

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Patriot Mining Company, Inc.	:	Viable Mine
2708 Cranberry Square	:	Greene Township, Greene County
Morgantown, WV 26508	:	SMP No. 30850103
	:	
	:	Alternative Financial Assurance Mechanism

POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 10th day of July, 2007, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and Patriot Mining Company, Inc. ("Patriot").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1198, *as amended*, 52 P.S. §§ 1396.1-1396.19a ("Surface Mining Act"); the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, *as amended*, 52 P.S. §§ 30.51-30.206 ("Coal Refuse Disposal Act"); the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder.

B. Patriot Mining Company, Inc. is a West Virginia corporation with a business address of 2708 Cranberry Square, Morgantown, West Virginia 26508, whose business includes the mining of coal by the surface method. The persons responsible for the day-to-day operations

of Patriot are: Peter J. Vuljanic, President; Ronald Hamric, Manager of Technical Services; and Thomas Jones, Senior Mining Engineer.

C. Patriot is the permittee of the following surface coal mine which is associated with postmining discharge liability:

<u>NAME</u>	<u>PERMIT NO.</u>	<u>TOWNSHIP</u>	<u>COUNTY</u>
Viabie Mine	SMP No. 30850103	Greene	Greene

D. From 1986 to 1990 Patriot conducted mining operations at the surface coal mine identified in paragraph C, above, located in Greene Township, Greene County, known as the Viabie Mine, under SMP No. 30850103 ("Permit"). Patriot completed the extraction of coal at the Viabie Mine early in 1990. Patriot then undertook to reclaim the Viabie Mine and essentially completed the surface reclamation activities by June of 1990.

E. a. The Viabie Mine presently has a chemical treatment system that consists of a treatment/polishing pond, two sludge ponds and a steel tank with two lines. The system collects and treats two discharges using a 20% solution of sodium hydroxide ("caustic"). The discharges, identified as "1S" and "SP-2," emanate within the area of the Permit and are discharged, after treatment, to an unnamed tributary of Whitely Creek. The precipitate from the treatment/polishing pond is periodically removed from the pond and placed into two (2) sludge ponds, where the sludge is dewatered.

b. There are diffuse seeps which emanate on the Permit area along the edge of the treatment/polishing pond. At present, the flow of these seeps is too low either to be measured or to be sampled. The seeps flow into the treatment/polishing pond where they commingle with discharges 1S and SP-2 and are thereby also treated and discharged into the

unnamed tributary of Whitely Creek. Because the seeps cannot be sampled at this time, their raw water quality is unknown.

c. A discharge from an old, abandoned "country bank" deep mine emanates on the Permit area and is identified within the Permit as "MD2." Subsequent to Patriot's mining activities at the Viable Mine, MD2 has shown increased concentrations of iron, manganese and aluminum and increased acidity based upon a comparison of two raw water samples taken at MD2 prior to Patriot's mining activity to two raw water samples taken after the completion of mining. From late 1990 until November 2004, MD2 combined in-channel with the flow of discharge 1S and caustic was added to the combined flow prior to its entry into the treatment/polishing pond and ultimate discharge into the unnamed tributary of Whitely Creek. During November 2004, Patriot redirected MD2 so that it no longer combined with 1S, received caustic treatment or flowed into the treatment/polishing pond. Instead, MD2 now flows into a passive treatment limestone-lined channel Patriot constructed on the southern edge of the Permit along the haul road, and subsequently flows out of the channel and into the unnamed tributary to Whitely Creek.

d. The parties agree that the discharges identified in Paragraph E.a.-c. constitute "postmining polluttional discharges" as defined in 25 Pa. Code § 86.1, unless modified in accordance with Paragraph 17.e., below.

e. Collectively, the treatment mechanisms described in Paragraph E.a.-c. will be referred to as the "Viable Treatment Systems."

F. Patriot agrees it has the legal responsibility to treat or abate the discharges identified in Paragraph E.a.-c., above, unless modified in accordance with Paragraph 17.e., below.

G. The effluent limits applicable to the discharges identified in Paragraph E.a.-c., above, are found at 25 Pa. Code § 87.102 and SMP No. 30850103, unless modified in accordance with Paragraph 25, below.

H. Regrading, revegetation and other surface reclamation has been completed at the Viable mine, except for the areas where the facilities exist for the collection and treatment of the discharges as described in Paragraph E.a.-c., above.

I. At the end of 2004 and during 2005 and 2006, Patriot undertook a series of measures at the site that were intended to improve the quality and/or reduce the quantity of the postmining pollutional discharges. Those measures involved, in general, the installation, removal and repair of various ditches on site, attempts to "seal" ditches with clay to prevent the infiltration of surface water from the ditches into the subsurface, application of additional soil, soil amendment and revegetation work.

J. Patriot has advised the Department that it may propose to the Department additional measures intended to prevent or retard the infiltration of surface water into the reclaimed surface mine to attempt to improve the quality and/or reduce the quantity of mine drainage discharges at the Viable Mine.

K. Patriot's current average annual chemical treatment costs at the Viable Mine are \$17,878. Additionally, the labor costs to adjust the chemical treatment and the monitoring costs associated with the collection and analysis of the samples of the treated mine drainage have been calculated to be \$5,829 per year. Patriot does not know the initial capital costs associated with construction of the Viable Treatment Systems, but the parties have estimated the present value cost of replacement of specific components of the Viable Treatment Systems ("recapitalization

cost") to be \$3,302. The annual maintenance cost is estimated to be \$300, and the annual cost of sludge removal is estimated at \$630.

L. Raw water quality at 1S, SP-2 and MD2 is set forth in Exhibit A. As discussed above, the diffuse seeps that exist along the bank of the treatment/polishing pond have too low a flow to be sampled.

M. The Department currently is holding Surety Bond No. 10347958 in the amount of \$117,900, issued by Travelers Casualty and Surety Bond Company of America on March 4, 2002, which bond covers the 127.4 acres of land included in the Permit.

N. Patriot would like to provide an alternative financial assurance mechanism as the financially backed, enforceable contract to provide for the long-term treatment of postmining discharges, and secure the release of reclamation bonds upon completion of all other reclamation requirements.

O. The parties have discussed the need to obtain accurate and timely information on the costs of operating and maintaining the Viable Treatment Systems in order to maintain the proper amount of financial backing. The parties have agreed that the current annual cost of operating and maintaining the Viable Treatment Systems is \$24,637.

P. The parties agree to use the information and figures which will be provided by the Accounting required by Paragraph 4 to calculate and adjust the proper size of the alternative financial assurance mechanism as described below. The parties also agree to use the formulas set forth below to calculate the present value of the alternative financial assurance mechanism.

Q. Patriot has filed an appeal with the Environmental Hearing Board ("EHB" or "Board").of the Department's November 15, 2004 letter directing Patriot to post additional bond for the Viable Mine. The appeal is docketed at EHB Docket No. 2004-262-L.

ORDER

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Patriot as follows:

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of the Clean Streams Law, 35 P.S. § 691.5; Section 4.3 of the Surface Mining Act, 52 P.S. § 1396.4c; Sections 3.1 and 9 of the Coal Refuse Disposal Act, 52 P.S. §§ 30.53a and 30.59; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

The failure of Patriot to comply with any term or condition of this Consent Order and Agreement shall subject Patriot to all penalties and remedies provided by those statutes for failing to comply with an order of the Department.

2. Findings

a. Patriot agrees that the findings in Paragraphs A through Q are true and correct and, in any matter or proceeding involving Patriot and the Department, Patriot shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. Definitions

a. Accounting. The accounting required by Paragraph 4 of this Agreement.

b. Actual Treatment Cost. The average of three consecutive years of the costs and expenses of treatment, calculated by using the Accountings for those three years.

c. Annual Anniversary Date. The annual recurrence of the month and day that this Consent Order and Agreement is executed.

d. Calculated Treatment Cost. The projected future annual cost of treatment, based on the Actual Treatment Cost, compounded at three and one tenth percent (3.1%) annually.

e. Capital Improvement Account. The sub-account within the Trust that is primarily used to finance anticipated and periodic capital expenditures for the Treatment Systems.

f. Distribution Payment. The Trustee's disbursement of money from the Trust made at the written direction of the Department to a person and in an amount specified by the Department and as provided by this Consent Order and Agreement.

g. Formula. The equation used to calculate the Present Value of the future operation and maintenance ("O&M") of the Treatment System. The equation is:

$$\begin{aligned} \text{PV} &= (A/[E-I]) + A \\ \text{where: PV} &= \text{Present Value of the O\&M Costs} \\ A &= \text{Current Actual Treatment Cost} \\ E &= \text{Expected annual earnings/Interest Rate (assumed to be} \\ &\quad \text{8.43\% or .0843)*} \\ I &= \text{Inflation Rate (assumed to be 3.1\% or .031)} \end{aligned}$$

* This assumption will remain the same unless the parties agree otherwise.

h. Primary Basis Valuation. 100% of the present value of the future cost of treatment as determined by the Formula.

i. Primary Target Valuation. 116% of the present value of the future cost of treatment as determined by the Formula.

j. Primary Trust Account. The sub-account within the Trust that is primarily used to finance annual operating and maintenance costs of the Treatment Systems.

k. Primary Trust Valuation. The cash, cash equivalents, investments at market value of investments and the face amount of surety bond currently held by the Trust in the Primary Trust Account.

4. Annual Treatment Costs; Records; Factors; Accounting

a. Patriot shall keep accurate financial records of all the costs and expenses of annual treatment for each year. The various cost factors fall into several general categories, including, but not limited to: Reagent; Polymer; Electrical; Sludge Removal; Labor, including benefits; Maintenance; Sampling; Overhead; and Miscellaneous. The individual item shall be tracked and reported for each general category.

b. Patriot shall provide an annual accounting of the costs and expenses of annual treatment ("the Accounting") to the Department on or before the 90th day following the last day of the fiscal year for which the Accounting is being provided. The Accounting shall cover the period beginning January 1, and continuing through December 31 of each year, or other fiscal year as Patriot may adopt for its corporate finances in the future, and shall be in accordance with Generally Accepted Accounting Principles ("GAAP"). The Accounting shall be accompanied by an affidavit of the treasurer or other corporate officer responsible for the financial affairs of Patriot and by the President of Patriot attesting to the completeness and accuracy of the records of the costs and expenses of annual treatment as reported in the Accounting.

c. Patriot's obligation to keep records and provide the Accounting shall continue for the period during which Patriot is operating the Treatment Systems.

d. In the event of a dispute about the costs and expenses of treatment incurred by Patriot, Patriot shall bear the burden of proving the accuracy and completeness of the

Accounting and the records upon which the Accounting is based. A Special Report prepared under GAAP as to the treatment costs incurred by Patriot, prepared by an independent licensed public or certified public accountant, shall satisfy Patriot's burden of proof as to any of these matters.

5. Treatment Trust

a. Patriot shall establish an irrevocable trust to be known as the Patriot Mining Viable Mine Treatment Trust (Trust). The Trust shall secure Patriot's obligation to treat the above identified discharges of mine drainage at the Viable Mine, including its obligation to operate and maintain the Viable Treatment Systems, in perpetuity, or until water treatment is no longer necessary, and to provide financial resources to the Department and the citizens of the Commonwealth to maintain and operate the Viable Treatment Systems, and to treat the mine drainage in perpetuity in the event Patriot becomes unable or unwilling to meet these obligations. The Trust shall also provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed. The agreement establishing the Trust is attached as Exhibit B.

b. Patriot shall establish within the Trust two sub-accounts: a sub-account designated as the Primary Trust Account; and a sub-account designated as the Capital Improvement Account.

6. Funding of the Primary Trust Account

a. Initial Payment to the Primary Trust Account: Within 30 days of the date of this Consent Order and Agreement, Patriot shall deposit an amount of \$65,500.00 into the Primary Trust Account.

b. Ongoing Payments to the Primary Trust Account: Ongoing payments into the Primary Trust Account shall be made as follows:

December 31, 2007	\$65,500.00
June 30, 2008	\$65,500.00
December 31, 2008	\$65,500.00
June 30, 2009	\$65,500.00
December 31, 2009	\$65,500.00
June 30, 2010	\$65,500.00
December 31, 2010	\$65,500.00
June 30, 2011	\$65,500.00

c. Surety Bonds to Remain in Place Until the Trust is Fully Funded: Upon its execution of this Consent Order and Agreement, Patriot shall maintain in place the \$117,900 surety bond posted for the mine site prior to this Consent Order and Agreement. This surety bond is more particularly described as Surety Bond No. 10347958 issued by Travelers Casualty and Surety Company on March 4, 2002 ("Surety Bond"). Upon full funding of the Trust as described in subparagraphs a. and b. of this paragraph, Patriot may apply for bond release for the Viable Mine in accordance with the Department's regulations.

7. Annual Distribution or Contribution Payments – Primary Trust Account

a. All calculations under this Paragraph shall be based on values as determined on the Annual Anniversary Date.

b. If the Primary Trust Valuation does not include the value of surety bonds, then Distribution Payments shall be made according to paragraph 7.c. Otherwise, Distribution Payments shall be made according to Paragraph 7.d. and e.

c. If at the end of any year the Primary Trust Valuation is greater than the Primary Target Valuation, then a Distribution Payment shall be made to Patriot. The amount of such Distribution Payment will be equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, or equal to the Calculated Treatment Cost, whichever is less. This amount is depicted graphically at Point 1, 2 & 3 on Exhibit C.

d. If at the end of any year the Primary Trust Valuation is greater than the Primary Target Valuation, then a Distribution Payment shall be made to Patriot in the form of a surety bond reduction of the surety bond identified in Paragraph 6.c. This amount is depicted graphically at Point 1 on Exhibit C. Such surety bond reduction shall be in an amount determined by the following formula:

$$BR = ((1 + RoR) (TR - B) + B) - (1.03(TV))$$

Where:

BR	=	surety bond reduction
B	=	surety bond amount
RoR	=	assumed net rate of return or effective rate of return
TV	=	Primary Target Valuation
TR	=	Primary Trust Valuation

e. In the year the final bond is released, if the Primary Trust Valuation after the final surety bond release remains greater than the newly calculated Primary Target Valuation, then an additional Distribution Payment shall be made under Paragraph 7.c.

f. If the Primary Trust Valuation is less than or equal to the Primary Target Valuation, but greater than or equal to the Primary Basis Valuation, then no Distribution Payment shall be made and no additional contribution shall be required. This provision is depicted graphically as Point 4 on Exhibit C.

g. If the Primary Trust Valuation is less than the Primary Basis Valuation, then Patriot shall make an additional contribution into the Primary Trust Account in an amount

equal to the difference between the Primary Basis Valuation and the Primary Trust Valuation, or in an amount equal to the Calculated Treatment Cost, whichever is less except as provided in Paragraph 13.a. This amount is depicted graphically as points 5 & 6 on Exhibit C. This provision does not apply until Patriot has fulfilled its obligations to make ongoing payments under Paragraph 6.b.

8. Adjustments to the Primary Target Valuation for Deviations Between Actual Treatment Cost and Calculated Treatment Cost

a. All calculations under this Paragraph shall be based on values as determined on the Annual Anniversary Date and before any Distribution Payment.

b. If the Actual Treatment Cost for any year is greater than or equal to 110% or less than or equal to 90% of the Calculated Treatment Cost, the Department will calculate a new Primary Basis Valuation using the Formula and the newly determined Actual Treatment Cost. A new Primary Target Valuation will then be determined by calculating 116% of the new Primary Basis Valuation. Exhibit D is a graphical depiction of the adjustment.

9. Distribution Payments for Adjustments to the Primary Target Valuation

a. If the Primary Trust Valuation does not include the value of pledged surety bonds, then Distribution Payments shall be made according to Paragraph 9.c. Otherwise, Distribution Payments shall be made according to Paragraph 9.d.

b. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8. above is less than the Primary Trust Valuation, then no distribution payment shall be made under this paragraph.

c. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8. above is based on a reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a Distribution

Payment shall be made to Patriot. The amount of such Distribution Payment will be equal to the percent change in Actual Treatment Cost times the Primary Trust Valuation, or in an amount equal to the difference between the Primary Trust Valuation and the newly calculated Primary Target Valuation, whichever is less. The amount of such Distribution Payment shall be determined by the following formulas:

$$DP = TR (1 - (\text{new ATC} / \text{prior ATC}))$$

Or

$$DP = TR - \text{new TV}$$

Where: DP = Distribution Payment
TR = Primary Trust Valuation
TV = Primary Target Valuation
ATC = Actual Treatment Cost

d. If the newly calculated Primary Target Valuation which has been adjusted under paragraph 8. above is based on reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a distribution payment shall be made to Patriot in the form of a surety bond reduction. Such bond reduction shall be in an amount determined by the following formula:

$$BR = ((1 + RoR) (TR - B) + B) - (1.03(TV))$$

Where: BR = surety bond reduction
RoR = assumed net rate of return or effective rate of return
TV = Primary Target Valuation
TR = Primary Trust Valuation
B = surety bond amount

e. In the year the final surety bond is released, if the Primary Trust Valuation after the final surety bond release remains greater than the newly calculated Primary Target Valuation, then an additional Distribution Payment shall be made under Paragraph 9.c.

10. Capital Improvement Account

a. Patriot shall establish within the Trust a sub-account designated as the Capital Improvement Account. Assets of the Capital Improvement Account may be commingled with assets of the Primary Trust Account for purposes of investment, but must be accounted for and reported separately as if they are assets of a separate and distinct fund.

b. On the date of this Consent Order and Agreement the required annual balance of the Capital Improvement Account for a 75 year period shall be determined and made a part of this agreement as Exhibit E.

c. To determine the required balance in the Capital Improvement Account the following methodology shall be used.

- i. For each planned capital replacement component or activity, the current cost of that component or the cost to complete that activity will be determined.
- ii. For each planned capital replacement component or activity, the estimated number of years in the life cycle of the component or the number of years between when the activity is needed will be determined.
- iii. If the water treatment facility has been in operation for a significant period of time, then for each planned capital replacement component or activity, the estimated number of years until the next replacement or activity is needed will be determined.
- iv. For each planned capital replacement component or activity, the future value of the first replacement or activity will be calculated using a Present Value equal to the current cost, a rate of 3.1 percent, the amount of payment equal to \$0.00, the number of payment periods equal to the number of years from the date of this agreement until the next replacement or activity, and a beginning of period payment.
- v. For each planned capital replacement component or activity, the Present Value will be calculated using the Future Value calculated in paragraph 10.c.iv. above, a rate equal to the assumed net rate of

return used elsewhere in this agreement, and all other variables the same as used in paragraph 10.c.iv. above.

- vi. For each planned capital replacement component or activity, the Future Value of the second and each subsequent capital replacement or activity will be calculated using the same values as in paragraph 10.c.iv. above except the value for the number of payment periods. The value for the number of payment periods for the second replacement or activity will be equal to the number of years until the next replacement or activity plus the number of years in the expected life cycle as determined in paragraph 10.c.ii. above. The number of payment periods for the third replacement will be equal to the number of years until the next replacement or activity plus two times the number of years in the expected life cycle. The number of periods for the fourth replacement will be equal to the number of years until the first replacement plus three times the years in the life cycle. The Future Value of each replacement will be calculated in like manner until the number of periods is equal to the number of years until the last replacement or activity is expected to occur that does not exceed 75 years from the year the calculations are being made.
- vii. For each planned capital replacement component or activity, the Present Value of the second and each subsequent capital replacement or activity will be calculated using the same values as in Paragraph 10.c.v. above except the value for the number of payment periods which shall be determined in like manner to Paragraph 10.c.vi. above.
- viii. The required balance in the Capital Improvement Account for the current year shall be equal to the sum of all Present Values calculated in Paragraph 10.c.v. and vii. above.
- ix. The required balance in the Capital Improvement Account shall be recalculated on an annual basis and each time a Distribution Payment is contemplated under Paragraph 12. Such recalculation shall be deemed an amendment to Exhibit E and this Consent Order and Agreement, and shall be used in making all future calculations involving the Capital Improvement Account.

11. Transfer of Funds to the Capital Improvement Account

- a. The provisions of this Paragraph do not apply if the Primary Trust

Valuation includes the value of surety bonds.

b. If the Primary Trust Valuation after any Distribution Payment under paragraph 7. above is greater than the Primary Target Valuation, then a transfer of funds to the Capital Improvement Account shall be made if the current balance in the Capital Improvement Account is less than the required balance for the current year as indicated on Exhibit E. The amount of such transfer will be equal to the difference between the required balance and the current balance, or in an amount equal to the difference between the Primary Trust Valuation and the Primary Target Valuation, whichever is less.

12. Distribution Payments from the Capital Improvement Account

a. A distribution payment shall be made to Patriot any time a planned capital replacement is made as indicated on Exhibit E. The capital replacement and maintenance activities shall be made as needed, which may be sooner or later than the projected time. The amount of the Distribution Payment shall be equal to the calculated cost of the Capital Improvement as indicated on Exhibit E, or in an amount equal to the difference between the current balance in the Capital Improvement Account and the required balance after the capital improvement Distribution Payment, whichever is less.

b. Each time a Distribution Payment from the Capital Improvement Account is contemplated under this Paragraph or Paragraph 13. below, the required balance in the Capital Improvement Account must be recalculated to determine the required balance after the proposed Distribution Payment, and to determine the appropriate Distribution Payment.

13. Miscellaneous Distribution Payments from the Primary Trust Account and the Capital Improvement Account

If the Primary Trust Valuation exceeds the Primary Target Valuation in the Primary Trust Account, or if the balance in the Capital Improvement Account exceeds the required balance as indicated on Exhibit E, then such surplus funds may be used for the following purposes:

a. Surplus funds in the Capital Improvement Account shall be transferred to the Primary Trust Account to reduce or completely satisfy Patriot's obligation to make a contribution payment under Paragraph 7.g. This amount is depicted graphically at Point 5 on Exhibit C. However, the amount of surplus funds transferred to the Primary Trust Account may exceed Patriot's obligation under paragraph 7.g. if additional funds are needed so that the Primary Trust Valuation equals the Primary Basis Valuation. This amount is depicted graphically at Point 6 on Exhibit C.

b. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Operator to pay for unanticipated capital expenditures, or anticipated capital expenditures that exceed the calculated cost of the capital improvement as indicated on Exhibit E.

c. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Operator to finance implementation of a new treatment technology, provided the application of such treatment technology is first approved by the Department.

d. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Operator to implement remediation or abatement activities to reduce or eliminate the discharge, or to improve the quality of the discharge, provided the Department first approves such activities.

14. Real and Personal Property

a. In the event Patriot ceases to exist or ceases to operate and maintain the Viable Treatment Systems for any reason other than a determination by the Department that water treatment is no longer necessary at the site, Patriot shall assign to the Viable Mine Treatment Trust all rights of access possessed by Patriot to the Viable Mine, including, but not

limited to, the Contractual Consent of Landowner forms and various lease agreements pertaining to property on which the Viable Mine is located.

b. Upon execution of this Consent Order and Agreement, Patriot shall convey title to any and all equipment that is associated with the existing Viable Treatment Systems to the Viable Mine Treatment Trust. Any equipment added to the treatment facilities at the Viable Mine in the future shall be titled in the name of the Viable Mine Treatment Trust at the time of installation.

15. Public Liability Insurance

a. Patriot shall maintain in effect public liability insurance coverage for the operation, maintenance, improvement and all other activities associated with the Treatment Systems and the real and personal property which is identified in the Post Mining Treatment Trust Agreement as part of the Trust Principal. The Trustee and the Commonwealth of Pennsylvania shall be listed as additional insureds on the policy.

b. In addition to the requirements of Paragraph 15.a., the public liability insurance shall also be on the terms and conditions required by 25 Pa. Code § 86.168(a)-(e), or, in the alternative, as provided by Paragraph 15.c.

c. In lieu of the insurance requirements of Paragraph 15.b. and in addition to the requirements of Paragraph 15.a., the public liability insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the minimum amounts of \$250,000 per person and \$1,000,000 per occurrence. The insurance shall include a rider requiring the insurer to notify the Department 30 days prior to substantive changes being made to the policy or prior to termination or failure to renew. Proof of insurance shall consist of

a certificate of insurance filed annually with the Department which certifies that Patriot has a public liability insurance policy in force meeting the requirements of this Paragraph.

16. Annual Meeting

The parties will meet on or before the 30th day following delivery to the Department of the Accounting of each year: to review and discuss the Accounting for the then completed fiscal year; to review the effectiveness of the Viable Treatment Systems and any change in the fiscal year; to resolve any issues which arise as a result of that change or the performance of the Viable Treatment Systems; to calculate, recalculate or adjust the size of the Primary Target Valuation, the Calculated Treatment Cost, and distribution payments from or additional payments into the Viable Mine Treatment Trust; and to address any other issues that may concern this Consent Order and Agreement or its implementation.

17. Discharge MD2

Samples of discharge MD2 have been obtained prior to, during and subsequent to Patriot's mining activities at the Viable Mine. The samples may not all have been obtained from the same location on each occasion. With respect to discharge MD2, the parties further agree as follows:

a. In order to develop additional data with respect to the chemical characteristics and flow of MD2, the parties agree to jointly identify an appropriate location(s) for the collection of future samples from MD2 upon execution of this Consent Order and Agreement. A map, identifying the sampling location(s) for MD2, shall be attached hereto and incorporated herein as Exhibit F.

b. Patriot shall collect samples for analysis at the agreed upon MD2 sampling location(s) twice per month for the following parameters: flow and pH; acidity; alkalinity;

sulfate; total suspended solids; total and dissolved iron; total and dissolved manganese; and total and dissolved aluminum.

c. The results of the sampling and analyses required by paragraph 17.b., above, shall be submitted to the Department on a quarterly basis with the first report due September 30, 2007.

d. Upon the conclusion of the period required to fund the trust established by this Consent Order and Agreement pursuant to Paragraph 6. b., Patriot may submit to the Department a proposal for reevaluation of the treatment obligations for MD2 pursuant to this Consent Order and Agreement. Following Patriot's submission of such a proposal, the Department will decide whether the MD2 discharge shall remain an obligation of Patriot under this Consent Order and Agreement. The Department's agreement herein to consider such a proposal is not intended to express any opinion as to the viability of the proposal. The Department agrees that it will not contest the appealability of any decision it renders pursuant to this provision.

18. Patriot's Continuing Obligation

Neither Patriot's agreement to fund the Viable Mine Treatment Trust, nor the full or partial funding of the Trust, nor the exhaustion of the Trust shall in any way limit Patriot's obligation to operate the Viable Treatment Systems. Furthermore, exhaustion of the Trust shall not excuse Patriot from its obligation to adequately treat or to abate the discharges.

19. Stipulated Civil Penalties

a. In the event Patriot fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Patriot shall be in violation of this Consent

Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$100.00 per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be forwarded to:

Joel Q. Pontorero, District Mining Manager
Department of Environmental Protection
Greensburg District Mining Office
Armbrust Professional Center
8205 Route 819
Greensburg, PA 15601.

c. Any payment under this paragraph shall neither waive Patriot's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Patriot's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only Patriot's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

20. Additional Remedies

a. In the event Patriot fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. In the event Patriot defaults on the obligations of this Consent Order and Agreement, Patriot will be subject to a permit block on the Department's compliance tracking system and the federal Applicant Violator System and the Department will, in addition to any other remedy or penalty prescribed herein, list Patriot as a violator on the Department's compliance tracking system and on the federal Applicant Violator System.

c. The remedies provided by this Consent Order and Agreement are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

21. Reservation of Rights

The Department reserves the right to require additional measures to achieve compliance with applicable law. Patriot reserves the right to challenge any action which the Department may take to require those measures.

22. Liability of Patriot

Patriot shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Patriot also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns, except as provided in Paragraph 23.c., below.

23. Transfer of Site

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Patriot Viable Mine Site or any part thereof.

b. If Patriot intends to transfer any legal or equitable interest in the Patriot Viable Mine Site which is affected by this Consent Order and Agreement, Patriot shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and

equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Director, District Mining Operations of such intent.

c. The Department in its sole discretion may agree to modify or terminate Patriot's duties and obligations under this Consent Order and Agreement upon transfer of the Patriot Viable Mine Site. Patriot waives any right that it may have to challenge the Department's decision in this regard. In the event the Department agrees to modify or terminate Patriot's duties and obligations under this Consent Order and Agreement upon transfer of the Patriot Viable Mine Site, Patriot shall assign to the transferee all rights of access possessed by Patriot to the Viable Mine, including, but not limited to, the Contractual Consent of Landowner forms and lease agreements pertaining to property on which the Viable Mine is located.

24. Dissolution of Trust

If at any time in the future it is determined by the Department that the treatment of the discharges at the Patriot Viable Mine Site described in this Consent Order and Agreement is no longer required, then the Trust shall be dissolved and the trust corpus shall be conveyed back to Patriot or its lawful corporate successor.

25. Nothing herein is intended to prevent Patriot from attempting to demonstrate to the Department in the future that some or all of the discharges discussed in Paragraph E.a.-c., above, may be eligible for alternative effluent limits pursuant to 25 Pa. Code § 87.102(e).

26. Resolution of Pending Appeal

The parties agree that the execution of this Consent Order and Agreement and establishment of a treatment trust as described herein will resolve the appeal filed at EHB Docket No. 2004-262-L. Accordingly, upon execution of this Consent Order and Agreement and establishment of the Trust, Patriot shall withdraw its appeal before the Board with prejudice.

27. Correspondence with Department

All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Joel Q. Pontorero, District Mining Manager
Department of Environmental Protection
Greensburg District Mining Office
Armbrust Professional Center
8205 Route 819
Greensburg, PA 15601

And

Samuel C. Faith
Mineral Resources Program Specialist
Department of Environmental Protection
Greensburg District Mining Office
Armbrust Professional Center
8205 Route 819
Greensburg, PA 15601

With a copy to:

Gail Guenther
Assistant Counsel
Office of Chief Counsel
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh, PA 15222-4745.

28. Correspondence with Patriot

a. All correspondence with Patriot concerning this Consent Order and

Agreement shall be addressed to:

Peter Vuljanic, President
Patriot Mining Company
2708 Cranberry Square
Morgantown, WV 26508

With a copy to:

Howard J. Wein, Esquire
Buchanan Ingersoll & Rooney, PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219.

b. Patriot shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

29. Force Majeure

a. In the event that Patriot is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond Patriot's control and which Patriot, by the exercise of all reasonable diligence, is unable to prevent, then Patriot may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond Patriot's control. Patriot's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. Patriot shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by

Patriot to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission.

Patriot's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Patriot and other information available to the Department. In any subsequent litigation, Patriot shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

30. Severability

The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

31. Entire Agreement

This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

32. Attorney Fees

The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

33. Modifications

Except as provided in Paragraph 10.c.ix, no changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

34. Titles

A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

35. Decisions under Consent Order

Except for Paragraphs 17.d. and 25, any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code §1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which Patriot may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

36. Successors

This Consent Order and Agreement shall be fully and completely binding upon any successor of Patriot. For purposes of this Paragraph, successor shall mean any corporation or entity: 1) Patriot consolidates with or merges into or permits to merge with it and Patriot is not the surviving corporation or entity; or 2) which acquires, by purchase or otherwise, all or substantially all of Patriot's properties or assets which include, but are not limited to, voting stock of Patriot. Successor does not include any corporation or other entity to which Patriot transfers or assigns all or substantially all of its financial or non-financial liabilities.

Patriot shall notify the Department, without delay, of any successor as defined herein and shall provide such successor with a copy of this Consent Order and Agreement.

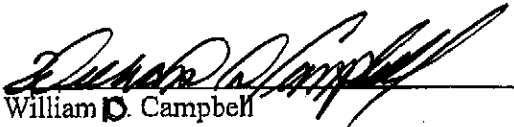
37. Counterpart Signatures

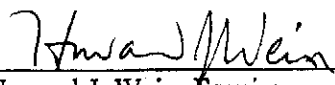
The parties agree that they may execute this Consent Order and Agreement by counterpart signatures transmitted via facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Patriot certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of Patriot; that Patriot consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Patriot hereby knowingly waives its rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by Patriot's attorney certifies only that the agreement has been signed after consulting with counsel.

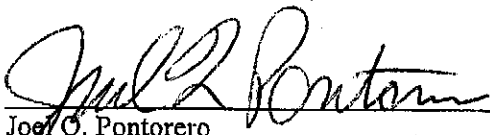
FOR PATRIOT MINING COMPANY, INC.:

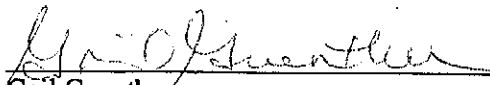

Peter J. Vuljanic
President


William D. Campbell
Vice President, Treasurer and Assistant Secretary


Howard J. Wein, Esquire
Attorney for Patriot Mining Company, Inc.

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:


Joe Q. Pontorero
Greensburg District Mining Manager


Gail Guenther
Assistant Counsel
Southwest Region

Y Facility: 30850103

Monitoring Point: 1S

Seq Collected	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FR MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
147	08/17/1998	0	0		3.9	0.0	0.0	160.00	3.54	29	14.8	1003.0	22.0	31.700
000	12/23/1998	0	0		4.8	28.0	28.0	152.00	5.37	56	16.2	1733.3	36.0	77.800
678	03/30/1999	0	0		4.9	9.4	9.4	22.00	2.61	51.5	1.93	389.0	7.0	14.600
000	10/27/1999	1	1		3.7	0.0	0.0	584.0	4.63	51.5	110.5	2612.8	22.0	
947	01/17/2001	1	1		4.1	3.4	3.4	103.4	.848	9.63	3.59	453.6	6.0	
092	04/16/2001	10	10		4.5	6.4	6.4	62.6	.786	9.84	1.43	396.	24.0	
200	07/30/2001	1	.25		4.8	10.2	10.2	43.80	<.3	8.64	3.28	>300.0	12.0	
260	10/02/2001	.25	.5		3.6	0.0	0.0	625.60	4.92	40.9	92	1613.2	8.0	
325	01/17/2002	5	5		3.9	0.0	0.0	110.40	1.72	12.7	9.86	514.5	<3	
475	04/08/2002	3	2		4.8	6.4	6.4	58.60	.88	7.02	34.7	504.9	4.0	
579	07/08/2002	1	1		3.9	0.0	0.0	264.00	1.12	17	79.1	852.6	8.0	
662	11/07/2002	1	1	Est	3.9	0.4	0.4	493.00	6.03	32.7	1414.3	1414.3	<3	
755	02/05/2003	5	5	Est	3.5	0.0	0.0	670.40	9.06	37.2	89.9	1598.3	10.0	
805	04/01/2003	2	3	Est	3.4	0.0	0.0	572.60	7.18	33	83.1	1744.8	10.0	
899	05/27/2003	5	10	Meas	3.3	0.0	0.0	681.80	8.23	34	83.3	1816.4	24.0	
913	06/12/2003	8	8	Meas	3.4	0.0	0.0	417.00	4.91	26	56.5	1094.4	10.0	
985	07/16/2003	8	8	Meas	3.6	0.0	0.0	399.20	5.22	25.4	51.4	1314.0	16.0	
036	08/04/2003	2.5	4	Meas	3.4	0.0	0.0	357.40	10.1	22.8	48.4	1137.9	16.0	
066	09/24/2003	4	4	Meas	3.6	0.0	0.0	455.40	6.61	27.7	69.3	1338.2	8.0	
082	10/01/2003	3.5	3.5	Meas	3.5	0.0	0.0	554.60	5.53	30.4	80.1	1331.2	14.0	
232	02/10/2004	15	20	Est	3.4	0.0	0.0	264.80	2.08	18.6	37	902.8	20.0	
326	04/15/2004	25	25	Est	3.8	0.0	0.0	824.20	9.9	42.7	107	1372.2	12.0	
450	07/12/2004	3	3	Est	3.4	0.0	0.0	388.80	3.98	26.5	52.7	921.0	<3	
516	09/22/2004	10	10	Est	3.6	0.0	0.0	937.80	11.6	61.9	159	2569.6	<3	
541	10/14/2004	5	5	Est	3.2	0.0	0.0	797.80	9.3	45.3	122	2323.9	24.0	
595	12/08/2004	3	3	Est	3.2	0.0	0.0	881.60	8.88	48.7	130	2356.5	4.0	
615	01/10/2005	15	15	Est	3.2	0.0	0.0	899.60	10.3	44.6	122	1478.7	10.0	
656	02/01/2005	4	4	Meas	3.2	0.0	0.0	1414.40	11.8	61.1	170	2919.4	14.0	
732	04/04/2005	16	16	Meas	3.2	0.0	0.0	-37.40	<.3	.515	<.5	843.6	<3	
835	05/11/2005	.75	.75	Meas	7.1	62.4	62.4	1043.20	10.9	51.3	147	2757.8	26.0	
000	07/13/2005	0	0	Est	3.3	0.0	0.0	1128.20	6.61	65.5	173	3023.1	28.0	
002	12/01/2005	3	3	Est	3.2	0.0	0.0	87.40	1.332	9.608	14.35	557.2	12.0	
046	01/19/2006	15	15	Meas	4.4	6.8	6.8	925.00	8.95	43.3	109	2504.4	10.0	
149	04/19/2006	2.5	2.5	Meas	3.2	0.0	0.0							
235	07/06/2006	1	1	Meas	3.2	0.0	0.0							
000	09/19/2006	0	0	Est	3.2	0.0	0.0							
000	10/02/2006	0	0	Est	3.2	0.0	0.0							
434	01/23/2007	8	8	Meas	3.2	0.0	0.0							

Primary Facility: 30850103

Monitoring Point: SP-2

Coll ID	Seq	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4101	000	10/12/1995	0	0		5.7		15.0	32.00	6.38	5.59	<.5	237.6	14.0	<10,000
4101	275	10/07/1997				3.2		0.0	994.00	13.5	63	149	2684.0	<3	11,200
4101	400	03/26/1998				4.8		8.2	22.00	<.3	5.36	1.76	344.3	8.0	24,800
4101	456	05/13/1998				3.8		0.0	560.00	33.7	72.8	62.5	2725.0	4.0	20,600
4159	146	08/17/1998				8.0		138.0	0	<.3	.053	<.5	230.6	<3	36,000
4101	648	03/02/1999	10	10	Est	3.8		0.0	416.00	3.25	29.4	63.9	1085.1	14.0	25,200
4101	679	03/30/1999	4	4		7.1		72.0	0	<.3	.136	<.5	344.9	<3	133,000
4101	697	04/12/1999	10	10	Est	4.3		6.8	94.00	.497	7.86	15.1	340.0	<3	18,500
4101	923	02/17/2000	3	3		10.7		798.0	0	<.3	.117	<.5	835.0	14.0	>300,000
4160	926	11/28/2000	1	1											
4160	000	01/17/2001	0	0											
4160	000	01/17/2001	0	0											
4160	091	04/16/2001	5	5		4.5		20.0	526.0	2.18	57.5	83	3533.7	22.0	
4160	201	07/30/2001	1	1		4.3		28.0	980.2	15.1	69.8	87.9	2607.9	34.0	
4160	000	10/02/2001	0	0											
4160	000	01/17/2002	0	0											
4160	473	04/08/2002	3	5		4.5		16.0	315.60	1.44	48.8	38.6	2009.0	10.0	
4160	580	07/08/2002	1	2		4.1		6.8	673.40	2.59	62.2	98	2741.8	20.0	
4160	000	11/07/2002	0	0											
4160	754	02/05/2003	3	3	Est	4.2		10.8	672.20	1.38	52.9	91.6	2771.9	18.0	
4160	806	04/01/2003	3	4	Est	4.2		8.6	415.80	.822	40.2	66.1	1764.4	12.0	
4160	900	05/27/2003	5	5	Est	4.3		10.4	448.40	1.47	36	52.9	2105.4	4.0	
4160	914	06/12/2003	12	12	Meas	4.2		9.0	272.40	.495	31	34.7	2013.4	12.0	
4160	986	07/16/2003	8	8	Meas	4.3		9.2	308.20	.484	28.1	33.2	1782.7	8.0	
4160	037	08/04/2003	4	4	Meas	4.3		9.8	340.80	2.2	33.6	44.7	1397.0	30.0	
4160	067	09/24/2003	6	6	Meas	4.4		11.2	146.20	1.96	28.9	15.6	1981.4	24.0	
4160	083	10/01/2003	3.5	3.5	Meas	4.5		15.0	148.40	2.95	31.5	19.2	2121.7	10.0	
4160	234	02/10/2004	10	10	Est	4.8		13.4	65.20	.689	17.3	6.64	1097.1	8.0	
4160	327	04/15/2004	50	50	Est	4.7		13.6	106.00	.627	22.6	12	1214.4	20.0	
4160	451	07/12/2004	2	2	Est	4.4		11.2	124.00	1.47	21.3	7.67	1392.2	<3	
4160	542	10/14/2004	15	15	Est	4.8		16.4	70.80	1.47	21.3	7.67	1392.2	<3	
4160	593	12/08/2004	3	3	Est	4.8		17.8	-28.20	2.75	26.2	9.21	1408.5	10.0	
4160	614	01/10/2005	20	20	Est	5.0		16.2	69.40	1.94	26.5	7.5	1712.6	12.0	
4160	655	02/01/2005	8	8	Meas	4.7		12.6	87.80	1.07	22.1	9.13	1541.6	8.0	
4160	731	04/04/2005	8	8	Meas	4.8		13.8	103.00	1.07	22.2	13.1	1352.1	14.0	
4160	836	05/11/2005	2.5	2.5	Meas	4.6		14.4	183.60	1.44	32.1	15.7	1507.8	18.0	
4160	898	07/13/2005	1.3	1.3	Meas	4.9		15.8	71.60	4.08	27.8	10.6	2410.2	20.0	
4160	047	01/19/2006	8	8	Meas	4.8		13.4	83.00	1.15	25.4	10.1	2258.4	40.0	
4160	150	04/19/2006	2.5	2.5	Meas	4.3		9.8	391.00	1.35	45	50.2	2044.9	12.0	
4160	236	07/06/2006	.4	.4	Meas	4.6		9.8	124.00	5.464	47.339	7.834	1493.4	48.0	
4160	000	09/19/2006	0	0	Est										
4160	000	10/02/2006	0	0	Est										
4160	435	01/23/2007	5	5	Est	4.5		11.2	133.60	1.48	24.1	14.2	1745.0	6.0	

Discharge MD2

DATE	FLOW	SAMPLE #	PH	SPEC COND	ALKALINITY	ACIDITY	IRON	MANG	ALUM	SULFATES	TSS
5/11/2005	2.00	4160834	4.2		5.4	81.6	0.3	7.28	4.4	258	3
9/22/2004	3.00	4160513	4.5		8.2	76	0.312	5.96	3.28	263	3
7/25/1985	2.00	4128258	6.3		60	0	0.3	0.115	0.5	88	4
3/29/1985	2.00	Company Sample	5.78	342	18	2	0.05	0.05		80	14