| EXHIBIT LIST |
|--------------|-------------------------------------------------|
| EXHIBIT A-1  | Map Showing Location of Trent Mine Sump Discharge |
| EXHIBIT A-2  | Map Showing Location of SP3A Discharge           |
| EXHIBIT B-1  | Trent Mine Sump Discharge Raw Water Quality Sample Results |
| EXHIBIT B-2  | SP3A Discharge Raw Water Quality Sample Results   |
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| EXHIBIT C-2  | Diagram depicting the Acosta Mine SP3A Treatment System |
| EXHIBIT D-1  | Consent to Right of Entry Forms for the Trent Mine Sump Treatment System |
| EXHIBIT D-2  | Model Consent to Right of Entry Form              |
| EXHIBIT D-3  | Consent to Right of Entry from SWRCDR, LP for the Acosta Mine SP3A Treatment System |
| EXHIBIT E-1  | AMD Treatment Trust Cost Estimates for the Trent Mine Sump Treatment System |
| EXHIBIT E-2  | AMD Treatment Trust Cost Estimates for the Acosta Mine SP3A Treatment System |
| EXHIBIT F-1  | AMDTreat Recapitalization Cost Schedule for the Trent Mine Sump Treatment System |
| EXHIBIT F-2  | AMDTreat Recapitalization Cost Schedule for the Acosta Mine SP3A Treatment System |
| EXHIBIT G    | AMDTreat Treatment Bond/Trust Calculator          |
| EXHIBIT H    | Post-Mining Treatment Trust Agreement             |
| EXHIBIT I    | Treatment Trust Payment Schedule                  |
| EXHIBIT J    | Graphical Depiction of Primary Trust Valuation and Primary Target Valuation |
| EXHIBIT K    | Graphical Depiction of Adjustments to Primary Target Valuation |
| EXHIBIT L    | Form of Inventory of Personal Property            |
| EXHIBIT M-1  | Security Agreement for the Trent Mine Sump Treatment System |
| EXHIBIT M-2  | Security Agreement for the Acosta Mine SP3A Treatment System |

34
## EXHIBIT LIST

<table>
<thead>
<tr>
<th>EXHIBIT</th>
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<tbody>
<tr>
<td>A-1</td>
<td>Map Showing Location of Trent Mine Sump Discharge</td>
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<td>Map Showing Location of SP3A Discharge</td>
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<td>Trent Mine Sump Discharge Raw Water Quality Sample Results</td>
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<td>Diagram depicting the Trent Mine Sump Treatment System</td>
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<td>C-2</td>
<td>Diagram depicting the Acosta Mine SP3A Treatment System</td>
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<td>Consent to Right of Entry Forms for the Trent Mine Sump Treatment System</td>
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<td>Model Consent to Right of Entry Form</td>
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<td>D-3</td>
<td>Consent to Right of Entry from SWRCDR, LP for the Acosta Mine SP3A Treatment System</td>
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<td>E-1</td>
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<td>AMD Treatment Trust Cost Estimates for the Acosta Mine SP3A Treatment System</td>
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<td>Graphical Depiction of Primary Trust Valuation</td>
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<td>Form of Inventory of Personal Property</td>
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<td>M-1</td>
<td>Security Agreement for the Trent Mine Sump Treatment System</td>
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<td>Security Agreement for the Acosta Mine SP3A Treatment System</td>
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I certify under penalty of law that I have personally examined and am familiar with the information submitted herewith, based on my inquiry of those individuals immediately responsible for obtaining the information. I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Carm White, Lab Analyst

Typed or Printed Name

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

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

Name: Rhonda & Douglas Henry
Address: 139 Trent Road, Friedens, PA 15541

Name:
Address:

WHEREAS, the Property Owner(s) own surface property containing 86.925 acres located in Stonycreek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2591, Page 01, in the Somerset 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, PBS Coals, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For Operator**

[Signature]

Name: Joseph Gallo  
Title: Sr. Vice President

**Witness**

[Signature]

Name: Melissa J. Mitchell

---

**For the Department of Environmental Protection:**

[Signature]

Name: Malcolm E. Chittenden  
Title: Watershed Mgr.

**Witness**

[Signature]

Name: Melanie R. Worfield

---

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 13th day of July, 2019.

**The Property Owner(s)**

(Each owner sign and print their name under the signature.)

[Signature]

Name: 

[Signature]

Name: 

- 2 -
ACKNOWLEDGEMENT

STATE OF  
COUNTY OF  

On this, the 13 day of July, 2017, before me, the undersigned Notary, personally appeared

[Signature]

P. Henderson, Douglas A. Henry

(Name(s))

known to me (or satisfactorily proven) to be the person(s) whose name(s) 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 hereunder set my hand and official seal.

(SEAL)

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
John E. Walr, Notary Public
Somerset Twp., Somerset County
My Commission Expires Aug. 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Instrument Number - 2017006433
Recorded On 9/6/2017 At 11:42:33 AM
* Instrument Type - RIGHT OF WAY
Invoice Number - 264030 User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - HENRY, RHONDA
  HENRY, DOUGLAS

* Grantee - PBS COALS INC

* FEES
STATE WRIT TAX $0.50
JCS/ACCESS TO JUSTICE $35.50
RECORDING FEES $13.00
ROD IMPROVEMENT FUND $3.00
COUNTY IMPROVEMENT FUND $2.00
TOTAL PAID $54.00

RETURN DOCUMENT TO:
PBS COALS INC
PO BOX 260
FRIEDENS, PA 15541

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Name: Brian E. & Selina L. Critchfield
Address: 887 Stutzmantown Road, Friedens, PA 15541

WHEREAS, the Property Owner(s) own surface property containing 19.64 acres located in Stonycreek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2462, Page 412, in the Somerset 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, PBS Coals, Inc. (“Operator”) conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP (and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For [Operator]:**

<table>
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<tr>
<th>Name: Joseph Gallo</th>
<th>Melissa J. Mitchell</th>
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<tr>
<td>Title: Sr. Vice President</td>
<td>Witness</td>
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**For the Department of Environmental Protection:**

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<th>Name: Malcolm Cuthbertson</th>
<th>Melanie A. Wightman</th>
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<tr>
<td>Title: Watershed</td>
<td>Witness</td>
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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 14th day of August, 2017.

**The Property Owner(s):**

(Each owner sign and print their name under the signature.)

<table>
<thead>
<tr>
<th>Name: Brian E. Critchfield</th>
<th>Name: Susan J. Critchfield</th>
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- 2 -
ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

COUNTY OF SOMERSET ss

On this, the 14th day of Aug., 2017, before me, the undersigned Notary, personally appeared

BRIAN E. CRITCHFIELD * SEUNA I. CRITCHFIELD
(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 hereunder set my hand and official seal.

(SEAL) Keni L. Watson
Notary Public
My Commission Expires: 6-30-21

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Keni L. Watson, Notary Public
Somerset Boro, Somerset County
My Commission Expires June 20, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Instrument Number - 2017006434
Recorded On 9/6/2017 At 11:42:34 AM
* Instrument Type - RIGHT OF WAY
  Invoice Number - 264030 User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - CRITCHFIELD, BRIAN E
  CRITCHFIELD, SELINA I

* Grantee - PBS COALS INC

**FEES**
STATE WRT TAX $0.50
JCS/ACCESS TO JUSTICE $35.50
RECORDING FEES $13.00
ROD IMPROVEMENT FUND $3.00
COUNTY IMPROVEMENT FUND $2.00
TOTAL PAID $54.00

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

I hereby CERTIFY that this document is recorded in the
Recorder of Deeds Office of
SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Name: James A. & Gertrude E. Bell  
Address: 70 Candlewick Drive, Dover, DE 19901

WHEREAS, the Property Owner(s) own surface property containing 10.10 acres located in Stonycreek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 537, Page 445, in the Somerset 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, PBS Coals, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutionsal discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutionsal discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 each such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. **Insurance.** DEP will require Operator to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 88.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For [Operator]**

[Signature]

Name: Joseph Gallo
Title: Sr. Vice President

**Witness**

[Signature]

Name: Melissa J. Mitchell

---

**For the Department of Environmental Protection:**

[Signature]

Name: Malcolm Crittenden
Title: Watershed Co-op

**Witness**

[Signature]

Name: Melissa J. Mitchell

---

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 25th day of August, 2017

**The Property Owner(s)**

(Each owner sign and print their name under the signature.)

[Signature]

Name: J. Paul Bell

---

[Signature]

Name: Margaret Charney
STATE OF
COUNTY OF

On this, the ___ day of Aug., 2017, before me, the undersigned Notary, personally appeared

J. Paul Bell  Peter Bell  Margaret Charney  in care of

(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 hereunder set my hand and official seal.

(SEAL) Notary Public

My Commission Expires: ___

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

John E. Weir, Notary Public
Somerset Twp., Somerset County
My Commission Expires Aug. 20, 2020
Instrument Number - 2017006432
Recorded On 9/6/2017 At 11:42:32 AM
* Instrument Type - RIGHT OF WAY
Invoice Number - 264030 User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - BELL, JAMES A
  BELL, GERTRUDE E
* Grantee - PBS COALS INC

* FEES
STATE WRIT TAX $0.50
JCS/ACCESS TO JUSTICE $35.50
RECORDING FEES $13.00
ROD IMPROVEMENT FUND $3.00
COUNTY IMPROVEMENT FUND $2.00
TOTAL PAID $54.00

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutinal discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutinal discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For [Operator]**

Name:  
Title:  
Witness:  

**For the Department of Environmental Protection:**

Name:  
Title:  
Witness:  

---

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:  

---
ACKNOWLEDGEMENT

STATE OF

COUNTY OF

: ss

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 hereunder set my hand and official seal.

(SEAL) ____________________________ My Commission Expires: ____________________________

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

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

Name: SWRCDR LP
Address: P. O. Box 86, Boswell, PA 15531

Name: 
Address: 

WHEREAS, the Property Owner(s) own surface property containing 153.49 acres located in Jenner Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2309, Page 601, in the Somerset 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, Wilson Creek Energy LLC ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56980103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For [Operator]**

Joseph Gallo  
Name: Joseph Gallo  
Title: Sr. Vice President  
Witness: Melissa S. Mitchell

---

**For the Department of Environmental Protection:**

Melvina C. Jewett  
Name: Melvina C. Jewett  
Title: Assistant Regional Director  
Witness: Melvina C. Jewett

---

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 24th day of July, 2011.

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

Name:  
Name:
ACKNOWLEDGEMENT

STATE OF Pennsylvania

COUNTY OF

On this, the 24th day of July, 2017, before me, the undersigned Notary, personally appeared

William Biggs, Partner

(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.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

John E. Weir, Notary Public
Somerset Twp., Somerset County
My Commission Expires Aug. 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

In witness whereof, I have hereunder set my hand and official seal.

(SEAL) Notary Public

My Commission Expires:
Instrument Number - 2017006431
Recorded On 9/6/2017 At 11:42:31 AM
*Instrument Type - RIGHT OF WAY
Invoice Number - 264030 User ID - PAP
*Total Pages - 5
*Customer - PBS COALS INC
*Grantor - S W R C D R

*Grantee - WILSON CREEK ENERGY

*FEES
STATE WRIT TAX $0.50
JCS/ACCESS TO JUSTICE $35.50
RECORING FEES $13.00
ROD IMPROVEMENT FUND $3.00
COUNTY IMPROVEMENT FUND $2.00
TOTAL PAID $54.00

This is a certification page
DO NOT DETACH

This page is now part of this legal document.

I hereby CERTIFY that this
document is recorded in the
Recorder of Deeds Office of
SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.
## AMDTREAT
### AMDTREAT MAIN COST FORM

<table>
<thead>
<tr>
<th>Costs</th>
<th>A</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Passive Treatment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vertical Flow Pond</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Anoxic Limestone Drain</td>
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<td>0</td>
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<tr>
<td>Anaerobic Wetlands</td>
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</tr>
<tr>
<td>Aerobic Wetlands</td>
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<td>0</td>
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<tr>
<td>Manganese Removal Bed</td>
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<tr>
<td>Oxid Limestone Channel</td>
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<tr>
<td>Limestone Bed</td>
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<tr>
<td>BIO Reactor</td>
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<tr>
<td>Passive Subtotal:</td>
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<tr>
<td>Active Treatment</td>
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<tr>
<td>Caustic Soda</td>
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<tr>
<td>Hydrated Lime</td>
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<tr>
<td>Pebble Quick Lime</td>
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<td>Ammonia</td>
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<tr>
<td>Oxidants</td>
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<td>0</td>
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<tr>
<td>Soda Ash</td>
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<td>0</td>
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<td>Active Subtotal:</td>
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<td>0</td>
</tr>
<tr>
<td>Ancillary Cost</td>
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<tr>
<td>Ponds</td>
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<tr>
<td>Roads</td>
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<td>Land Access</td>
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<td>Ditching</td>
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<tr>
<td>Engineering Cost</td>
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<tr>
<td>Ancillary Subtotal:</td>
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<tr>
<td>Other Cost (Capital Cost)</td>
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</tr>
<tr>
<td>Total Capital Cost:</td>
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<td>0</td>
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### Annual Costs

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<tr>
<th>Costs</th>
<th>A</th>
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<tbody>
<tr>
<td>Sampling</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Labor</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Pumping</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Chemical Cost</td>
<td></td>
<td>0</td>
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<tr>
<td>Oxidant Chem Cost</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Sludge Removal</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other Cost (Annual Cost)</td>
<td></td>
<td>86,467</td>
</tr>
<tr>
<td>Land Access (Annual Cost)</td>
<td></td>
<td>0</td>
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<tr>
<td>Total Annual Cost:</td>
<td></td>
<td>$155,149</td>
</tr>
<tr>
<td>Other Cost</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

### Water Quality

- **Design Flow**: 0.00 gpm
- **Typical Flow**: 0.00 gpm
- **Total Iron**: 0.00 mg/L
- **Ferrous Iron**: 0.00 mg/L
- **Aluminum**: 0.00 mg/L
- **Manganese**: 0.00 mg/L
- **pH**: 0.00 su
- **Alkalinity**: 0.00 mg/L
- **TIC**: 0.00 mg/L

- **Acidity**: 50000.00 mg/L
- **Sulfate**: 0.00 mg/L
- **Chloride**: 0.00 mg/L
- **Calcium**: 0.00 mg/L
- **Magnesium**: 0.00 mg/L
- **Sodium**: 0.00 mg/L
- **Water Temperature**: 20.00°C
- **Specific Conductivity**: 0.00 μS/cm
- **Total Dissolved Solids**: 0.00 mg/L
- **Dissolved Oxygen**: 0.01 mg/L
- **Typical Acid Loading**: 0.01 tons/yr

**Total Annual Cost**: per 1000 Gal of H2O Treated $0.000
### AMD TREAT

#### SAMPLING

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<thead>
<tr>
<th>Estimate Sampling Cost</th>
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<tbody>
<tr>
<td>1. Unit Labor Cost</td>
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<tr>
<td>2. Collection Time per Sample</td>
</tr>
<tr>
<td>3. Travel Time</td>
</tr>
<tr>
<td>4. Sample Frequency</td>
</tr>
<tr>
<td>5. Lab Cost Per Sample</td>
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<tr>
<td>6. Number of Sample Points</td>
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- **Enter Established Annual Sampling Cost**

  7. Actual Annual Sampling Cost | $1,026 |

#### Sampling Sub-Totals

<table>
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<tr>
<th></th>
<th>Cost</th>
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<tbody>
<tr>
<td>8. Yearly Sample Analysis Cost</td>
<td>$1,026</td>
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<tr>
<td>9. Yearly Travel Cost</td>
<td>$0</td>
</tr>
<tr>
<td>10. Yearly Collection Cost</td>
<td>$0</td>
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11. Sampling Cost $1,026

Record Number 1 of 1
### AMD TREAT
#### LABOR

<table>
<thead>
<tr>
<th>Labor Name</th>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Estimate Labor Cost</strong></td>
<td></td>
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<tr>
<td>1. Site Visits per Week</td>
<td>7.00</td>
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<tr>
<td>2. Site Labor Time per Visit</td>
<td>1.75 hours</td>
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<tr>
<td>3. Travel Time per Visit</td>
<td>0.25 hours</td>
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<tr>
<td>4. Unit Labor Cost</td>
<td>35.00 $/hour</td>
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</tbody>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Enter Established Annual Labor Cost</strong></td>
<td></td>
</tr>
<tr>
<td>5. Actual Annual Labor Cost</td>
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</tr>
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<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Total Cost</strong></td>
<td>25,480 $</td>
</tr>
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Record Number 1 of 1
AMID TREAT

MAINTENANCE

☐ Estimate Maintenance Cost

1. Percent of Active Cost
2. Percent of Passive Cost
3. Percent of Ancillary Cost *
4. Percent of Other Capital Cost

☐ Enter Established Annual Maintenance Cost

5. Annual Maintenance Cost $5,247

Maintenance Sub-Totals

6 Total Maintenance Active Cost $0
7. Total Maintenance Passive Cost $0
8. Total Maintenance Ancillary Cost $0
9. Total Maintenance Other Capital Cost $0

10. Total Maintenance Cost $5,247

* Ancillary Cost does not include Cost for Land Access and Engineering Cost
## Estimated Electricity Cost for Pumping

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Pump Rate</td>
<td>gal/min</td>
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</tr>
<tr>
<td>2. Total Pump Head</td>
<td>feet</td>
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</tr>
<tr>
<td>3. Electricity Cost</td>
<td>$/kwhour</td>
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<tr>
<td>4. Hours Per Day</td>
<td>hours</td>
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<tr>
<td>5. Days Per Year</td>
<td>days</td>
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<tr>
<td>6. Pump Efficiency</td>
<td>%</td>
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</tr>
<tr>
<td>7. Motor Efficiency</td>
<td>%</td>
<td></td>
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<tr>
<td>8. Pump Maintenance Cost</td>
<td>%*</td>
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<td>9. Est. Annual Electricity Cost</td>
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<td>10. Est. Maintenance Cost</td>
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* Percent of Annual Electricity Cost

## Estimated Fuel Cost for Pumping

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<td>12. Fuel Rate</td>
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<td>13. Fuel Cost</td>
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<td>14. Hours Per Day</td>
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<td>15. Days Per Year</td>
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<tr>
<td>16. Pump Maintenance Cost</td>
<td>%**</td>
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<td>17. Estimated Annual Fuel Cost</td>
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<td>18. Estimated Maintenance Cost</td>
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** Percent of Annual Fuel Cost

### Enter Established Annual Pumping Cost

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<td>11. Actual Annual Pumping Cost</td>
<td>$36,929</td>
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### Total Pumping Cost

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<td>19. Total Pumping Cost</td>
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## AMD TREAT
### OTHER COST

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<th>Description of Item</th>
<th>Unit Cost Per Item</th>
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<td>1. Hydrated Lime</td>
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<td>2. Acid used in final pond</td>
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<th>Total Annual Cost</th>
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<th>Passive Treatment</th>
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<td>Anoxic Limestone Drain</td>
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<td>Anaerobic Wetlands</td>
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<tr>
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<td>Manganese Removal Bed</td>
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<td>Oxid Limestone Channel</td>
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<td>Limestone Bed</td>
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<tr>
<td>BIO Reactor</td>
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<td><strong>Passive Subtotal:</strong></td>
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<td><strong>Active Treatment:</strong></td>
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<td>Caustic Soda</td>
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<td>Pebble Quick Lime</td>
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<td>Oxidants</td>
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<td>Soda Ash</td>
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<td><strong>Active Subtotal:</strong></td>
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<td><strong>Ancillary Cost:</strong></td>
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<tr>
<td><strong>Ancillary Subtotal:</strong></td>
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<td><strong>Other Cost (Capital Cost):</strong></td>
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<td><strong>Total Capital Cost:</strong></td>
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### Annual Costs

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<tr>
<th>Description</th>
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<tr>
<td>Sampling</td>
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<td>$1,026</td>
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<tr>
<td>Labor</td>
<td>1</td>
<td>$6,720</td>
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<tr>
<td>Maintenance</td>
<td>1</td>
<td>$596</td>
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<tr>
<td>Pumping</td>
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<tr>
<td>Chemical Cost</td>
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<tr>
<td>Oxidant Chem Cost</td>
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<tr>
<td>Sludge Removal</td>
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<tr>
<td><strong>Other Cost (Annual Cost):</strong></td>
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<td>$9,275</td>
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<td><strong>Total Annual Cost:</strong></td>
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<tr>
<td><strong>Other Cost</strong></td>
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</table>

### Water Quality

- **Design Flow:** 0.00 gpm
- **Typical Flow:** 0.00 gpm
- **Total Iron:** 0.00 mg/L
- **Ferrous Iron:** 0.00 mg/L
- **Aluminum:** 0.00 mg/L
- **Manganese:** 0.00 mg/L
- **pH:** 0.00 su
- **Alkalinity:** 0.00 mg/L
- **TIC:** 0.00 mg/L

- **Acidity:** 50000.00 mg/L
- **Sulfate:** 0.00 mg/L
- **Chloride:** 0.00 mg/L
- **Calcium:** 0.00 mg/L
- **Magnesium:** 0.00 mg/L
- **Sodium:** 0.00 mg/L
- **Water Temperature:** 20.00 °C
- **Specific Conductivity:** 0.00 uS/cm
- **Total Dissolved Solids:** 0.00 mg/L
- **Dissolved Oxygen:** 0.01 mg/L
- **Typical Acid Loading:** 0.0 tons/yr

**Total Annual Cost:** $0.000

**1000 Gal of H2O Treated:** $0.000
# AMD TREAT

## SAMPLING

<table>
<thead>
<tr>
<th>Estimate Sampling Cost</th>
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<tbody>
<tr>
<td>1. Unit Labor Cost</td>
<td>35.00 $/hr</td>
</tr>
<tr>
<td>2. Collection Time per Sample</td>
<td>0.00 hours/sample</td>
</tr>
<tr>
<td>3. Travel Time</td>
<td>0.00 hr</td>
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<tr>
<td>4. Sample Frequency</td>
<td>3.00 samples/mo</td>
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<tr>
<td>5. Lab Cost Per Sample</td>
<td>28.50 $/sample</td>
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<tr>
<td>6. Number of Sample Points</td>
<td>1 points</td>
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</table>

### Enter Established Annual Sampling Cost

7. Actual Annual Sampling Cost $1,026

### Sampling Sub-Totals

8. Yearly Sample Analysis Cost $1,026

9. Yearly Travel Cost $0

10. Yearly Collection Cost $0

11. Sampling Cost $1,026

Record Number 1 of 1
AMD TREAT
LABOR

1. Site Visits per Week 2 times
2. Site Labor Time per Visit 15 hours
3. Travel Time per Visit 0.35 hours
4. Unit Labor Cost 35 $/hour

5. Actual Annual Labor Cost 6720 $

6. Total Cost 6,720 $

Record Number 1 of 1
AMD TREAT

MAINTENANCE

☐ Estimate Maintenance Cost
  1. Percent of Active Cost %
  2. Percent of Passive Cost %
  3. Percent of Ancillary Cost %
  4. Percent of Other Capital Cost %

☐ Enter Established Annual Maintenance Cost
  5. Annual Maintenance Cost 596 $

Maintenance Sub-Totals
  6 Total Maintenance Active Cost 0 $
  7 Total Maintenance Passive Cost 0 $
  8 Total Maintenance Ancillary Cost 0 $
  9 Total Maintenance Other Capital Cost 0 $
  10 Total Maintenance Cost 596 $

* Ancillary Cost does not include Cost for Land Access and Engineering Cost.
<table>
<thead>
<tr>
<th>Other Cost Name</th>
<th>B. Unit Cost Per Item</th>
<th>C. Quantity</th>
<th>D. Total Item Cost</th>
<th>E. Capital Cost Annual Cost</th>
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<tbody>
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<td>NaOH caustic</td>
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<td>Sludge Handling</td>
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<td>Pond Certification</td>
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Record Number 1 of 1
Current Capital Cost $0
Current Annual Cost $9,275
Total Capital Cost $0
Total Annual Cost $9,275
# AMD TREAT Recapitization Cost

## Calculation Period
- **75** yrs

## Inflation Rate
- **3.10%**

## Net Return Rate
- **8.43%**

## Recapitization Name
- **Trent site**

<table>
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<tr>
<th>Description of Item</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tr>
<td></td>
<td>Unit Cost Per Item</td>
<td>Quantity</td>
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<td>Life Cycle</td>
<td>Number of Periods</td>
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<td>6. Lime Silo TRENT</td>
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<td>9. Sludge borehole and pipeline</td>
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**Total Capital Cost**: $375,500

**PV Grand Total**: $143,926
## AMD TREAT
### RECAPITIALIZATION COST

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## TREATMENT BOND/TRUST CALCULATOR

**Prepared For:**
- PBS Wilson Creek Treatment Trust
- Trent and Acosta 2 Sites

**Treatment System(s) ID:**

### Inflation Rate:
- 3.1%

### Yrs to Treat start:
- 0

### Annual Treatment Cost:
- $172,766.00

### Trust Fees:
- 1.50%

### Bond (not needed for rec):
- $0.00

### Investment Ratios:
- **stock:** 80%
- **bond:** 20%

### Effective Rate of Return:
- 8.43%

### Volatility Index:
- 1.16

### Rec Bond Rate of Return:
- 6.00%

### Remaining Time on Permit:
- 5 years

### Options

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<th>Total with Recap &amp; Insurance</th>
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### PV of Recap (todays $) @

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<td>8.43%</td>
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<tr>
<td>6.00%</td>
<td>$295,454.00 for bond in year 1</td>
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### Liability Insurance Factor @

- $1.00 per year, per $1000 in total PV of the Trust: $4,110.82 per year
- $7,485.34 per year

**Fields in RED can be updated**
**Fields in BLUE are fixed or calculated**
**Fields in GREEN are partial amounts**
**Highlighted Fields in GREEN are final amounts**
IN THE MATTER OF: PBS Coals, Inc. and Wilson Creek Energy, LLC

POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

This Post-Mining Discharge Treatment Trust Agreement ("Trust Agreement") entered into this 13th day of December, 2018, by and among PBS Coals, Inc., with its principal place of business at P. O. Box 260 Friedens, Pennsylvania 15541 ("PBS"), Wilson Creek Energy, LLC with its principal place of business at P. O. Box 260 Friedens, Pennsylvania 15541 ("Wilson Creek"), and Wilson Creek Holdings, Inc., as a guarantor, with its principal place of business at 4600 J. Barry Court Suite 220 Canonsburg, Pennsylvania 15317 ("WCH") (PBS, Wilson Creek and WCH are collectively referred to as the "Settlors"), and First National Trust Company, with its principal place of business at 532 Main Street, Suite 5, Johnstown, PA 15901 and incorporated under the laws of the Commonwealth of Pennsylvania ("Trustee").

WHEREAS, the Settlors have entered into a Post-Mining Treatment Trust Consent Order and Agreement dated December 13, 2018 (CO&A) with the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department" or "Beneficiary") which is incorporated by reference and which contains, among other things, a requirement that the Settlors provide financial guarantees to assure that funds will be available to provide for the Settlors' legal obligation to operate a mine drainage treatment system to treat and otherwise prevent discharges of mine drainage emanating from or hydrologically connected to the Settlors' mines;
WHEREAS, QKGI Legacy Holdings, LP and WCH are Members of Wilson Creek Energy, LLC. QKGI Legacy Holdings, LP has a 19% interest in Wilson Creek and WCH has an 81% interest in Wilson Creek. Wilson Creek continues to exist as a separate limited liability company;

WHEREAS, WCH, through its wholly owned U.S. subsidiaries, owns 100% of the issued and outstanding capital stock of PBS;

WHEREAS, PBS continues to exist as a separate corporate entity;

WHEREAS, the Department and WCH agree that WCH owns or controls PBS and Wilson Creek as that term is defined at 25 Pa. Code §86.1;

WHEREAS, PBS is the permittee and operator of the Trent Mine site, SMP No. 56070103 ("Trent Mine"), a surface coal mine located in Stonycreek Township, Somerset County;

WHEREAS, Wilson Creek is the permittee and operator of the Acosta Mine No. 2 site, SMP No. 56980103 ("Acosta Mine No. 2"), a surface coal mine located in Jenner and Lincoln Townships, Somerset County;

WHEREAS, the Trent Mine and the Acosta Mine No. 2 each has its own distinct post-mining discharge liability;

WHEREAS, the treatment system for the Sump Discharge on the Trent Mine consists of a well-ump developed into the Upper Kittanning pit floor, a Malstrom Oxidizer, a hydrated lime treatment system silo, two settling basins, and two smaller polishing ponds located in Stonycreek Township, Somerset County ("Trent
Mine Sump Treatment System”). The discharge from the Trent Mine Sump Treatment System flows into Schrock Run via NPDES Outfall 001;

WHEREAS, the treatment system for the SP3A Discharge on the Acosta Mine No. 2 consists of a pit drain and a sediment pond located in Jenner and Lincoln Townships, Somerset County (“Acosta Mine SP3A Treatment System”). The discharge from the Acosta Mine SP3A Treatment System flows into an Unnamed Tributary to Quemahoning Creek via NPDES Outfall 004 (the Trent Mine Sump Treatment System and the Acosta Mine SP3A Treatment System are collectively referred to as the “Treatment Systems”);

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. (“Clean Streams Law”), and the Coal Refuse Disposal Control Act 52 P.S. § 30.51 et seq. (“CRDA”), 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, See 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 Settlors have elected to establish this Trust pursuant to the CO&A to assure funds are available to provide for the Settlors’ legal obligation to provide funds for the treatment of the post-mining discharges;

WHEREAS, the Settlors, 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 have and 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 CO&A, PBS and Wilson Creek represent that, to the best of their knowledge, there are no violations of any environmental law regulating the Treatment Systems or the Properties, as they are 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 Settlors and the Trustee hereby establish this Trust for the benefit of the Department, or its successor, to be utilized for the primary purpose of addressing environmental obligations related to Settlors’ mining activities permitted under SMCRA, the CRDA, 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, 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 Settlors and the Trustee intend for the Department to be the legal beneficiary of this Trust and to have all rights of a beneficiary under the law, as well as all rights granted 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 initial payment or transfer to the Trustee of $467,670.00 by PBS and Wilson Creek.

(b) Ongoing Payments to be made by PBS and Wilson Creek, in the amounts and on the dates specified in Exhibit 1, and such other payments as may be made from time to time by PBS and Wilson Creek as set forth in the CO&A and any other treatment trust consent order and agreement signed by PBS, Wilson Creek, and WCH that expressly requires such payments pursuant to this Trust Agreement, and payments made by WCH, as a guarantor of the payments to be made by PBS and Wilson Creek hereunder and pursuant to the CO&A.

(c) Certain easements and rights of entry described in the Consents to Right of Entry attached as Exhibit 2, or which may be conveyed to or acquired by the Trust in the future.

(d) A security interest in certain personal property described in Exhibit 3.
(e) Cash or funds transferred from any other person to the Trust
and accepted by the Trustee as directed by the Department.

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

(g) 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 Settlors shall be held for the benefit
of the Trust by the Trustee until the Department either directs the Trustee to
release such bonds or 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 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
Sections 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 subaccounts: a
subaccount designated as the Primary Trust Account and a subaccount designated
as the Capital Improvement Account. The Trustee shall deposit the Trust principal
identified in Sections 1.3 (a–h) through 1.5 into the Primary Trust Account. The Trustee shall transfer funds into the Capital Improvement Account from the Primary Trust 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 Trust 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 subaccounts 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 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 Settlors and shall not be subject or applied to the debts, obligations or liabilities of the Settlors, 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 Settlors shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Trust Agreement that the Settlors' entry into the Trust shall extinguish and remove all of the Settlors' interest in the Trust from the Settlors' estate under the Bankruptcy Code or similar laws.
§ 1.8 All payments made to the Trust or deposits into the Trust by the Settlors shall be irrevocable once made, and upon delivery thereof, by or on behalf of the Settlors, all interest of the Settlors therein shall cease and terminate, and 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 Settlors 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 Settlors or on their behalf whenever the Trustee has knowledge of such deficiencies.

ARTICLE TWO

Distribution Payments

§ 2.1 The Trustee shall make distribution payments from the Trust 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 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 this provision. 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 this provision 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 paragraph.

§ 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 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 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 Section 3.3(i), 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 Section 1.1, the Trustee shall manage and invest the assets of the Trust in a manner designed 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.

(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, shall invest such cash in overnight investments.

(i) The Trustee shall not be responsible for any losses incurred 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.

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 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.

§ 6.2 The Trustee shall give prompt written notice to the Department 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 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 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 to the Settlors 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, which shall be that market value, determined not more than thirty (30) days prior to the date of statement. Should the Settlors cease to exist or have their surety bonds forfeited, the Trustee is to discontinue providing any such statement to Settlors.

§ 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 Settlors, should the Settlors 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 fee, semi-annually in advance, based on the attached schedule of fees marked Exhibit 4. The Trustee must provide the Department written notice of any proposed future changes of the Trustee’s schedule of fees. The Department has 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 Settlors and shall not be taken from the Trust. The
Trustee shall enter into such Agreements with the Settlors as are necessary to carry out this provision.

(a) Should it be determined this Trust is taxable for federal income tax purposes and the Settlors fail, refuse or are unable to pay these taxes, the Settlors and 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, 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 subsection (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 Settlors as are provided in this Trust Agreement and in the Post-Mining Treatment Trust Consent Order and Agreement.
between the Department and the Settlors executed the same day as this
Trust Agreement.

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

(a) Should it be determined this Trust is not a charitable trust or
Pennsylvania law changes so this Trust becomes taxable for Pennsylvania
income tax purposes, then the Settlors agree that the Settlors 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 Settlors 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 not be taken from the Trust. The Trustee shall enter
into such agreements with the Settlors 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 this Trust is not a Pennsylvania charitable
trust, the Settlors 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, 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 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, 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 subsection (b) to the contrary, the Trust may not be reformed such that the purpose and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlors as are provided in this Trust Agreement and in the Post-Mining Treatment Trust Consent Order and Agreement between the Department and the Settlors executed the same day as this Trust Agreement.

§ 8.4 If at any time that the Trust itself shall become liable for any taxes, and if the Settlors shall fail, refuse or be unable to pay these taxes from their 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 Settlors failing, refusing or becoming unable to pay such taxes, except to the extent that the Settlors dispute the payment of such taxes in good faith, the Trustee and the Department shall negotiate and enter into an Agreement in respect of Trustee’s payment of the taxes during the continuance of this Agreement. Further, unless the Department and the Trustee otherwise agree to the contrary, immediately upon the happening of the Settlors’ 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 subsection (a).

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

ARTICLE NINE

Successor Trustee

§ 9.1 The Trustee may resign or the Settlors may replace the Trustee at Settlors’ 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, however, shall only be effective by the Settlors after giving 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 will not be unreasonably withheld. 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 and Department, 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 held by the Trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

§ 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 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 and
Department, by certified mail, return receipt request, not less than ten 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 held by the Trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

**ARTICLE TEN**

**Instructions to the Trustee**

§ 10.1 All orders and instructions by the Department to the Trustee shall be in writing, and signed by the Deputy Secretary for Active and Abandoned Mine Operations, the Director of the Bureau of Mining Programs, the Director of the Bureau of Abandoned Mine Reclamation, 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. 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 consistent with the Trustee's fiduciary duty to the Trust, and, to the extent necessary, 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, notwithstanding instructions of the Department related to investment and disposition of assets which may be to the contrary.

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, 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 in connection with the administration or distribution of the Trust Fund or the affairs of the Trust. The provisions of this section 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 §16.5 of ARTICLE SIXTEEN 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 Settlers pursuant to Paragraph 5(c) of the 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.

ARTICLE THIRTEEN

Amendments

§ 13.1 This Trust Agreement may be amended by an instrument in writing, executed by the Settlors or Trustee and the Department or by the Trustee and the Department in the event the Settlors cease to exist or have had their bonds forfeited, but during the existence of the Settlors 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 the Trust shall be given to the Department and the Trustee 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:
§ 14.2 Any change in the above addresses shall be made by giving notice to all parties to this Trust Agreement.

ARTICLE FIFTEEN

Interpretation

§ 15.1 As used in this 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 without notice to any party.

§ 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 benefit the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action, taken by the Department or the Trustee shall bind their successors and assigns.

§ 16.5 It is the intention of the parties hereto that this 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 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 date of this Trust Agreement, and the Trust Fund shall be distributed to the Department, less final trust administration expenses of the Trustee.

ARTICLE SEVENTEEN

Situs

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

ARTICLE EIGHTEEN

Execution

§ 18.1 This Declaration of Trust Agreement 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. Facsimile and electronic signatures shall be valid and effective.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

ATTEST: __________________________

WILSON CREEK HOLDINGS, INC:

BY: ________________________________

Name: Peter Merante
Title: President NAPA Division
Dear Benni,

BY: 
Name: Ronald J. Luna
Title: Vice-President

PBS COALS, INC.:

BY: 
Name: Peter Neuhauser
Title: President

BY: 
Name: Robert Botega
Title: Senior VP

WILSON CREEK ENERGY, LLC:

BY: 
Name: Peter Neuhauser
Title: President

BY: 
Name: Robert Botega
Title: Senior VP

ATTEST:

FIRST NATIONAL TRUST COMPANY:

BY: 
Name: 
Title:

BY: 
Name: 
Title:
ATTEST:

BY: ____________________________
    Name: ________________________
    Title: _________________________

PBS COALS, INC.:

BY: ____________________________
    Name: ________________________
    Title: _________________________

WILSON CREEK ENERGY, LLC:

BY: ____________________________
    Name: ________________________
    Title: _________________________

FIRST NATIONAL TRUST
COMPANY:

BY: ____________________________
    Name: ZACHARY A. CRAIG
    Title: SENIOR VICE PRESIDENT

BY: ____________________________
    Name: MATTHEW P. LORDITCH
    Title: VICE PRESIDENT
ATTEST:

Rock Martin
Tech Section Chief

COMMONWEALTH OF
Pennsylvania, Department
of Environmental
Protection:

BY:
Name: Daniel Sammarco
Title: District Mining Manager

BY:
Name: Rachel L. Colyer
Title: Environmental Protection Compliance Specialist

Approved as to Form:

BY: Robyn Katzman Bowman
Assistant Counsel
Commonwealth of Pennsylvania,
Department of Environmental Protection
LIST OF EXHIBITS

EXHIBIT 1  Treatment Trust Payment Schedule
EXHIBIT 2  Consent to Right of Entry Forms
EXHIBIT 3  Security Agreements
EXHIBIT 4  First National Trust Company Schedule of Fees
## PBS Trent & Wilson Creek Acosta II Sites
### Payment Schedule - Time Funding Calculator

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* final payment amount may need adjusted according to actual investment rate of returns
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A
MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A
POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Name: SWRCDR LP  Name: 
Address: P. O. Box 86, Boswell, PA 15531  Address: 

WHEREAS, the Property Owner(s) own surface property containing 153.49 acres located in Jenner Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2309, Page 601, in the Somerset 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, Wilson Creek Energy LLC ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56980103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

For [Operator]

[Signature]
Name: Joseph Gallo
Title: Sr. Vice President

[Signature]
Witness

For the Department of Environmental Protection:

[Signature]
Name: Malcolm Cahill
Title: Wastewater Div.

[Signature]
Witness

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 29th day of July, 2023.

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

[Signature]
Name:

[Signature]
Name:
ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF

On this, the 24th day of July, 2017, before me, the undersigned Notary, personally appeared

William Biggs, Partner

(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 hereunder set my hand and official seal.

(SEAL)
Notary Public

My Commission Expires: \begin{center}
\text{COMMONWEALTH OF PENNSYLVANIA} \\
\text{NOTARIAL SEAL} \\
John E. Weir, Notary Public \\
Somerset Twp., Somerset County \\
My Commission Expires Aug. 20, 2020
\end{center}
Instrument Number - 2017006431
Recorded On 9/6/2017 At 11:42:31 AM
* Instrument Type - RIGHT OF WAY
  Invoice Number - 264030       User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - SWRCDR

* Grantee - WILSON CREEK ENERGY

* FEES
  STATE WRIT TAX       $0.50
  JCS/ACCESS TO JUSTICE $35.50
  RECORDING FEES       $13.00
  ROD IMPROVEMENT FUND $3.00
  COUNTY IMPROVEMENT FUND $2.00
  TOTAL PAID           $54.00

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Name: Rhonda & Douglas Henry

Address: 139 Trent Road, Friedens, PA 15541

WHEREAS, the Property Owner(s) own surface property containing 86.925 acres located in Stony Creek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2591, Page 01, in the Somerset 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, PBS Coals, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103:

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

For [Operator]

[Signature]

Name: Joseph Gallo
Title: Sr. Vice President

Witness

[Signature]

For the Department of Environmental Protection:

[Signature]

Name: Malcolm Zitendiemen
Title: Watershed Mgr.

Witness

[Signature]

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 13th day of July, 2017.

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

[Signature]

Name: Mary L. Henry

[Signature]

Name: Mary A. Murray
ACKNOWLEDGEMENT

STATE OF

COUNTY OF

ss

On this, the 13 day of July, 2017, before me, the undersigned Notary, personally appeared

R. Honda Douglas A. Henry

(Name(s))

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
John E. Weir, Notary Public
Somerset Twp., Somerset County
My Commission Expires Aug. 20, 2020

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

(SEAL)
Notary Public
Instrument Number - 2017006433
Recorded On 9/6/2017 At 11:42:33 AM
* Instrument Type - RIGHT OF WAY
  Invoice Number - 264030  User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - HENRY, RHONDA
  HENRY, DOUGLAS

* Grantee - PBS COALS INC

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I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of SOMERSET COUNTY, PENNSYLVANIA

Patricia A. Peifer
Recorder Of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
CONSENT TO RIGHT OF ENTRY FOR OPERATION AND MAINTENANCE OF A MINE DRAINAGE TREATMENT FACILITY COVERED BY A BOND OR A POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

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

Name: Brian E. & Selina I. Critchfield
Address: 887 Stutzmantown Road, Friedens, PA 15541

WHEREAS, the Property Owner(s) own surface property containing 19.64 acres located in Stonycreek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 2462, Page 412, in the Somerset 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, PBS Coals, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

---

**For [Operator]**

[Signature]

Name: Joseph Gallo  
Title: Sr. Vice President

[Signature]

Name: Melissa J. Mitchell  
Witness

---

**For the Department of Environmental Protection:**

[Signature]

Name: Malcolm C. Cuthenden  
Title: Watershed Manager

[Signature]

Name: Melissa A. McPhail  
Witness

---

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 14th day of Aug., 2017

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

[Signature]

Name: Brian E. Critchfield

[Signature]

Name: Seunni J. Critchfield

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ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA
COUNTY OF SOMERSET

On this, the 14TH day of Aug., 2017, before me, the undersigned Notary, personally appeared

BRIAN E. CRITCHFIELD *** SEUNA I. CRITCHFIELD

(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 hereunder set my hand and official seal.

(SEAL) KEN L. WATSON
Notary Public

My Commission Expires: 6-30-21

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Keni L. Watson, Notary Public
Somerset Boro, Somerset County
My Commission Expires June 20, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Instrument Number - 2017006434
Recorded On 9/6/2017 At 11:42:34 AM
*Instrument Type - RIGHT OF WAY
  Invoice Number - 264030     User ID - PAP
*Total Pages - 5
*Customer - PBS COALS INC
*Grantor - CRITCHFIELD, BRIAN E
  CRITCHFIELD, SELINA I

*Grantee - PBS COALS INC

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Recorder Of Deeds

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

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

Name: James A. & Gertrude E. Bell
Address: 70 Candlewick Drive, Dover, DE 19901

Name: 
Address: 

WHEREAS, the Property Owner(s) own surface property containing 10.10 acres located in Stonycreek Township, Somerset County, Pennsylvania, and described in Deed Book Volume 537, Page 445, in the Somerset 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, PBS Coals, Inc. ("Operator") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 56070103;

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, Operator is required, under the mining law and its surface mining permit, to construct, operate and maintain mine drainage treatment facilities on a portion of the Property (the Treatment Facility Property), for purposes of treating the pollutational discharge(s);

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

WHEREAS, Operator has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to 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 pollutational discharge(s) on the Property;

WHEREAS, to assure compliance with its legal obligations, Operator and DEP [and the Trustee] must have access to the Treatment Facility Property to conduct and/or oversee the mine drainage treatment activities required by law and the mining permit;

WHEREAS, Operator and DEP have requested and the Property Owner(s) is willing to grant Operator and DEP [and 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 and DEP [and 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 in accordance with applicable law. 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 to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

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 Somerset 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, by notifying the Department representative whose signature appears below or his successor, 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.

For [Operator]

[Signature]
Name: Joseph Gallo
Title: Sr. Vice President
Witness: [Signature]

For the Department of Environmental Protection:

[Signature]
Name: Malcolm Crittenden
Title: Watershed Reg
Witness: [Signature]

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 25th day of August, 2017.

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

[Signature]
Name: J. Paul Bell

[Signature]
Name: Margaret Charney

[Signature]
Name: [Missing Signature]

For [Operator]
ACKNOWLEDGEMENT

STATE OF
COUNTY OF

On this, the 55th day of Aug, 2017, before me, the undersigned Notary, personally appeared

J Paul Bell Peter Bell Margaret Charney In Care Of
(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 hereunder set my hand and official seal.

(SEAL) Notary Public

My Commission Expires: __________

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
John E. Weller, Notary Public
Somerset Twp., Somerset County
My Commission Expires Aug. 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Instrument Number - 2017006432
Recorded On 9/6/2017 At 11:42:32 AM
* Instrument Type - RIGHT OF WAY
  Invoice Number - 264030    User ID - PAP
* Total Pages - 5
* Customer - PBS COALS INC
* Grantor - BELL, JAMES A
  BELL, GERTRUDE E

* Grantee - PBS COALS INC

*FEES
STATE WRIT TAX $0.50
JCS/ACCESS TO JUSTICE $35.50
RECORDING FEES $13.00
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Security Agreement”) is entered into effective as of December 13, 2018 by PBS Coals, Inc., (“Debtor”) in favor of the Commonwealth of Pennsylvania Department of Environmental Protection or its designee (“Secured Party”).

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain (i) Post-Mining Discharge Treatment Trust Agreement (“Trust Agreement”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties and (ii) Postmining Treatment Trust Consent Order and Agreement (“Trust COA” and together with the Trust Agreement, the “Trust Documents”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties, whereby Debtor covenanted to grant the Secured Party a security interest in certain equipment owned by the Debtor in each case described on Exhibit A hereto (collectively the “Collateral”);

WHEREAS, Debtor acknowledges that it will receive a substantial, direct and immediate benefit as a result of the Trust Documents, and is willing to pledge the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined); and

WHEREAS, Debtor has agreed to execute and deliver this Security Agreement to Secured Party.

NOW, THEREFORE, Debtor states and agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Trust Documents.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance of all of Debtor’s representations, warranties, covenants, undertakings and performance obligations (whether or not so captioned or denominated) under the Trust Documents and any damages sustained by Secured Party as a result of Debtor’s breach of any of the Trust Documents (collectively, the “Obligations”), Debtor hereby grants to Secured Party a continuing security interest in and to all of the Collateral together with all replacements, improvements and proceeds with respect thereto. Debtor will not sell, transfer or otherwise dispose of the Collateral without the permission of the Secured Party unless such equipment (i)
has reached the end of its useful life (in which case such equipment shall be replaced) or (ii) is otherwise replaced in the ordinary course of business for the purpose of repairing and maintaining such equipment to facilitate the treatment of the subject discharges, in the case of either of which such permission shall not be required.

3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party that:

(a) Legal Name. Debtor’s name as shown in the preamble of this Security Agreement is Debtor’s exact legal name as shown on its charter, by-laws, certificate of formation or operating agreement, as applicable, each as amended as of the date hereof; Debtor has not in the past four months changed its name, been party to a merger, consolidation or other change in structure or used any other tradename; Debtor is and will remain duly organized, validly existing and in good standing under the laws of the state of its organization set forth below;

(b) Organization and Address. Debtor is organized under the laws of the State of Delaware and maintains its principal place of business at 1576 Stoystown Road, Friedens, PA 15541.

(c) Ownership. Debtor is the legal and beneficial owner of the Collateral which it purports to own, free and clear of all liens and encumbrances, and Debtor has the right to pledge, sell, assign or transfer the Collateral.

(d) Security Interest/Priority. This Security Agreement creates a valid security interest in favor of Secured Party in the Collateral and, when properly perfected by filing or otherwise, shall constitute a valid first priority, perfected security interest in the Collateral, to the extent such security interest can be perfected by filing or otherwise under the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania (the “UCC”); provided, however, that the Secured Party acknowledges that as of the date of this Security Agreement, the Collateral is subject to an existing, valid first lien previously granted to Debtor’s lender, and that Debtor’s representation in this Section 3(d) is made under and subject to such existing lien. Debtor shall make a commercially good faith effort to obtain a release of lien for the Collateral from such existing lien holder but cannot assure that such release will be granted.

(e) Collateral. Debtor shall maintain the Collateral in good working condition and repair and will not waste or destroy the Collateral. Debtor shall
maintain public liability and fire insurance upon such terms as the Secured Party may reasonably require, and will notify the Secured Party with regard to any loss or damage to the Collateral. Debtor assumes any liability that may arise with regard to the Collateral, and shall indemnify the Secured Party for any suit, damage, or claim against the Secured Party related to the Collateral.

(f) **Binding Agreement.** This Security Agreement (i) has been duly authorized by all necessary action on the part of Debtor consistent with its form of organization, and does not require the approval of or notice to any other party (including any trustees or holders of indebtedness), or any governmental authority; (ii) does not contravene or constitute a default under any Applicable Law, certificate or articles of, formation or organization or by-laws or limited liability company agreement, or any agreement, indenture, or other instrument to which Debtor is a party or by which it may be bound; (iii) does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Debtor of this Security Agreement, or the validity or enforceability of this Security Agreement, except for (A) the filing of UCC financing statements against Debtor in favor of Secured Party in the appropriate recording offices (collectively, the “Required Filings”); and (iv) will not result in the creation or imposition of any Lien on any of the assets of Debtor other than the security interest intended to be created hereby. This Security Agreement has been executed and delivered by Debtor and constitutes a legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy or insolvency laws or by general principles of equity.

(g) **Title.** Debtor has good title to the Collateral.

(h) **Taxes.** Debtor has filed all Federal, state and local income tax returns that are required to be filed and has paid all taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Debtor does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith.

(i) **Access.** Debtor owns the land or an easement or right of way allowing for the right of access and ingress, egress and regress to and from the land on which the Collateral is located and a public road or other point of public conveyance and no access across any third party-owned land that is not controlled by Secured Party is necessary to gain access to the Collateral.
(j) **Consideration.** Debtor has received good and valuable consideration for the making of this Security Agreement.

4. **Filing of Financing Statements, Notices, etc.** Debtor hereby authorizes Secured Party to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as Secured Party may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC.

5. **Events of Default.** The occurrence of an event of default as defined under the Trust Documents by Debtor or any other party to the Trust Documents (other than the Secured Party) (each such other party a "Counterparty") beyond any applicable cure or grace period shall constitute an "Event of Default" hereunder. In addition, the breach by Debtor of any representation, warranty or covenant hereunder that remains unremedied for a period of more than ten (10) days following written notice from Secured Party shall also constitute an Event of Default hereunder.

6. **Remedies.**

   (a) **General Remedies.** Upon the occurrence and continuation of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the UCC, and further, Secured Party may, subject to applicable laws, rules and regulations, with or without judicial process or the aid and assistance of others, (i) enter on any Premises on which any of the Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, and (iii) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof. To the extent permitted by applicable law, (i) Secured Party may be a purchaser at any such sale, (ii) Debtor hereby waives all of its rights of redemption with respect to any such sale and (iii) Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which such sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

   (b) **Retention of Collateral.** Secured Party may, after complying with the UCC and all other applicable laws, accept or retain the Collateral to the extent necessary to satisfy the Obligations secured hereunder.
7. Secured Party's remedies against the Debtor and its rights under this Security Agreement may be exercised concurrently or in any order that Secured Party elects.

8. **Application of Proceeds.** Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by Secured Party in cash or its equivalent, or any retention under Section 6(b), will be applied in reduction of the Obligations secured hereunder or, at Secured Party's option, Secured Party's reasonably estimated Secured Party's damages resulting from Debtor's failure to perform such Obligations.

9. **Continuing Agreement.** This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Obligations remain outstanding, and shall terminate immediately, without any further action by the parties hereto, upon the earlier of the expiration, satisfaction or termination of the Trust Documents or the Obligations.

10. **Successors in Interest.** This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Debtor, its successors and assigns and shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

11. **Notices.** All notices required or permitted to be given under this Security Agreement shall be in conformity with the Trust Documents.

12. **Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

13. **Headings.** The headings of the sections and subsections hereof are provided for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

14. **Recitals.** The Recitals to this Security Agreement are incorporated herein by reference.

BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

16. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

DEBTOR:
PBS Coals, Inc.

By: [Signature]
Name: [Name]
Title: [Title]

SECURED PARTY:
Commonwealth of Pennsylvania Department of Environmental Protection

By: [Signature]
Name: [Name]
Title: [Title]
Exhibit A

DESCRIPTION OF COLLATERAL

All those items of personal property that comprise the Trent Mine Sump Treatment System operated by PBS Coals, Inc. at that certain mine known as the Trent Mine located in Stonycreek Township, Somerset County, Pennsylvania and operated pursuant to SMP No. 56070103.
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Security Agreement”) is entered into effective as of December 13, 2018 by Wilson Creek Energy, LLC, (“Debtor”) in favor of the Commonwealth of Pennsylvania Department of Environmental Protection or its designee (“Secured Party”).

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain (i) Post-Mining Discharge Treatment Trust Agreement (“Trust Agreement”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties and (ii) Postmining Treatment Trust Consent Order and Agreement (“Trust COA” and together with the Trust Agreement, the “Trust Documents”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties, whereby Debtor covenanted to grant the Secured Party a security interest in certain equipment owned by the Debtor in each case described on Exhibit A hereto (collectively the “Collateral”);

WHEREAS, Debtor acknowledges that it will receive a substantial, direct and immediate benefit as a result of the Trust Documents, and is willing to pledge the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined); and

WHEREAS, Debtor has agreed to execute and deliver this Security Agreement to Secured Party.

NOW, THEREFORE, Debtor states and agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Trust Documents.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance of all of Debtor’s representations, warranties, covenants, undertakings and performance obligations (whether or not so captioned or denominated) under the Trust Documents and any damages sustained by Secured Party as a result of Debtor’s breach of any of the Trust Documents (collectively, the “Obligations”), Debtor hereby grants to Secured Party a continuing security interest in and to all of the Collateral together with all replacements, improvements and proceeds with respect thereto. Debtor will not sell, transfer or otherwise dispose of the Collateral without the permission of the Secured Party unless such equipment (i)
has reached the end of its useful life (in which case such equipment shall be replaced) or (ii) is otherwise replaced in the ordinary course of business for the purpose of repairing and maintaining such equipment to facilitate the treatment of the subject discharges, in the case of either of which such permission shall not be required.

3. **Representations and Warranties.** Debtor hereby represents and warrants to Secured Party that:

   (a) **Legal Name.** Debtor's name as shown in the preamble of this Security Agreement is Debtor's exact legal name as shown on its charter, by-laws, certificate of formation or operating agreement, as applicable, each as amended as of the date hereof; Debtor has not in the past four months changed its name, been party to a merger, consolidation or other change in structure or used any other tradename; Debtor is and will remain duly organized, validly existing and in good standing under the laws of the state of its organization set forth below;

   (b) **Organization and Address.** Debtor is organized under the laws of the State of Delaware and maintains its principal place of business at 1576 Stoystown Road, Friedens, PA 15541.

   (c) **Ownership.** Debtor is the legal and beneficial owner of the Collateral which it purports to own, free and clear of all liens and encumbrances, and Debtor has the right to pledge, sell, assign or transfer the Collateral.

   (d) **Security Interest/Priority.** This Security Agreement creates a valid security interest in favor of Secured Party in the Collateral and, when properly perfected by filing or otherwise, shall constitute a valid first priority, perfected security interest in the Collateral, to the extent such security interest can be perfected by filing or otherwise under the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania (the "UCC"); provided, however, that the Secured Party acknowledges that as of the date of this Security Agreement, the Collateral is subject to an existing, valid first lien previously granted to Debtor's lender, and that Debtor's representation in this Section 3(d) is made under and subject to such existing lien. Debtor shall make a commercially good faith effort to obtain a release of lien for the Collateral from such existing lien holder but cannot assure that such release will be granted.

   (e) **Collateral.** Debtor shall maintain the Collateral in good working condition and repair and will not waste or destroy the Collateral. Debtor shall
maintain public liability and fire insurance upon such terms as the Secured Party may reasonably require, and will notify the Secured Party with regard to any loss or damage to the Collateral. Debtor assumes any liability that may arise with regard to the Collateral, and shall indemnify the Secured Party for any suit, damage, or claim against the Secured Party related to the Collateral.

(f) **Binding Agreement.** This Security Agreement (i) has been duly authorized by all necessary action on the part of Debtor consistent with its form of organization, and does not require the approval of or notice to any other party (including any trustees or holders of indebtedness), or any governmental authority; (ii) does not contravene or constitute a default under any Applicable Law, certificate or articles of organization or by-laws or limited liability company agreement, or any agreement, indenture, or other instrument to which Debtor is a party or by which it may be bound; (iii) does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Debtor of this Security Agreement, or the validity or enforceability of this Security Agreement, except for (A) the filing of UCC financing statements against Debtor in favor of Secured Party in the appropriate recording offices (collectively, the "Required Filings"); and (iv) will not result in the creation or imposition of any Lien on any of the assets of Debtor other than the security interest intended to be created hereby. This Security Agreement has been executed and delivered by Debtor and constitutes a legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy or insolvency laws or by general principles of equity.

(g) **Title.** Debtor has good title to the Collateral.

(h) **Taxes.** Debtor has filed all Federal, state and local income tax returns that are required to be filed and has paid all taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Debtor does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith.

(i) **Access.** Debtor owns the land or an easement or right of way allowing for the right of access and ingress, egress and regress to and from the land on which the Collateral is located and a public road or other point of public conveyance and no access across any third party-owned land that is not controlled by Secured Party is necessary to gain access to the Collateral.
(j) **Consideration.** Debtor has received good and valuable consideration for the making of this Security Agreement.

4. **Filing of Financing Statements, Notices, etc.** Debtor hereby authorizes Secured Party to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as Secured Party may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC.

5. **Events of Default.** The occurrence of an event of default as defined under the Trust Documents by Debtor or any other party to the Trust Documents (other than the Secured Party) (each such other party a “Counterparty”) beyond any applicable cure or grace period shall constitute an “Event of Default” hereunder. In addition, the breach by Debtor of any representation, warranty or covenant hereunder that remains unremedied for a period of more than ten (10) days following written notice from Secured Party shall also constitute an Event of Default hereunder.

6. **Remedies.**

   (a) **General Remedies.** Upon the occurrence and continuation of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the UCC, and further, Secured Party may, subject to applicable laws, rules and regulations, with or without judicial process or the aid and assistance of others, (i) enter on any Premises on which any of the Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, and (iii) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof. To the extent permitted by applicable law, (i) Secured Party may be a purchaser at any such sale, (ii) Debtor hereby waives all of its rights of redemption with respect to any such sale and (iii) Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which such sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

   (b) **Retention of Collateral.** Secured Party may, after complying with the UCC and all other applicable laws, accept or retain the Collateral to the extent necessary to satisfy the Obligations secured hereunder.
7. Secured Party's remedies against the Debtor and its rights under this Security Agreement may be exercised concurrently or in any order that Secured Party elects.

8. **Application of Proceeds.** Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by Secured Party in cash or its equivalent, or any retention under Section 6(b), will be applied in reduction of the Obligations secured hereunder or, at Secured Party's option, Secured Party's reasonably estimated Secured Party's damages resulting from Debtor's failure to perform such Obligations.

9. **Continuing Agreement.** This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Obligations remain outstanding, and shall terminate immediately, without any further action by the parties hereto, upon the earlier of the expiration, satisfaction or termination of the Trust Documents or the Obligations.

10. **Successors in Interest.** This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Debtor, its successors and assigns and shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

11. **Notices.** All notices required or permitted to be given under this Security Agreement shall be in conformity with the Trust Documents.

12. **Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

13. **Headings.** The headings of the sections and subsections hereof are provided for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

14. **Recitals.** The Recitals to this Security Agreement are incorporated herein by reference.

BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

16. Severability. If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

DEBTOR:

Wilson Creek Energy, LLC

By: [Signature]
Name: Peter Mercier
Title: President, NAPP Division

SECURED PARTY:

Commonwealth of Pennsylvania Department of Environmental Protection

By: [Signature]
Name: Daniel Sammarco
Title: District Mining Manager
Exhibit A

DESCRIPTION OF COLLATERAL

All those items of personal property that comprise the Acosta Mine No. 2 SP3A Treatment System operated by Wilson Creek Energy, LLC at that certain mine known as the Acosta Mine No. 2 at Sediment Pond 2 located in Jenner and Lincoln Townships, Somerset County, Pennsylvania and operated pursuant to SMP No. 56980103.
FIRST NATIONAL TRUST COMPANY SCHEDULE OF FEES

The full legal name for Trustee is: First National Trust Company

The compensation schedule is as follows:

NOTE: The total basis points will be .61%. As accounts grow, compensation will decrease as a percentage. Once the Corsa Coal/FNTC partnership reaches $30MM in water treatment trust assets, FNTC will remove the 20% discount and replace with a 30% discount.

.96% on First $1MM
.88 on Next $2MM
.72 on Next $2MM
.56 over $5MM

**FNTC Water Treatment Trust Compensation Schedule Amount**

<table>
<thead>
<tr>
<th>Compensation Schedule Percentage</th>
<th>Amount</th>
<th>Fees</th>
<th>10% Discount</th>
<th>20% Discount</th>
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<tr>
<td>on First $1 Million</td>
<td>$1,000,000.00</td>
<td>$12,000.00</td>
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<td>on Next $2 Million</td>
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<td>over $5 Million</td>
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<tr>
<td>BPS</td>
<td>0.77%</td>
<td>0.69%</td>
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EXHIBIT 4
### PBS Trent & Wilson Creek Acosta II Sites
### Payment Schedule - Time Funding Calculator

<table>
<thead>
<tr>
<th>1 year</th>
<th>Qt Payments</th>
<th>5 months</th>
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<tr>
<td>Inflation = 3.10%</td>
<td>0.78%</td>
<td>1.55%</td>
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<tr>
<td>Earnings = 8.43%</td>
<td>2.11%</td>
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<table>
<thead>
<tr>
<th>Year</th>
<th>Initial Trust Amount</th>
<th>Contributions</th>
<th>Calculated Trust Value</th>
<th>PV of fully funded Trust</th>
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<td>$</td>
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</table>

* final payment amount may need adjusted according to actual investment rate of returns
Disbursement:
1 = Treat Cost
2 = Treat Cost
3 = Trust - Target
4 = $0

Contribution:
4 = $0
5 = Basis - Trust
6 = Treat Cost
7 = Basis - Trust

Treat Cost = Calculated treatment cost for that year
PBS Wilson Ck Trust  
Personal Property at Trent and Acosta 2  

_Trent Site:_  

a. Lime Silo  
b. Malstrom Oxidizer  

_Acosta 2 Site:_  

a. Caustic Tank
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Security Agreement”) is entered into effective as of December 13, 2018 by PBS Coals, Inc., (“Debtor”) in favor of the Commonwealth of Pennsylvania Department of Environmental Protection or its designee (“Secured Party”).

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain (i) Post-Mining Discharge Treatment Trust Agreement (“Trust Agreement”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties and (ii) Postmining Treatment Trust Consent Order and Agreement (“Trust COA” and together with the Trust Agreement, the “Trust Documents”) dated the same date as this Security Agreement by and among the Debtor, the Secured Party and certain other parties, whereby Debtor covenanted to grant the Secured Party a security interest in certain equipment owned by the Debtor in each case described on Exhibit A hereto (collectively the “Collateral”);

WHEREAS, Debtor acknowledges that it will receive a substantial, direct and immediate benefit as a result of the Trust Documents, and is willing to pledge the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined); and

WHEREAS, Debtor has agreed to execute and deliver this Security Agreement to Secured Party.

NOW, THEREFORE, Debtor states and agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Trust Documents.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance of all of Debtor’s representations, warranties, covenants, undertakings and performance obligations (whether or not so captioned or denominated) under the Trust Documents and any damages sustained by Secured Party as a result of Debtor’s breach of any of the Trust Documents (collectively, the “Obligations”), Debtor hereby grants to Secured Party a continuing security interest in and to all of the Collateral together with all replacements, improvements and proceeds with respect thereto. Debtor will not sell, transfer or otherwise dispose of the Collateral without the permission of the Secured Party unless such equipment (i)
has reached the end of its useful life (in which case such equipment shall be replaced) or (ii) is otherwise replaced in the ordinary course of business for the purpose of repairing and maintaining such equipment to facilitate the treatment of the subject discharges, in the case of either of which such permission shall not be required.

3. **Representations and Warranties.** Debtor hereby represents and warrants to Secured Party that:

   (a) **Legal Name.** Debtor's name as shown in the preamble of this Security Agreement is Debtor's exact legal name as shown on its charter, by-laws, certificate of formation or operating agreement, as applicable, each as amended as of the date hereof; Debtor has not in the past four months changed its name, been party to a merger, consolidation or other change in structure or used any other tradename; Debtor is and will remain duly organized, validly existing and in good standing under the laws of the state of its organization set forth below;

   (b) **Organization and Address.** Debtor is organized under the laws of the State of Delaware and maintains its principal place of business at 1576 Stoystown Road, Friedens, PA 15541.

   (c) **Ownership.** Debtor is the legal and beneficial owner of the Collateral which it purports to own, free and clear of all liens and encumbrances, and Debtor has the right to pledge, sell, assign or transfer the Collateral.

   (d) **Security Interest/Priority.** This Security Agreement creates a valid security interest in favor of Secured Party in the Collateral and, when properly perfected by filing or otherwise, shall constitute a valid first priority, perfected security interest in the Collateral, to the extent such security interest can be perfected by filing or otherwise under the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania (the "UCC"); provided, however, that the Secured Party acknowledges that as of the date of this Security Agreement, the Collateral is subject to an existing, valid first lien previously granted to Debtor's lender, and that Debtor's representation in this Section 3(d) is made under and subject to such existing lien. Debtor shall make a commercially good faith effort to obtain a release of lien for the Collateral from such existing lien holder but cannot assure that such release will be granted.

   (e) **Collateral.** Debtor shall maintain the Collateral in good working condition and repair and will not waste or destroy the Collateral. Debtor shall
maintain public liability and fire insurance upon such terms as the Secured Party may reasonably require, and will notify the Secured Party with regard to any loss or damage to the Collateral. Debtor assumes any liability that may arise with regard to the Collateral, and shall indemnify the Secured Party for any suit, damage, or claim against the Secured Party related to the Collateral.

(f) Binding Agreement. This Security Agreement (i) has been duly authorized by all necessary action on the part of Debtor consistent with its form of organization, and does not require the approval of or notice to any other party (including any trustees or holders of indebtedness), or any governmental authority; (ii) does not contravene or constitute a default under any Applicable Law, certificate or articles of, formation or organization or by-laws or limited liability company agreement, or any agreement, indenture, or other instrument to which Debtor is a party or by which it may be bound; (iii) does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Debtor of this Security Agreement, or the validity or enforceability of this Security Agreement, except for (A) the filing of UCC financing statements against Debtor in favor of Secured Party in the appropriate recording offices (collectively, the “Required Filings”); and (iv) will not result in the creation or imposition of any Lien on any of the assets of Debtor other than the security interest intended to be created hereby. This Security Agreement has been executed and delivered by Debtor and constitutes a legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy or insolvency laws or by general principles of equity.

(g) Title. Debtor has good title to the Collateral.

(h) Taxes. Debtor has filed all Federal, state and local income tax returns that are required to be filed and has paid all taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Debtor does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith.

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(j) **Consideration.** Debtor has received good and valuable consideration for the making of this Security Agreement.

4. **Filing of Financing Statements, Notices, etc.** Debtor hereby authorizes Secured Party to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as Secured Party may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC.

5. **Events of Default.** The occurrence of an event of default as defined under the Trust Documents by Debtor or any other party to the Trust Documents (other than the Secured Party) (each such other party a “Counterparty”) beyond any applicable cure or grace period shall constitute an “Event of Default” hereunder. In addition, the breach by Debtor of any representation, warranty or covenant hereunder that remains unremedied for a period of more than ten (10) days following written notice from Secured Party shall also constitute an Event of Default hereunder.

6. **Remedies.**

   (a) **General Remedies.** Upon the occurrence and continuation of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the UCC, and further, Secured Party may, subject to applicable laws, rules and regulations, with or without judicial process or the aid and assistance of others, (i) enter on any Premises on which any of the Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, and (iii) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof. To the extent permitted by applicable law, (i) Secured Party may be a purchaser at any such sale, (ii) Debtor hereby waives all of its rights of redemption with respect to any such sale and (iii) Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which such sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

   (b) **Retention of Collateral.** Secured Party may, after complying with the UCC and all other applicable laws, accept or retain the Collateral to the extent necessary to satisfy the Obligations secured hereunder.
7. Secured Party's remedies against the Debtor and its rights under this Security Agreement may be exercised concurrently or in any order that Secured Party elects.

8. Application of Proceeds. Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by Secured Party in cash or its equivalent, or any retention under Section 6(b), will be applied in reduction of the Obligations secured hereunder or, at Secured Party's option, Secured Party's reasonably estimated Secured Party's damages resulting from Debtor's failure to perform such Obligations.

9. Continuing Agreement. This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Obligations remain outstanding, and shall terminate immediately, without any further action by the parties hereto, upon the earlier of the expiration, satisfaction or termination of the Trust Documents or the Obligations.

10. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Debtor, its successors and assigns and shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

11. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformity with the Trust Documents.

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BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS
OF THE COMMONWEALTH OF PENNSYLVANIA.

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remaining provisions shall remain in full force and effect and shall be construed
without giving effect to the illegal, invalid or unenforceable provisions.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be
executed and delivered by its duly authorized officer as of the date first above written.

DEBTOR:
PBS Coals, Inc.

By: [Signature]
Name: [Name]
Title: President

SECURED PARTY:
Commonwealth of Pennsylvania Department
of Environmental Protection

By: [Signature]
Name: Daniel Sammarco
Title: District Mining Manager
Exhibit A

DESCRIPTION OF COLLATERAL

All those items of personal property that comprise the Trent Mine Sump Treatment System operated by PBS Coals, Inc. at that certain mine known as the Trent Mine located in Stonycreek Township, Somerset County, Pennsylvania and operated pursuant to SMP No. 56070103.
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into effective as of December 13, 2018 by Wilson Creek Energy, LLC, ("Debtor") in favor of the Commonwealth of Pennsylvania Department of Environmental Protection or its designee ("Secured Party").

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WHEREAS, Debtor acknowledges that it will receive a substantial, direct and immediate benefit as a result of the Trust Documents, and is willing to pledge the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined); and

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   (b) **Organization and Address.** Debtor is organized under the laws of the State of Delaware and maintains its principal place of business at 1576 Stoystown Road, Friedens, PA 15541.

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   (e) **Collateral.** Debtor shall maintain the Collateral in good working condition and repair and will not waste or destroy the Collateral. Debtor shall
maintain public liability and fire insurance upon such terms as the Secured Party may reasonably require, and will notify the Secured Party with regard to any loss or damage to the Collateral. Debtor assumes any liability that may arise with regard to the Collateral, and shall indemnify the Secured Party for any suit, damage, or claim against the Secured Party related to the Collateral.

(f) **Binding Agreement.** This Security Agreement (i) has been duly authorized by all necessary action on the part of Debtor consistent with its form of organization, and does not require the approval of or notice to any other party (including any trustees or holders of indebtedness), or any governmental authority; (ii) does not contravene or constitute a default under any Applicable Law, certificate or articles of formation or organization or by-laws or limited liability company agreement, or any agreement, indenture, or other instrument to which Debtor is a party or by which it may be bound; (iii) does not require approval of, or notice to, any governmental body, authority, or agency in connection with either the execution, delivery or performance by Debtor of this Security Agreement, or the validity or enforceability of this Security Agreement, except for (A) the filing of UCC financing statements against Debtor in favor of Secured Party in the appropriate recording offices (collectively, the "Required Filings"); and (iv) will not result in the creation or imposition of any Lien on any of the assets of Debtor other than the security interest intended to be created hereby. This Security Agreement has been executed and delivered by Debtor and constitutes a legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy or insolvency laws or by general principles of equity.

(g) **Title.** Debtor has good title to the Collateral.

(h) **Taxes.** Debtor has filed all Federal, state and local income tax returns that are required to be filed and has paid all taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Debtor does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith.

(i) **Access.** Debtor owns the land or an easement or right of way allowing for the right of access and ingress, egress and regress to and from the land on which the Collateral is located and a public road or other point of public conveyance and no access across any third party-owned land that is not controlled by Secured Party is necessary to gain access to the Collateral.
(j) **Consideration.** Debtor has received good and valuable consideration for the making of this Security Agreement.

4. **Filing of Financing Statements, Notices, etc.** Debtor hereby authorizes Secured Party to prepare and file such financing statements (including renewal statements) or amendments thereof or supplements thereto or other instruments as Secured Party may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereunder in accordance with the UCC.

5. **Events of Default.** The occurrence of an event of default as defined under the Trust Documents by Debtor or any other party to the Trust Documents (other than the Secured Party) (each such other party a "Counterparty") beyond any applicable cure or grace period shall constitute an "Event of Default" hereunder. In addition, the breach by Debtor of any representation, warranty or covenant hereunder that remains unremedied for a period of more than ten (10) days following written notice from Secured Party shall also constitute an Event of Default hereunder.

6. **Remedies.**

(a) **General Remedies.** Upon the occurrence and continuation of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the UCC, and further, Secured Party may, subject to applicable laws, rules and regulations, with or without judicial process or the aid and assistance of others, (i) enter on any Premises on which any of the Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, (ii) dispose of any Collateral on any such premises, and (iii) remove any Collateral from any such premises for the purpose of effecting the sale or other disposition thereof. To the extent permitted by applicable law, (i) Secured Party may be a purchaser at any such sale, (ii) Debtor hereby waives all of its rights of redemption with respect to any such sale and (iii) Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which such sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

(b) **Retention of Collateral.** Secured Party may, after complying with the UCC and all other applicable laws, accept or retain the Collateral to the extent necessary to satisfy the Obligations secured hereunder.
7. Secured Party’s remedies against the Debtor and its rights under this Security Agreement may be exercised concurrently or in any order that Secured Party elects.

8. Application of Proceeds. Upon the occurrence and during the continuation of an Event of Default, any payments in respect of the Obligations and any proceeds of the Collateral, when received by Secured Party in cash or its equivalent, or any retention under Section 6(b), will be applied in reduction of the Obligations secured hereunder or, at Secured Party’s option, Secured Party’s reasonably estimated Secured Party’s damages resulting from Debtor’s failure to perform such Obligations.

9. Continuing Agreement. This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Obligations remain outstanding, and shall terminate immediately, without any further action by the parties hereto, upon the earlier of the expiration, satisfaction or termination of the Trust Documents or the Obligations.

10. Successors in Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Debtor, its successors and assigns and shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

11. Notices. All notices required or permitted to be given under this Security Agreement shall be in conformity with the Trust Documents.

12. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart.

13. Headings. The headings of the sections and subsections hereof are provided for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

14. Recitals. The Recitals to this Security Agreement are incorporated herein by reference.

BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

16. **Severability.** If any provision of this Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

**DEBTOR:**
Wilson Creek Energy, LLC

By: 
Name: Peter Marzullo  
Title: President, NAPP Division

**SECURED PARTY:**
Commonwealth of Pennsylvania Department of Environmental Protection

By:  
Name: Daniel Sammarco  
Title: District Mining Manager
Exhibit A

DESCRIPTION OF COLLATERAL

All those items of personal property that comprise the Acosta Mine No. 2 SP3A Treatment System operated by Wilson Creek Energy, LLC at that certain mine known as the Acosta Mine No. 2 at Sediment Pond 2 located in Jenner and Lincoln Townships, Somerset County, Pennsylvania and operated pursuant to SMP No. 56980103.