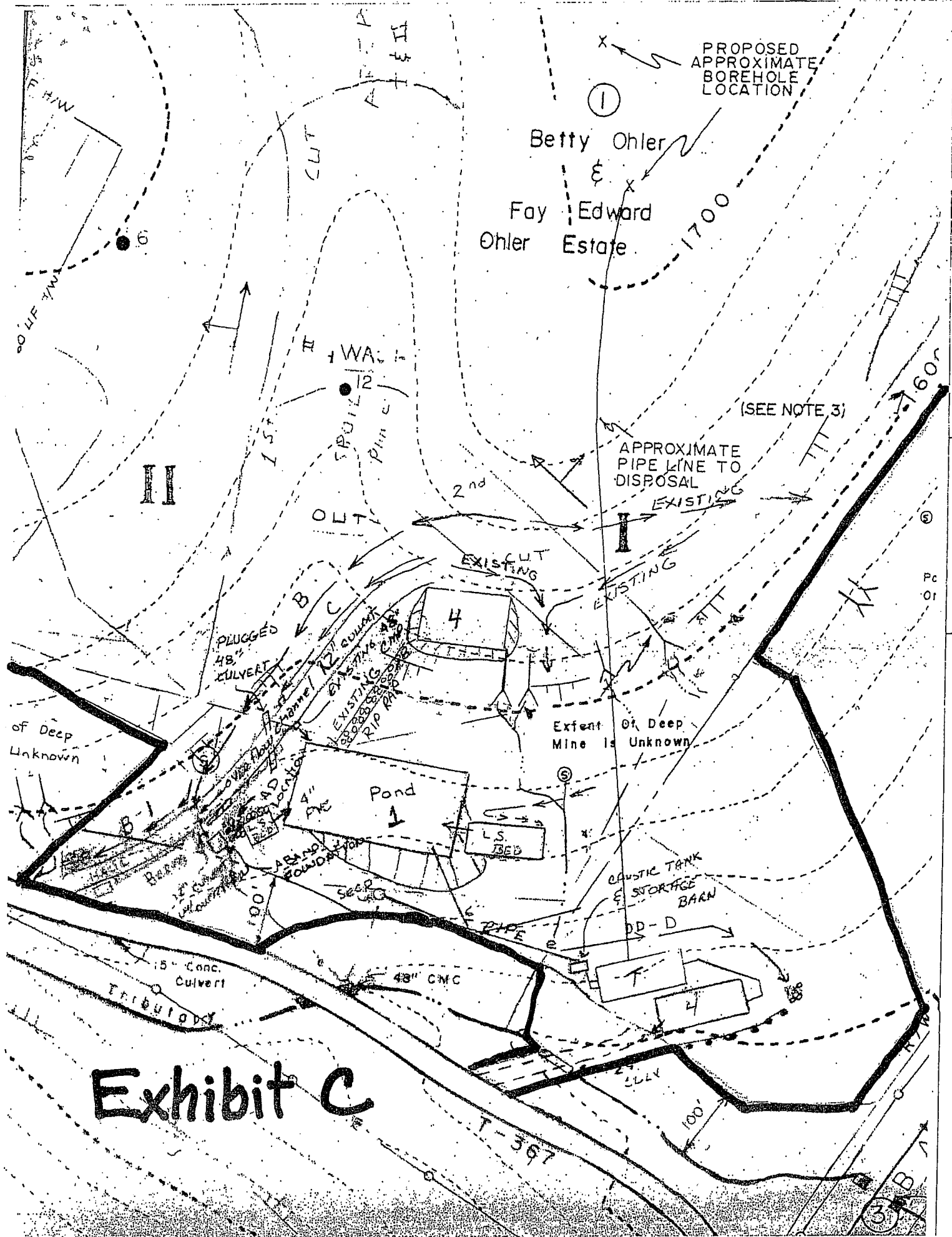


Exhibit C

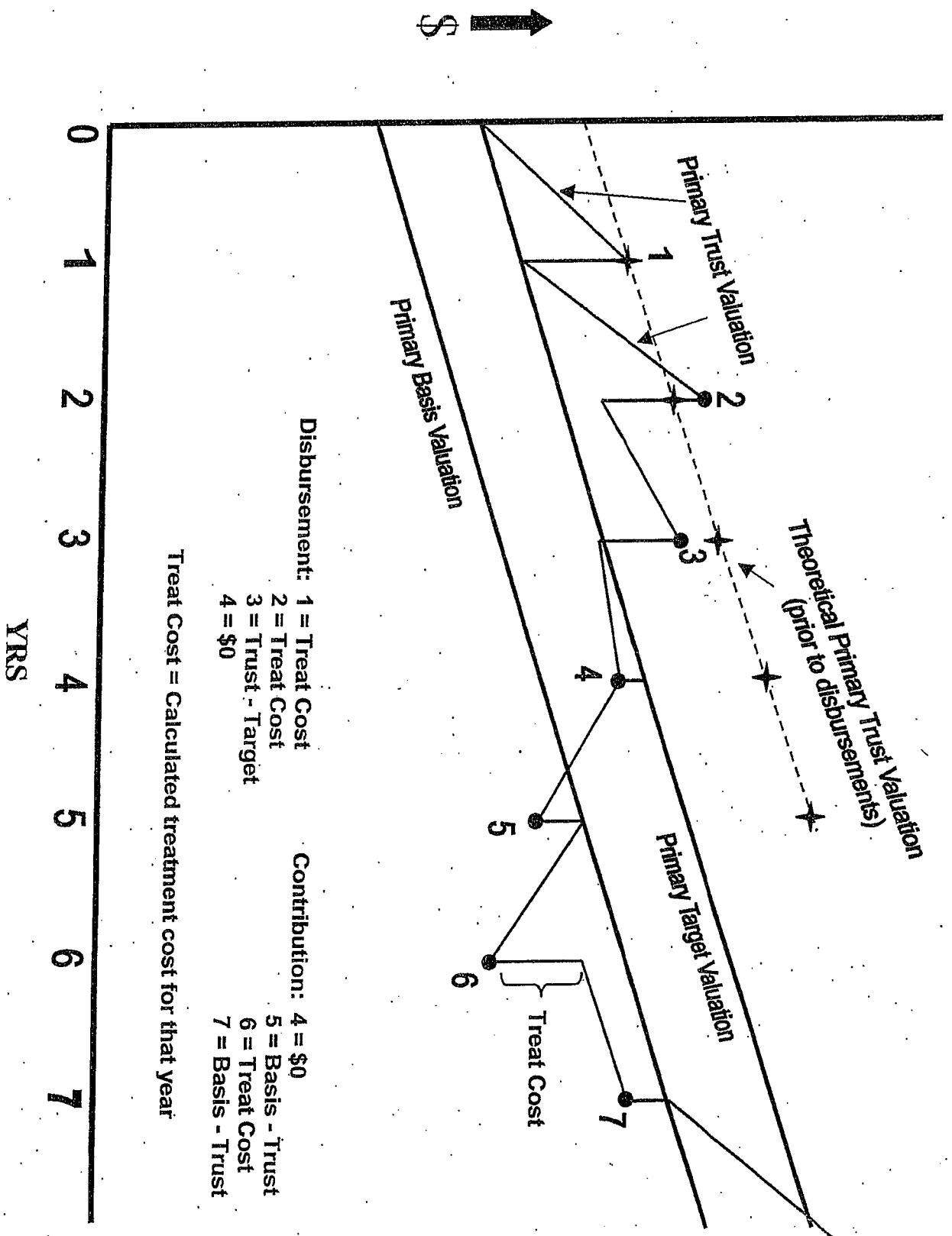


Exhibit D

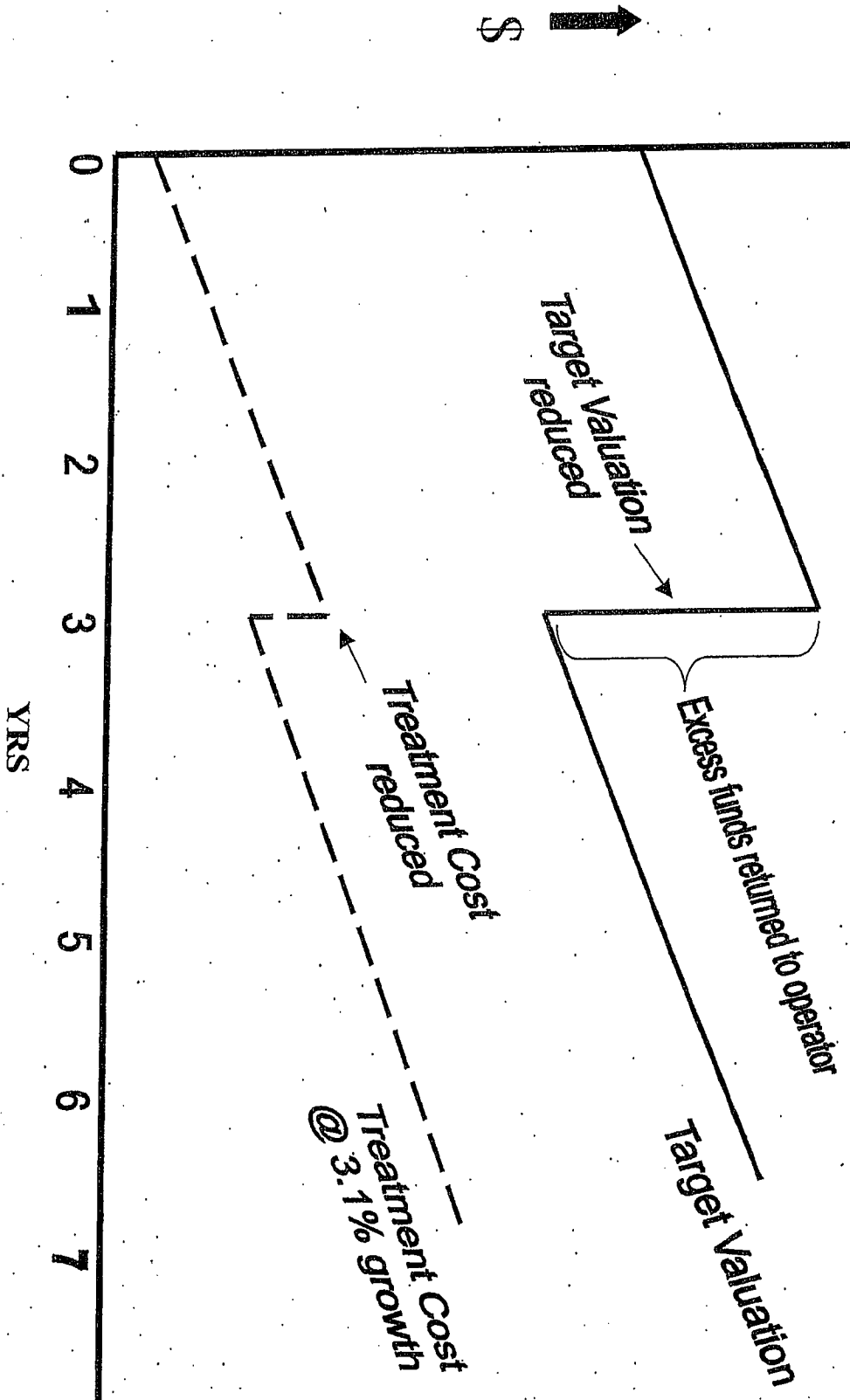


Exhibit E

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION

Permit No. _____

CONSENT TO RIGHT OF ENTRY FOR OPERATION AND
MAINTENANCE OF MINE DRAINAGE TREATMENT FACILITY
COVERED BY A POST-MINING DISCHARGE TREATMENT TRUST

Property Owner(s): List everyone with an ownership interest in the property which is the subject of this Agreement.

Name: _____ Name: _____

Address: _____ Address: _____

WHEREAS, the Property Owner(s) own surface property containing _____ acres located in _____ Township, _____ County, Pennsylvania, and described in Deed Book Volume _____, Page _____, in the _____ County Recorder's Office (the Property);

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized to administer and enforce the Surface Mining Conservation and Reclamation Act, 52 P.S. §§ 1396.1—1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1—691.1001, and their implementing regulations, including requiring the construction, operation and maintenance of facilities designed to remediate the effects of mine drainage;

WHEREAS, [Operator] conducted surface mining activities on [or adjacent to] the Property pursuant to Surface Mining Permit No. _____;

WHEREAS, DEP has determined that mine drainage caused by [Operator's] mining activities is discharging from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of pollution, to waters of the Commonwealth;

WHEREAS, DEP and [Operator] have entered into a Consent Order and Agreement, dated _____ (COA) which requires [Operator] to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutional discharge(s);

WHEREAS, a map showing the boundaries of the Treatment Facility Property is attached as Exhibit A;

Exhibit F

WHEREAS, [Operator] has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee [Operator's] legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the [Operator's] obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to comply with the COA, [Operator], DEP and the Trustee must have access to the Treatment Facility Property to conduct and/or oversee the activities required by the COA;

WHEREAS, [Operator and DEP] have requested and the Property Owner(s) is willing to grant [Operator], DEP and the Trustee a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

WHEREAS, the Property Owner(s) acknowledge that treatment of the mine drainage on the Property will provide benefits to the Property Owner and to the Commonwealth through abatement of a nuisance, restoration of land affected by mining operations, and prevention of pollution to waters of the Commonwealth;

NOW THEREFORE, in consideration of the benefits which the Property Owner(s) and the general public will receive, and with the intention of being legally bound, it is agreed as follows:

1. Right of Entry. The Property Owner(s) hereby grants and conveys to [Operator], DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.
2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.
3. Insurance. DEP will require [Operator] and the Trustee to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.
4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.
5. Notification. This Consent to Right of Entry shall be recorded by [Operator] in the _____ County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the

Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

6. Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.

7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this _____ day of _____, 20_____.

The Property Owner(s)
(Each owner sign and print
their name under the signature.)

Name:

For [Operator]

Name:
Title:

For the Department of Environmental Protection:

Name:
Title:

ACKNOWLEDGEMENT

STATE OF

SS

COUNTY OF

On this, the _____ day of _____, 20____, before me, the undersigned Notary, personally appeared

(Name (s))

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to this instrument, and who acknowledged that (he, she or they) have executed the same and desire it to be recorded.

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

(SEAL) _____ My Commission Expires: _____
Notary Public

Company Name Svonavec
 Project 56890102
 Site Name Ohler

Life of Trust Fund	75	yrs
Inflation Rate	3.10	%
Return Rate	9.28	%

Exhibit G

Capital Improvement Account Required Annual Balance AMD TREAT



RECAPITIALIZATION COST

AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	3,776	3,776	Initial Fund Amount				
1	4,125	4,125	0	51	14,744	14,744	0
2	4,508	4,508	0	52	16,112	16,112	0
3	4,927	4,927	0	53	17,607	17,607	0
4	5,384	5,384	0	54	19,241	19,241	0
5	5,884	5,884	0	55	21,027	21,027	0
6	6,430	6,430	0	56	22,978	22,978	0
7	7,026	7,026	0	57	25,111	25,111	0
8	7,679	7,679	0	58	27,441	27,441	0
9	8,391	8,391	0	59	29,987	29,987	0
10	9,170	9,170	0	60	32,770	32,770	0
11	10,021	10,021	0	61	35,811	35,811	0
12	10,951	10,951	0	62	39,135	39,135	0
13	11,967	11,967	0	63	42,766	42,766	0
14	13,078	13,078	0	64	46,735	46,735	0
15	14,291	14,291	0	65	51,072	51,072	0
16	15,618	15,618	0	66	55,812	55,812	0
17	17,067	17,067	0	67	60,991	60,991	0
18	18,651	18,651	0	68	66,651	66,651	0
19	20,382	20,382	0	69	72,837	72,837	0
20	22,273	22,273	0	70	79,596	79,596	0
21	24,340	24,340	0	71	86,982	86,982	0
22	26,599	26,599	0	72	95,054	95,054	0
23	29,068	29,068	0	73	103,876	103,876	0
24	31,765	31,765	0	74	113,515	113,515	0
25	34,713	7,756	26,956	75	124,050	0	124,050
26	8,476	8,476	0	76	0	0	0
27	9,263	9,263	0	77	0	0	0
28	10,123	10,123	0	78	0	0	0
29	11,062	11,062	0	79	0	0	0
30	12,089	12,089	0	80	0	0	0
31	13,210	13,210	0	81	0	0	0
32	14,436	14,436	0	82	0	0	0
33	15,776	15,776	0	83	0	0	0
34	17,240	17,240	0	84	0	0	0
35	18,840	18,840	0	85	0	0	0
36	20,589	20,589	0	86	0	0	0
37	22,499	22,499	0	87	0	0	0
38	24,587	24,587	0	88	0	0	0
39	26,869	26,869	0	89	0	0	0
40	29,362	29,362	0	90	0	0	0
41	32,087	32,087	0	91	0	0	0
42	35,065	35,065	0	92	0	0	0
43	38,319	38,319	0	93	0	0	0
44	41,875	41,875	0	94	0	0	0
45	45,761	45,761	0	95	0	0	0
46	50,008	50,008	0	96	0	0	0
47	54,649	54,649	0	97	0	0	0
48	59,720	59,720	0	98	0	0	0
49	65,262	65,262	0	99	0	0	0
50	71,319	13,492	57,826	100	0	0	0

Exhibit H

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RIDER

This Rider is attached to and made a part of the Surety Bond-Mining (General), Bond No. ISM1087, ISM1014 dated 9/19/1989, and 7/30/1990 submitted by Svonavec, Inc. ("Operator" or "Principal"), License No. 1266, for the Ohler Strip (Name of Operation Facility), Permit No. 56890102.

It is hereby understood, acknowledged and agreed by the Operator and the Surety that the attached Surety Bond, Surety Bond-Mining (General) Bond No. ISM1014, ISM1087 is amended as follows:

1. Under provisions of Paragraph 3 (Default), the Department of Environmental Protection, formerly known as the Department of Environmental Resources ("Department"), hereby designates Somerset Trust Company, Trustee (and any successor Trustee) of a certain Trust, dated March 5, 2010, as the Department's designee for the purpose of declaring a forfeiture under the attached Surety Bond. The Surety Bond, as amended by this Rider, together with the Trust and the Consent Order and Agreement between the Department and the Operator dated March 5, 2010, comprise an alternative financial assurance mechanism established for the benefit of the Department pursuant to the Surface Mining Conservation and Reclamation Act to address Operator's legal obligations to treat mine drainage discharges emanating from or hydrologically connected to sites covered by the permit(s) which are secured under the attached Surety Bond(s).

In the event a forfeiture is declared by the Trustee, (or any successor Trustee), the Surety agrees to pay over to the Trustee the amount of the forfeited bond within thirty (30) days notice by certified mail from the Trustee, for deposit in the Trust.

2. The Operator and the Surety understand, acknowledge and agree that the Operator's reclamation obligations under the permit(s) which are secured by the attached Surety Bond, and which are obligations of the attached Surety Bond, include the Operator's legal obligations to treat postmining discharges of mine drainage and that, notwithstanding Operator performing any other reclamation obligation, such legal obligations to treat postmining discharges of mine drainage shall continue under the attached Surety Bond uninterrupted, undiminished and unimpaired.

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3. The Operator and the Surety hereby agree that any dispute arising under the Trustee's declaration of forfeiture shall be adjudicated by the Environmental Hearing Board, Commonwealth of Pennsylvania in accordance with the Environmental Hearing Board Act.


4. The Operator and the Surety understand, acknowledge and agree that the rights and powers of the Trustee established by this Rider are in addition to and not in lieu of any of the rights and powers of the Commonwealth of Pennsylvania and/or the Department established in the attached Surety Bond, such rights and powers of the Commonwealth of Pennsylvania and/or the Department continue without change or modification, uninterrupted, undiminished and unimpaired.

IN WITNESS WHEREOF, the Operator and Surety have hereunto set their hands and seals, intending to be legally bound hereby, as of the 8th day of January, 2010.

OPERATOR:
Svonavec, Inc.

Attest or Witness:

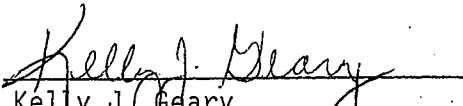

Michael M. Svonavec

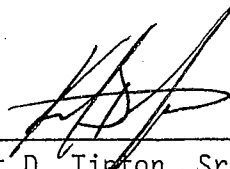
By: 
David D. Svonavec, President

By: _____

SURETY: Rockwood Casualty Insurance Company

Attest or Witness:


Kelly J. Geary

By: 
Kurt D. Tipton, Sr. Vice President

By: _____

PENNSYLVANIA RESIDENT AGENT:

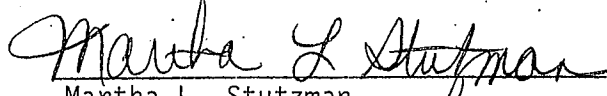

Martha L. Stutzman

Exhibit H

Approved for the Department
Of Environmental Protection:

By: John P. Varner

JOHN P. VARNER
DISTRICT MOWING MANAGER
(Name and Title)

3-5-10
(Date)

Approved as to legality and form:

Chris Hunter
Chief/Assistant Counsel
Department of Environmental Protection

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