

IN THE MATTER OF: CONSOL Mining Company LLC, Laurel Run Mining Company LLC, and Helvetia Coal Company LLC Treatment Trust

POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

This Post-Mining Discharge Treatment Trust Agreement (“Trust Agreement”) entered into this 2nd day of October, 2024, (the “Effective Date”) by and among CONSOL Mining Company LLC, a Delaware limited liability company (“CMC”), Laurel Run Mining Company LLC, a Virginia limited liability company (“Laurel Run”), and Helvetia Coal Company LLC, a Pennsylvania limited liability company (“Helvetia”), all with a business address at 275 Technology Drive, Suite 101, Canonsburg, Pennsylvania 15317 (each of CMC, Laurel Run, and Helvetia, a “Settler,” and collectively, the “Settlers”), and Somerset Trust Company, a Pennsylvania chartered bank, with a place of business at 131 North Center Avenue, P.O. Box 1330, Somerset, Pennsylvania 15501 (the “Trustee”) (each of the Settlers and the Trustee a “Party,” and collectively, the “Parties”).

WHEREAS, the Settlers have entered into a Post-Mining Discharge Treatment Trust Consent Order and Agreement dated October 2, 2024, (as it may be amended from time to time, the “Treatment Trust CO&A”) with the Commonwealth of Pennsylvania, Department of Environmental Protection (the “Department”), which is incorporated by reference, attached hereto as **Exhibit A**, and which contains, among other things, a requirement that the Settlers provide financial guarantees to assure that funds will be available to provide for the Settlers’ legal obligation to operate mine drainage treatment systems to treat and otherwise prevent certain post-mining discharges of mine drainage emanating from or hydrologically connected to Settlers’ twenty-two (22) mine sites identified in the Treatment Trust CO&A (the “Sites”);

WHEREAS, the mine drainage treatment systems associated with the Sites are described in Paragraphs O through JJ of the Treatment Trust CO&A (hereinafter referred to as the “Treatment Systems”);

WHEREAS, the Settlers have elected to establish this Trust, to be known as the CMC/Laurel Run/Helvetia Treatment Trust (the “Trust”), pursuant to the Treatment Trust CO&A, to assure that funds are available to provide for the Settlers’ legal obligation to provide financial assurance for the long-term operation and maintenance of the Treatment Systems to treat the post-mining discharges in perpetuity;

WHEREAS, the Pennsylvania Surface Mining Conservation and Reclamation Act, 52 P.S. § 1396.1 *et seq.* (“SMCRA”), requires a permittee to post with the Department a bond for each operation conditioned upon the permittee performing all of the requirements of SMCRA, The Clean Streams Law, 35 P.S. § 691.1 *et seq.*, and the Coal Refuse Disposal Control Act, 52 P.S. § 30.51 *et seq.* (“Coal Refuse Disposal Act”), and SMCRA further provides for the bond to be released where all reclamation standards have been satisfied with the exception of consistently meeting mine drainage effluent standards, provided the operator has made provisions with the Department for the sound future treatment of the pollutional discharges, 52 P.S. § 1396.4(d) and (g);

WHEREAS, the use of a trust fund is authorized as an alternative financial assurance mechanism under provisions of SMCRA which contemplate such a trust is for the public purpose of protecting the environment and the health and welfare of the public, without limitation on duration, and is a means which provides for the sound future treatment of pollutional discharges. 52 P.S. § 1396.4(d) and (d.2); 25 Pa. Code § 86.158(f);

WHEREAS, the Settlers have posted the bonds described in Paragraphs O through JJ of the Treatment Trust CO&A with the Department to provide funds for the long-term operation and maintenance of the Treatment Systems;

WHEREAS, the Settlers, acting through their duly authorized officers or representatives and with the approval of the Department, have selected the Trustee under this Trust Agreement;

WHEREAS, the Trustee has been induced, and has agreed and is willing to perform the duties as are required to be performed pursuant to this Trust Agreement;

WHEREAS, the Trustee is a Pennsylvania chartered or national bank or financial institution with trust powers or a trust company, with offices in Pennsylvania and whose trust activities are examined or regulated by a state or federal agency;

WHEREAS, the Department has joined in this Trust Agreement to indicate its acceptance of the terms and conditions set forth in, as well as the powers and authorities granted by, this Trust Agreement;

WHEREAS, the Department has stated that, to the best of its knowledge and belief, the Treatment Systems currently are in compliance with all required federal and state permits and approvals necessary and required for the operation and maintenance of the Treatment Systems; and

WHEREAS, except as set forth in the Treatment Trust CO&A, the Settlers represent that, to the best of their knowledge, there are no violations of any environmental law regulating the Treatment Systems or the Property, as it is hereinafter defined, and that the Treatment Systems are operating in compliance with all applicable permits and approvals.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the Parties as set forth herein, and with the intention of being legally bound hereby, the Parties agree as follows:

ARTICLE ONE

Establishment of Trust

§ 1.1 The Settlers and the Trustee hereby establish the Trust for the benefit of the Department, or its successor, to be utilized for the primary purpose of addressing environmental obligations related to the mining activities of the Settlers or their predecessors-in-interest permitted under SMCRA, the Coal Refuse Disposal Control Act, or the Bituminous Mine Subsidence and Land Conservation Act and under The Clean Streams Law, which includes providing for the continued operation and maintenance of the Treatment Systems. For purposes of this Trust Agreement, the term “operation” includes, but is not limited to, the operation, maintenance and replacement of the currently existing and functioning Treatment Systems approved by the Department and any other treatment systems which may be required in the future.

§ 1.2 The Settlers and the Trustee intend for the Department to be legal beneficiary of the Trust and to have all rights of a beneficiary under the law, as well as all rights granted to the Department under this Trust Agreement. The Department, as beneficiary, shall have access to the Trust as provided herein.

§ 1.3 The Trust principal, excluding any surety bonds held for the benefit of the Trust as hereinafter provided, shall consist of:

- (a) The cash payments to the Trustee by the Settlers, as set forth in Paragraph 6 of the Treatment Trust CO&A.

(b) Ongoing payments to be made by the Settlers in the amounts and on the dates specified in Paragraph 6 of the Treatment Trust CO&A and such other payments as may be made from time to time by the Settlers pursuant to the Treatment Trust CO&A.

(c) The Department's and the Trustee's rights under those certain easements and rights of entry to the Sites described in the Consents to Right of Entry and other access documents as set forth in Paragraphs O through JJ of the Treatment Trust CO&A and attached hereto as **Exhibit B**, including easements and consents to right of entry to the Sites which may be conveyed to or acquired by the Trust in the future.

(d) Such real property as may be conveyed to or acquired by the Trust in the future by fee simple deed free and clear of all liens. Title will be fully insurable by a standard title insurance policy.

(e) Certain Personal Property described in Paragraphs O through JJ of the Treatment Trust CO&A associated with the Treatment Systems including buildings, structures, fixtures and appurtenances described in the Bills of Sale attached hereto as **Exhibit C** which the applicable Settlor(s) shall convey to the Trust through the Bills of Sale or which may be conveyed to or acquired by the Trust in the future. If and to the extent that the Treatment Trust CO&A provides for the conveyance of the Personal Property (as part of the residuum) back to the Settlers in connection with the closure of a Trust Account, the Department (acting in accordance and compliance with the provisions of the Treatment Trust CO&A) shall direct the Trustee to convey such Personal Property back to the applicable Settlor(s) using the Department's standard Bill of Sale and License Agreement as applicable, and the Trustee shall promptly do so.

(f) Cash, funds or property transferred from any other person to the Trust and accepted by the Trustee as directed by the Department.

(g) The delivery by the Settlers to the Trustee of various surety bonds provided by the Settlers pursuant to the bond adjustment and replacement schedule set forth in Paragraph 6 of the Treatment Trust CO&A which (whether in the original surety bonds or in a rider thereto) shall name the Trustee as the Department's designee for purposes of declaring a forfeiture of the surety bonds. The total sum of the surety bonds, attached hereto as **Exhibit D**, after the completion of the actions discussed in Paragraph 6 of the Treatment Trust CO&A, is \$62,144,610. The Trustee shall hold such surety bonds for the benefit of the Trust but shall be under no obligation to pay any premiums or other costs associated therewith. All such premiums and costs, as well as the responsibility for maintaining the surety bonds in full force and effect, shall remain the obligation of the Settlers.

(h) All proceeds from surety bonds held by the Trustee and forfeited in accordance with provisions of this Trust Agreement.

(i) All investments, reinvestments, assets or proceeds attributable to or derived from the items listed in this subparagraph.

§ 1.4 The surety bonds delivered by the Settlers shall be held for the benefit of the Trust by the Trustee until the Department either directs the Trustee to release such bonds or a portion thereof or the Department directs the Trustee to forfeit the surety bonds and deposit the proceeds of such forfeiture into the Trust. The Trustee shall take no action with respect to the surety bonds except as directed, in writing, by the Department in accordance with the provisions of this Trust Agreement (acting in accordance and compliance with the provisions of the Treatment Trust

CO&A), and the Trustee shall not be liable to any party for acting in accordance with such directions.

§ 1.5 All of the preceding payments, proceeds and assets referred to in Articles 1.3 and 1.4 hereof shall constitute the Trust principal, which, together with all earnings, accretions and profits therefrom, less any payments or distributions made by the Trustee pursuant to the terms of this Trust Agreement, shall constitute the Trust Fund.

§ 1.6 The Trustee shall establish within the Trust Fund two (2) subaccounts for each of the twenty-two (22) Sites. Each Site will have a dedicated subaccount designated as the Primary Account for that Site and a subaccount designated as the Capital Improvement Account for that Site. The Trustee shall deposit the Trust principal identified in Articles 1.3 through 1.5 hereof into the Primary Account in accordance with the schedule set forth in the Treatment Trust CO&A. The Trustee shall transfer funds into the Capital Improvement Account from the Primary Account as directed by the Department and shall deposit into the Capital Improvement Account funds received from any person for deposit into this Account. The Capital Improvement Account principal may be commingled with the principal of the Primary Account for purposes of investment, but must be accounted for and reported separately as if they are assets of separate and distinct funds. The Trustee shall manage and make disbursements from the two (2) subaccounts for each of the twenty-two (22) Sites in accordance with the provisions of ARTICLE TWO, Distribution Payments, and ARTICLE THREE, Trust Management, as set forth in this Trust Agreement.

§ 1.7 The Trust Fund and any other real and personal property held by the Trustee pursuant to this Trust Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Settlers, and shall not be subject or applied

to the debts, obligations or liabilities of the Settlers, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Settlers shall have no legal title to any part of the Trust Fund, and it is the intention of the Parties that the Settlers' entry into this Trust Agreement shall extinguish and remove all of the Settlers' interests in the Trust from the Settlers' estates under the Bankruptcy Code or similar laws (the foregoing not constituting, for purposes of clarity, a waiver or release of any right of the Settlers to disbursements or distributions from the Trust Fund pursuant to the terms of this Trust Agreement or the Treatment Trust CO&A).

§ 1.8 All payments made to the Trust or deposits into the Trust by the Settlers shall be irrevocable once made, and upon delivery thereof, by or on behalf of the Settlers, all interest of the Settlers therein shall cease and terminate, and, except for disbursements or distributions of excess funds back to the Settlers to which the Settlers are expressly entitled under certain circumstances pursuant to the terms of this Trust Agreement and the Treatment Trust CO&A, no part thereof, nor any income therefrom, shall be used for or devoted to purposes other than for the exclusive benefit of the Department and the Trust as provided herein.

§ 1.9 The Trust Fund shall be held, administered, invested and reinvested by the Trustee, IN TRUST, as hereinafter provided, and all distributions therefrom shall be made in accordance with the provisions of this Trust Agreement.

§ 1.10 Any monetary payments made by the Settlers or on their behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers or other negotiable instruments acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment or collection thereof, but the Trustee shall notify the Department of any deficiencies in the payments required to be made by the Settlers or on their behalf whenever the

Trustee has knowledge of such deficiencies provided, however, the Trustee shall not be responsible or liable for failure to identify or notify the Department of any such deficiencies.

ARTICLE TWO

Distribution Payments

§ 2.1 The Trustee shall make distribution payments from the Trust Fund upon the written order of the Department, and the Department shall designate the subaccount from which such disbursement payment shall be made. The Department shall have the authority to designate, in writing, any person or entity to receive distribution payments from the Trust. The Trustee shall, upon receipt of written order for distribution payment from the Department, make distribution payments from the Trust as directed in the Department's written order. The Trustee shall be fully protected and entitled to rely upon the written orders of the Department and shall not be liable to any party for acting in accordance with those directions.

§ 2.2 The Trustee is authorized to and shall, upon the written order of the Department, enter into contracts, and take title to easements, rights of way and other property interests and property as necessary to carry out the purposes of the Trust. The Trustee is authorized, upon the written order of the Department, to contract with or otherwise engage the services of, and pay reasonable compensation to, such persons or entities as the Trustee may require to carry out the provisions of this Article 2.2. This authorization is in addition to the other powers granted to the Trustee by this Trust Agreement with regard to the retention and compensation of agents. Any property acquired or services provided under the provisions of this Article 2.2 shall not be deemed to be acquired or provided to the Trustee or the Department, but shall be deemed to be acquired or provided on behalf of the Trust, and the Trustee shall not incur any liability under the Trust when acting in accordance with the provisions of this Article 2.2.

§ 2.3 Except as provided by this Trust Agreement, no other disposition of monies shall be made unless directed, in writing, by the Department.

ARTICLE THREE

Trust Management

§ 3.1 The Trustee shall invest and reinvest the principal and income of the Trust and keep the Trust invested as a single fund, without distinction between principal and income. The Trustee shall add to principal any income not distributed pursuant to the provisions of this Trust Agreement.

§ 3.2 The Trustee shall have a fiduciary duty to act at all times in the best interest of the Trust. It shall be the responsibility and sole authority of the Trustee to make decisions concerning investment and disposition (consistent with the provisions of this Trust Agreement) of the assets of the Trust, and the Trustee shall discharge its investment duty in a manner designed to meet the goals of the Trust. Subject to Article 3.3(i) hereof, the Trustee shall seek to manage the Trust with that degree of judgment, skill and care, under the circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with such matters, exercise in the management of their own affairs.

§3.3 In order to accomplish the purpose of the Trust as stated in Article 1.1 hereof, the Trustee shall manage and invest the assets of the Trust in a manner designed (but not required) to generate a long-term annualized effective rate of return of at least 8.43% after subtraction of all fees, taxes and expenses. For purposes of investing or reinvesting the assets in the Trust, the Trustee shall have investment discretion subject to the following guidelines:

- (a) The Trustee may purchase shares of any mutual funds or "money market funds" which have their assets invested in equity shares, including any

mutual fund for which the Trustee or any affiliate may be an advisor, subadvisor, manager, custodian or Trustee.

(b) The Trustee may purchase any equity shares listed on a national or regional stock exchange or capable of being valued in accordance with any other daily-recognized valuation methodology.

(c) The Trustee may purchase any bonds listed on a national exchange or capable of being valued in accordance with any other daily-recognized valuation methodology, including, but not limited to, bonds or obligations of any state or municipality, or that are obligations of or are guaranteed by the United States of America.

(d) The Trustee may invest in any interest-bearing bank account or "money market" account.

(e) The Trustee may sell at public or private sale any shares acquired under this Article Three.

(f) In regard to any shares or other equity interests the Trustee may hold, the Trustee may join in any merger, reorganization, voting-trust plan or any other concerted action of owners or shareholders.

(g) The Trustee, in the exercise of its investment powers, may utilize puts and calls, short sales, options and warrants or other investment strategies generally recognized as prudent when utilized to enhance returns, reduce risk or mitigate loss.

(h) The Trustee may hold cash awaiting investment or distribution for a reasonable period of time; provided however, where possible and consistent with sound investment practices, the Trustee shall invest such cash in overnight investments.

(i) The Trustee shall not be responsible for any losses incurred or failure to realize returns expected hereunder, whether it is due to market fluctuations or otherwise, except in the case of its gross negligence or willful misconduct or that of its agents.

(j) The Trustee may not invest in high-risk non-transparent investment instruments, such as collateralized debt obligations, credit-default swaps, hedge funds or derivatives.

ARTICLE FOUR

Express Powers of Trustee

§ 4.1 Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Trust Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the power herein granted.

(b) To register any securities held in the Trust in its own name or in the name of a nominee and to hold any security in bearer form or book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are

part of the Trust and that such securities are not co-mingled with or made a part of any other account of another customer of the Trustee or the Trustee itself.

(c) To deposit any cash in the Trust in interest-bearing accounts maintained by the Trustee, to the extent such are insured by an agency of the Federal or State Government or otherwise secured as provided under the laws of the Commonwealth of Pennsylvania.

(d) To hold title to real and personal property and to generally exercise all rights and privileges appurtenant to any property held by the Trustee as may be necessary to preserve, protect, maintain, operate, transfer, convey or sell such property, and to execute and deliver any and all instruments which may be necessary or expedient in any powers granted under this Trust Agreement. However, the Trustee shall not have the power to transfer, convey or sell the property described in **Exhibit C** without written authorization from the Department and subject to the rights of the Settlor under Paragraph 5(d) of the Treatment Trust CO&A (including in particular the rights of the Settlor to the return of residuum of the Trust upon termination of the Trust or a Trust Account and the Bills of Sale).

(e) To purchase public liability insurance and fire insurance, when directed to do so by the Department, to cover the operation, maintenance, improvement and all other activities associated with the real and personal property held by the Trust. The Trustee and the Commonwealth of Pennsylvania shall be listed on the policy as additional insureds. The insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the amounts of \$500,000 per person and

\$1,000,000 per occurrence. The fire insurance shall be in the amount determined by the Department.

ARTICLE FIVE

Advice of Counsel

§ 5.1 The Trustee may, from time to time, consult with counsel of its own choosing with respect to any question arising as to the construction or interpretation of this Trust Agreement or any action to be taken hereunder. The Trustee shall be protected, to the extent permitted by law, in acting in good faith on the advice of its counsel.

§ 5.2 The Trustee shall not be required to furnish any bond or security in any jurisdiction.

§ 5.3 No person dealing with the Trust or the Trustee shall be obligated to inquire as to the authority of the Trustee in connection with the acquisitions, investment, management or disposition of the Trust assets or in connection with the exercise of any other power granted under this Trust Agreement.

ARTICLE SIX

Claims

§ 6.1 The Trustee shall not initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust without the written consent of the Department. The Department, in considering whether to provide such consent, shall duly comply with all applicable provisions of the Treatment Trust CO&A.

§ 6.2 The Trustee shall give prompt written notice to the Department and the Settlers of each claim in favor of or against the Trust, specifying the amount and nature of such claim. The Trustee shall also give prompt written notice to the Department and the Settlers of any

controversies, demands, actions, losses, damages, costs or expenses or any other matter which the Trustee believes is likely to give rise to a claim.

§ 6.3 The Department shall have the right, but not the duty to: (1) direct the Trustee to initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust, and (2) participate in the prosecution of or defense against, any claim in favor of or against the Trust. To the extent the Department directs the Trustee to assume prosecution or defense, the Trustee shall retain counsel of the Department's choosing or counsel selected by the Trustee and approved by the Department. If the Department directs the Trustee to assume prosecution or defense of any claim, the Trustee shall prosecute or defend the claim at the expense of the Trust, and the Trustee shall be entitled to assess against the Trust Fund all costs associated with the prosecution or defense. Upon notice to the Trustee that the Department will assume prosecution or defense, the Trustee will not be responsible for the subsequent prosecution or defense nor for any loss ensuing therefrom. If the Department fails to instruct the Trustee with respect to the prosecution or defense of any claim, the Trustee may prosecute or defend any claim at the expense of the Trust, but shall be under no duty to do so, and shall have no liability for its failure or refusal to prosecute or defend the claim if it deems such action to be in the best interest of the Trust.

ARTICLE SEVEN

Evaluation and Reports

§ 7.1 The Trustee shall at least quarterly furnish to the Department and the Settlers a statement providing an accounting of all transactions involving the Trust and confirming the value of the Trust. Such statement shall value Trust investments at market value as determined not more than thirty (30) days prior to the date of statement. Should the Settlers cease to exist or are unable or unwilling to

continue treatment or have their surety bonds forfeited, the Trustee is to discontinue providing any such statement to the Settlers.

§ 7.2 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all monies and assets under this Trust Agreement. In addition, whenever called upon to do so, the Trustee shall exhibit to the Settlers, should the Settlers be in existence, and the Department, all documents, instruments or reports relating to the Trust or the Trust Fund. The Trustee shall also cause to be prepared all income tax returns required to be filed with respect to the Trust and shall execute and file such returns. The Department, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax returns.

ARTICLE EIGHT

Expenses, Taxes and Trustee Compensation

§ 8.1. Compensation of the Trustee and all other reasonable and customary expenses incurred by the Trustee, including fees for legal services rendered to the Trustee, shall be taken and paid from the Trust at the time that the Trustee shall deem appropriate. Trustee shall be paid a quarterly fee based on the quarter end market value according to the schedule of fees attached hereto as **Exhibit E**. The Trustee must provide the Department and the Settlers with written notice of any proposed future changes of the Trustee's schedule of fees. The Department and the Settlers shall have thirty (30) days after receipt of the proposed changes to approve or disapprove the proposed changes to the Trustee's schedule of fees.

§ 8.2 The Trust is intended to be categorized, for federal income tax purposes, as a grantor trust in accordance with and under the provisions of United States Treasury Regulation Section 301.7701-4(e)(1), (2), (3) and (4) and any implementing regulations cited therein or any

corresponding successor provision. All federal taxes of any kind that may be assessed or levied against or in respect of the Trust shall be paid by the Settlers and shall not be taken from the Trust Fund; provided, however, that should the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, such taxes may thereafter be taken from the Trust Fund. The Trustee shall enter into such agreements with the Settlers as are necessary to carry out this provision.

(a) Should it be determined that the Trust is taxable for federal income tax purposes and the Settlers fail, refuse or are unable to pay these taxes, the Settlers and the Trustee agree the Department shall have the right to appeal the decision to the appropriate authority. Should the Department not prevail on appeal or should federal law change such that the Trust becomes taxable for federal income tax purposes and the Settlers fail, refuse or are unable to pay the federal taxes, then the Department shall have the right, but not the duty, to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust or to take other measures to meet the requirements of federal law such that the Trust would not be taxable for federal income tax purposes. If the Department elects not to exercise its right to petition to reform the Trust or to take measures to meet the requirements of federal law for the Trust to become tax exempt, then the Trustee is empowered with the right to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust for federal income tax purposes. Notwithstanding any provision of this Article 8.2(a) to the contrary, the Trust may not be reformed such that the purposes and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlers as are provided in this Trust Agreement and in the Treatment Trust CO&A.

§ 8.3 The Trust is intended to be categorized, for state income tax purposes, as a Pennsylvania grantor trust.

(a) Should it be determined the Trust is not a charitable trust or Pennsylvania law changes so the Trust becomes taxable for Pennsylvania income tax purposes, then the Settlers agree that the Settlers will contribute to the Trustee the amount of the Pennsylvania income tax assessed or levied against or in respect of the Trust. The Trustee shall use the money contributed by the Settlers to pay the income tax assessed or levied against or in respect of the Trust. The money to pay the tax assessed or levied against the Trust shall be paid by the Settlers and shall not be taken from the Trust Fund; provided, however, that should the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, such taxes may thereafter be taken from the Trust Fund. The Trustee shall enter into such agreements with the Settlers as are necessary to carry out this provision.

(b) If, at any time, it is determined by a taxing authority with jurisdiction in the matter that the Trust is not a Pennsylvania charitable trust and the Settlers fail, refuse or are unable to pay these taxes, the Settlers and the Trustee agree the Department shall have the right to appeal the decision to the appropriate authority. Should the Department not prevail on appeal or should Pennsylvania law change such that the Trust becomes taxable for Pennsylvania income tax purposes and the Settlers fail, refuse or are unable to pay the Pennsylvania state income taxes, then the Department shall have the right, but not the duty, to petition the appropriate judicial forum to reform the Trust to be a Pennsylvania charitable trust or to take other measures to meet the requirements of Pennsylvania law such that the Trust would not be taxable for Pennsylvania income tax

purposes. If the Department elects not to exercise its right to petition to reform the Trust or to take measures to meet the requirements of Pennsylvania law for the Trust to become tax exempt, then the Trustee is empowered with the right to petition the appropriate judicial forum to reform the Trust to be a Pennsylvania charitable trust for Pennsylvania income tax purposes. Notwithstanding any provision of this Article 8.3(b) to the contrary, the Trust may not be reformed such that the purposes and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlers as are provided in this Trust Agreement and in the Treatment Trust CO&A.

§ 8.4 If at any time that the Trust itself shall become liable for any taxes, and if the Settlers shall fail, refuse or be unable to pay these taxes from its own funds, then the Trustee shall pay from the Trust Fund all such taxes then due and owing. As soon as possible after the happening of the Settlers failing, refusing or becoming unable to pay such taxes, except to the extent that the Settlers dispute the payment of such taxes in good faith, the Trustee and the Department shall negotiate and enter into an agreement in respect of the Trustee's payment of the taxes during the continuance of this Trust Agreement. Further, unless the Department and the Trustee otherwise agree to the contrary, immediately upon the happening of the Settlers' failure, refusal or inability to pay any such taxes, the Trustee is directed and empowered (notwithstanding any provision of this Trust Agreement to the contrary) to change the investment objective of the Trust to an objective which minimizes the tax liability of the Trust, giving due consideration to market conditions so as to avoid, to the extent possible, losses on the conversion of existing instruments. In carrying out this investment objective, the Trustee shall invest in the following:

(a) Any bonds or obligations of any state or municipality that are exempt from federal income tax.

(b) Shares of any mutual fund or "money market fund" which has one hundred percent (100%) of its assets invested in the investments of the type described in the preceding Article 8.4(a).

(c) Such other investments as may be approved by the Department.

ARTICLE NINE

Successor Trustee

§ 9.1 The Trustee may resign, or unless and until the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, the Settlers may replace the Trustee at the Settlers' discretion, which discretion is limited to replacement with a Pennsylvania chartered or national bank or corporate financial institution with trust powers or a trust company with offices in Pennsylvania and whose trust activities are examined or regulated by a state or federal agency. Any such action by the Settlers shall be effective only after the Settlers give sixty (60) days' notice to the Department. The Trustee's resignation or replacement shall not be effective until a successor trustee has been appointed and such appointment confirmed, in writing, by the Department, which confirmation shall not be unreasonably withheld, conditioned or delayed by the Department. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be subject to the same reservations, limitations, terms and conditions. The successor trustee shall specify the date on which it will assume administration of the Trust, in writing, sent to the Trustee, the Department and the Settlers, by certified mail, return receipt requested, not less than ten (10) days before such assumption takes effect. Upon the successor trustee's acceptance of the appointment, the Trustee hereunder shall assign, transfer,

convey and pay-over to the successor trustee the funds and properties then constituting the Trust and shall provide the Department, the Settlers and the successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article 7.1 hereof, and the Trustee hereunder shall thereafter be discharged from any further liability or responsibility with regard to the administration of the Trust (the foregoing not constituting, for purposes of clarity, any liability that the Trustee may have for its acts and omissions prior to its replacement by the successor trustee).

§ 9.2 The Department may replace the Trustee at the Department's discretion with a Pennsylvania chartered or national bank or corporate financial institution with trust powers or a trust company with offices in Pennsylvania and whose trust activities are examined or regulated by a state or federal agency. The Trustee's replacement under this Article 9.2 shall not be effective until a successor trustee has been appointed and such appointment confirmed, in writing, by the Department. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be subject to the same reservations, limitations, terms and conditions. The successor trustee shall specify the date on which it will assume administration of the Trust, in writing, sent to the Trustee, the Settlers and the Department, by certified mail, return receipt request, not less than ten (10) days before such assumption takes effect. Upon the successor trustee's acceptance of the appointment, the Trustee hereunder shall assign, transfer, convey and pay over to the successor trustee the funds and properties then constituting the Trust and shall provide the Department and the successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article 7.1 hereof and shall be discharged from any further liability or responsibility with regard to the administration of the Trust (the foregoing not constituting, for purposes of clarity, any

liability that the Trustee may have for its acts and omissions prior to its replacement by the successor trustee).

§ 9.3 A Trustee resigning or removed under this Article Nine may seek to be discharged for its administration of the Trust by filing a formal court accounting as contemplated under 20 Pa.C.S. Sections 7797 *et seq.* or by informal release agreement among the parties, as it may deem to be appropriate, after compliance with the provisions set forth in Article 9.1, above, including notice to the Department.

ARTICLE TEN

Instructions to the Trustee

§ 10.1 All orders, instructions, consents, approvals and other communications by the Department to the Trustee shall be in writing, and signed by the Deputy Secretary for Active and Abandoned Mining Operations, the Treatment Trust/ABS Sites Manager, the Director of the Bureau of Mining Programs, the Director of the Bureau of District Mining Operations, the District Mining Manager, or such other persons as the Department may designate by amendment, in writing, to this Trust Agreement, and unless and until the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, the Department shall copy the Settlers on all such communications. Unless and until the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, the Trustee shall also copy the Settlers on all communications of the Trustee to the Department under this Trust Agreement. The Trustee shall be fully protected and shall not be liable to any party while acting in accordance with the Department's orders and instructions, when such orders and instructions are authorized by this Trust Agreement, and the Trustee is acting in accordance with its fiduciary duty to the Trust, and, to the extent necessary, the Trustee shall be held harmless from the Trust Fund. The

Trustee shall not have the right to assume, in the absence of written notice to the contrary, that an event constituting a change or termination of the authority of any person to act on behalf of the Department hereunder has occurred. The Trustee, upon receipt of orders, requests or instructions by the Department which are signed by a person purporting to be designated by the Department, but not listed above or in any written amendment to this Trust Agreement, shall with due diligence ascertain if such persons are designated by the Department and have authority to act on behalf of the Department hereunder.

§ 10.2 The Trustee may request and rely upon the written instruction of the Department with respect to decisions concerning the operation of the Treatment Systems and any other treatment systems which may be required in the future. Decisions concerning investment and disposition of the assets of the Trust are the sole responsibility of the Trustee, and the Trustee shall act in a manner consistent with its fiduciary duty to the Trust.

ARTICLE ELEVEN

Trustee Exculpation

§ 11.1 The Trustee shall not be responsible for the enforcement or policing of any environmental action nor be required to defend any claims relating thereto. The Trustee shall be a mere title holder and "fiduciary" as defined in the Pennsylvania Act entitled: "The Economic Development Agency, Fiduciary and Lender Environmental Liability Protection Act," Act No. 3 of 1995, P.L. 33, 35 P.S. §§ 6027.1 through 6027.14, and its liability shall be limited as provided under Section 6 of the Act, 35 P.S. § 6027.6.

§ 11.2 As to all actions taken by the Trustee with respect to the administration of the Trust, the Trustee shall not be answerable or liable for the exercise or nonexercise of any discretion or power under this Trust Agreement nor for anything whatever in connection with

the Trust hereunder, except for its own gross negligence or willful misconduct or that of its agents. Except in the case of the Trustee's own gross negligence or willful misconduct or that of its agents, the Trustee shall be entitled to be exonerated and indemnified from the Trust Fund against any and all losses, claims, costs, expenses and liabilities arising out of or in connection with the administration or distribution of the Trust Fund or the affairs of the Trust. The provisions of this Article 11.2 shall also extend to the employees and agents of the Trustee.

ARTICLE TWELVE

Irrevocability and Termination

§ 12.1 The Trust shall be irrevocable and, except as provide in Article 16.5 hereof, shall continue from the date of inception, unless otherwise terminated by the occurrence of any one of the following:

(a) The Department determines that the Trust is no longer required, including when the Department has accepted a bond or bonds from the Settlor pursuant to Paragraph 5(d) of the Treatment Trust CO&A.

(b) The Trustee determines that the size of the Trust does not warrant the continuation of the Trust.

(c) The Trustee determines that administration of the Trust renders it impractical to continue the Trust, and the Department agrees.

Upon termination of the Trust, the Trustee shall distribute any residuum, less final trust administration expenses of the Trustee, to the Department, unless directed otherwise in writing by the Department as provided above in this Article 12.1 and in Paragraph 5(d) of the Treatment Trust CO&A.

Notwithstanding the foregoing or any other provisions in this Trust Agreement for termination of the Trust, unless and until the Settlers cease to exist or are unable or unwilling to continue treatment or have their surety bonds forfeited, any termination of the Trust shall be subject to not less than ninety (90) days prior written notice to the Settlers in order that they may elect to exercise their right under Paragraph 5(d) of the Treatment Trust CO&A to post bonds thereunder with the Department, in the amount determined by the Department in accordance with applicable bonding requirements and bond rate guidelines for a post-mining discharge operation and maintenance bond, as approved by the Department in writing, thus entitling the Settlers to the distribution of any residuum, less final trust administration expenses of the Trustee, to the Settlers.

ARTICLE THIRTEEN

Amendments

§ 13.1 This Trust Agreement may be amended by an instrument in writing, executed by the Settlers, the Trustee and the Department, or by the Trustee and the Department in the event the Settlers cease to exist or are unable or unwilling to continue treatment or have had their bonds forfeited, but during the existence of the Settlers, any amendment of this Trust Agreement cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FOURTEEN

Notices

§ 14.1 All notices, inquiries, directions or other written communications made or given pursuant to this Trust Agreement shall be given to the applicable Parties by certified mail, return receipt requested, addressed to the following addresses, and shall be deemed to be received

upon the earlier of the date of signed receipt of the certified mailing or seven (7) days following the date of mailing:

Settlers: CONSOL Mining Company LLC
Laurel Run Mining Company LLC
Helvetia Coal Company LLC
275 Technology Drive
Suite 101
Canonsburg, PA 15317
Attn: Legal Department

Department: Treatment Trust/ABS Sites Manager
25 Technology Drive
Coal Center, PA 15423

Trustee: Trust Officer
Somerset Trust Company
131 North Center Avenue
P.O. Box 1330
Somerset, Pennsylvania 15501

§ 14.2 Any change in the above addresses by any Party shall be made by giving notice to the other Parties.

ARTICLE FIFTEEN

Interpretation

§ 15.1 As used in this Trust Agreement, words in the singular include the plural, and words in the plural include the singular. Words used in this Trust Agreement shall be given their plain and ordinary meaning, except that words used in a financial or investment context that are terms of art shall be given their commonly accepted meaning when used in the context of financial services and investment practices. The headings of each section of this Trust Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Trust Agreement.

ARTICLE SIXTEEN

Construction

§ 16.1 This Trust Agreement shall be constructed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

§ 16.2 In case of the merger or consolidation of any corporate Trustee serving hereunder, the resultant company shall become such Trustee's successor. The Trustee shall promptly notify the Settlers and the Department of any such succession.

§ 16.3 Any provision of this Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

§ 16.4 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by any Party shall bind its successors and assigns.

§ 16.5 It is the intention of the Parties that the Trust remain in existence until terminated in accordance with the provisions of ARTICLE TWELVE hereof and that the Trust be exempt from the application of any rule against perpetuities by reason of the Department's beneficial interest herein because the Trust is authorized by the Pennsylvania Surface Mining Conservation and Reclamation Act which contemplates no limitation on duration, and because the Trust is for the public purpose of assuring that funds will be available in the future to ensure the Treatment Systems will continue to be maintained and operated to protect the environment and the health and welfare

of the public. However, in the event that it is ever finally determined by a court with jurisdiction in the matter, that the Trust is subject to any such rule, then the Trust shall terminate twenty-one (21) years less one (1) day after the death of the last descendent of Ambassador Joseph P. Kennedy living on the Effective Date, and the Trust Fund shall be distributed to the Department and, if applicable under the Treatment Trust CO&A, the Settlers, less final trust administration expenses of the Trustee.

ARTICLE SEVENTEEN

§ 17.1 The Trust created by this Trust Agreement shall have a legal situs in Somerset County, Pennsylvania.

IN WITNESS WHEREOF, the Parties have caused this Trust Agreement to be executed by their respective officers or representatives duly authorized and their seals to be hereunto affixed and attested as of the Effective Date.

SETTLORS:

ATTEST:

CONSOL MINING COMPANY LLC

By: Steven T. Aspinall
Name: Steven T. Aspinall
Title: Treasurer

By: James A. Brock
Name: James A. Brock
Title: President, Chairman, and Chief Executive Officer

ATTEST:

LAUREL RUN MINING COMPANY LLC

By: Steven T. Aspinall
Name: Steven T. Aspinall
Title: Treasurer

By: James A. Brock
Name: James A. Brock
Title: President and Chairman

ATTEST:

HELVETIA COAL COMPANY LLC

By: Steven T. Aspinall
Name: Steven T. Aspinall
Title: Treasurer

By: James A. Brock
Name: James A. Brock
Title: President

TRUSTEE:

ATTEST:

SOMERSET TRUST COMPANY

By: Donna J. McAlister
Name: Donna J. McAlister
Title: VP & Trust Officer


By: Lisa M. Bittner
Name: LISA M. BITTNER
Title: VP + SR. TRUST OFFICER

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to the Settlor's entering into this Trust Agreement pursuant to the Treatment Trust CO&A between the Settlor and the Department dated 10-2-24 and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

COMMONWEALTH OF PENNSYLVANIA
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By 
Its District Mining Manager

**EXHIBIT A
TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

**POST-MINING DISCHARGE TREATMENT TRUST
CONSENT ORDER AND AGREEMENT**

[See Attachment.]

EXHIBIT B
TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT
CONSENTS TO RIGHT OF ENTRY AND OTHER ACCESS DOCUMENTS

[See Attachments.]

EXHIBIT C
TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

BILLS OF SALE

[See Attachments.]

**EXHIBIT D
TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

SURETY BOND RIDERS

[See Attachments.]

**EXHIBIT E
TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

TRUSTEE FEE SCHEDULE

[See Attachment.]

