

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

Rockwood Casualty Insurance	:	Sherpa Mining Contractors
Company	:	Solar Mine, SMP #56970104
654 Main Street	:	Cook Mine, SMP #56080102
Rockwood, PA 15557	:	Lunar Mine, SMP #56050102
	:	Burns Mine, SMP #56080106
	:	Burgess #2 Mine, SMP # 56950111
	:	Brubaker Mine, SMP #56920106
	:	
	:	Shade and Quemahoning Townships,
	:	Somerset County

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 17th day of May, 2021, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”) and Rockwood Casualty Insurance Company (“Rockwood”).

FINDINGS

The Department has found and determined the following findings which Rockwood agrees are true and correct:

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 et seq. (“Surface Mining Act”); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. § 691.1 et seq. (“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. Sherpa Mining Contractors, Inc. (“Sherpa”) is a Pennsylvania corporation with a last known business address of 337 Benny Rd, Hooversville, PA 15936, whose business included the mining of coal by the surface method.

- C. The principal and sole officer of Sherpa is Andrew J. Hewitson, President.
- D. At all times material hereto, Sherpa was authorized to conduct surface mining in Pennsylvania pursuant to Surface Mine Operator's License No. 1231, which is now expired.
- E. Sherpa conducted surface mining of coal in the Commonwealth under the following surface mining permits:

NAME	PERMIT NUMBER	MUNICIPALITY	COUNTY
Solar Mine	56970104	Shade	Somerset
Cook Mine	56080102	Shade	Somerset
Lunar Mine	56050102	Shade	Somerset
Burns Mine	56080106	Quemahoning	Somerset
Burgess #2 Mine	56950111	Shade	Somerset
Brubaker Mine	56920106	Shade	Somerset

F. In mid-2018, Sherpa ceased mine operations, including the removal of coal on all of the Sherpa surface mining permits subject to this Consent Order and Agreement, abandoned its permitted mine sites, and has been unresponsive to correspondence from the Department.

G. Reclamation has been completed on the Lunar Mine which is eligible for Stage 3 bond release; however, the remaining mine sites require additional reclamation activities ranging from tire removal and tree planting to the full spectrum of reclamation requirements required under the Surface Mining Act.

H. Rockwood is a Pennsylvania corporation whose business includes, among other things, the issuance of reclamation surety bonds for surface mining operations in Pennsylvania. Rockwood's business address is 654 Main Street, Rockwood, Pennsylvania 15557.

I. In support of, and as a condition to, the Department's issuance of the surface mining permits identified in Paragraph E, above, Rockwood posted the following reclamation surety

bonds on behalf of Sherpa, which provide financial assurance for reclamation of the Sherpa Mine Sites:

NAME	PERMIT NUMBER	BOND INSTRUMENT ID	BOND AMOUNT
Solar Mine	56970104	ISM2158	\$203,490
Cook Mine	56080102	ISM2631	\$146,982
Lunar Mine	56050102	ISM2664	\$6,180
Burns Mine	56080106	ISM2648 ISM2788 ISM3213 ISM3402	\$566,494
Burgess #2 Mine	56950111	ISM0209	\$532,000
Brubaker Mine	56920106	ISM3417	\$189,932

J. The Department issues Land Reclamation Financial Guarantees (“LRFG”) for mine sites pursuant to 25 Pa. Code § 86.162b. The Department issued the following Land Reclamation Financial Guarantees to Sherpa for the Burgess #2 and Brubaker Mines:

NAME	PERMIT NUMBER	CLB INSTRUMENT NO	BOND AMOUNT
Burgess #2 Mine	56950111	484097CFG	\$393,608
Brubaker Mine	56920106	4840110CFG	\$74,410

K. By correspondence dated August 16, 2018, the Department notified Sherpa and Rockwood of its intent to suspend Sherpa's surface mining license and forfeit the bonds posted on the Burns, Cook, and Burgess #2 Mines. By correspondence dated October 1, 2018, the Department notified Sherpa and Rockwood of its intent to suspend the surface mining permit and forfeit the bonds posted on the Solar Mine. By correspondence dated October 10, 2018, the Department notified Sherpa and Rockwood of its intent to suspend the surface mining permit and forfeit the bonds posted on the Brubaker Mine.

L. The Department's action in issuing the above-referenced letters was based upon Sherpa's outstanding violations of the Surface Mining Act, the Clean Streams Law, and the rules and regulations promulgated thereunder, including but not limited to: failure to backfill concurrently with mining; failure to return disturbed areas to their approximate original contour; failure to properly design, construct and maintain adequate erosion and sedimentation controls; failure to properly design, construct and maintain dams, ponds, embankments and impoundments; failure to properly design, construct or maintain treatment facilities; failure to make monthly payments for civil penalties under Consent Order and Agreement dated September 22, 2017; failure to pay premiums on financial guarantees, and; failure to comply with an order of the Department.

M. Rockwood does not intend to appeal the Department's forfeiture action because of the Agreement set forth herein.

N. The last bond release on the Lunar Mine was issued on January 8, 2015, leaving a remaining balance of \$6,180 pending the five-year vegetative success rate required for final bond release. The five-year growing period has been successfully reached and the remaining Lunar Mine reclamation bond is eligible for release.

O. Under Section 4h of the Surface Mining Act, 52 P.S. § 1396.4h, a corporate surety issuing bonds that are forfeited by the Department shall have the option of reclaiming the forfeited site(s) upon the consent and approval of the Department.

P. In accord with the terms set forth below, Rockwood has agreed to a voluntary forfeiture of all of the reclamation surety bonds listed in Paragraph I, above and has elected to reclaim the Solar, Burns, Burgess #2, and Brubaker Mine Sites ("Sherpa Mine Sites") by conducting and funding certain reclamation activities in cooperation with, and financial contribution from, the Department as described herein by engaging engineering and related

professionals to analyze and document existing site conditions requiring remedial work; developing reclamation plans based on existing site conditions; developing bid documents and soliciting qualified contractors, and; coordinating, conducting and funding the reclamation activities as detailed herein.

Q. As identified in Paragraphs I and J above, Rockwood issued corporate surety reclamation bonds and the Department issued Land Reclamation Financial Guarantees, both of which provide financial assurance for reclamation of mine sites and establish a co-surety relationship between the Department and Rockwood. Rockwood and the Department have agreed to cooperate to fund the Reclamation Plans as described herein.

R. To effectively accomplish reclamation activities on the Sherpa Mine Sites, Rockwood and the Department have agreed to combine the financial assurance amounts in accord with the framework described below for contracting and conducting the work described in the approved mine reclamation plans for the individual mine sites.

S. Reclamation Plans for completion of the reclamation at the Solar, Burgess #2, Brubaker, and Burns Mine Sites have been submitted to and reviewed by the Department and are hereby approved as part of this Consent Order and Agreement, incorporated herein and attached, respectively, as Exhibit A (Solar Mine), Exhibit B (Burgess #2 Mine), Exhibit C (Brubaker Mine), and Exhibit D (Burns Mine).

T. As part of the Burns Mine Reclamation Plan, the Department entered into a Consent Order and Agreement with PBS Coals, Inc. ("PBS") dated September 15, 2020 whereby PBS agreed to construct the "Highwall Drain" portion of the Burns Mine Reclamation Plan under the Department's Reclamation in Lieu of Cash Payment for Civil Penalties program. PBS has completed installation of the Highwall Drain to the Department's satisfaction.

U. The Burgess #2 Mine site has a post-mining drainage discharge that is currently treated by a combined active and passive mine drainage treatment system. Sherpa established an irrevocable Trust with Somerset Trust Company to secure Sherpa's obligation to provide financial assurance for operation and maintenance of the Burgess #2 treatment system. However, Sherpa failed to fund the Trust as required pursuant to a Post-Mining Treatment Trust Consent Order and Agreement between Sherpa and the Department dated January 24, 2018. A long-term post-mining treatment trust will be established and funded, as described herein, by Rockwood for the operation and maintenance of the Burgess #2 treatment system by the Department.

V. Reclamation of the Sherpa Mine Sites can be accomplished more expeditiously and cost effectively by Rockwood under this Consent Order and Agreement than it could if the Department forfeited and collected the bonds.

W. The Department and Rockwood desire to address the reclamation issues and avoid the need for litigation concerning principles of surety law, bond forfeiture, and collections and, therefore, enter into this Consent Order and Agreement.

X. Pursuant to this Consent Order and Agreement, Rockwood will perform the reclamation activities described herein, Rockwood and the Department will fund the reclamation activities described herein, and the Department will irrevocably waive collection of Rockwood's bonds according to the terms described herein.

ORDER AND AGREEMENT

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 desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Rockwood as follows:

1. **Authority.** 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; Sections 4.2 and 4.3 of the Surface Mining Act, 52 P.S. §§ 1396.4b and 1396.4c; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings.**

a. Rockwood agrees that the findings in Paragraphs A through X are true and correct and, in any matter or proceeding involving Rockwood and the Department, Rockwood 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. **The Bonds/Co-Surety Obligations.**

a. Rockwood voluntarily consents to the forfeiture of the surety bonds posted by Rockwood listed in Paragraph I, above.

b. The surety bonds referenced in Paragraph I, above are hereby declared forfeit and final.

c. Rockwood shall not appeal the forfeiture.

d. Rockwood will provide proof that landowners and landowners adjacent to the surface mining permits on the Solar, Burns, Burgess #2, and Brubaker Mine sites have been notified that reclamation has been completed and have been given thirty (30) days to comment on

any deficiencies to the Department. If the Department determines that any additional reclamation work is needed, it shall be accomplished by Rockwood within ninety (90) days of notice by the Department.

e. As is more fully described in Paragraph 7, below, the Department will release or waive collection of the Rockwood surety bonds posted on the Sherpa Mine Sites, on a site by site basis, within thirty (30) days after the close of the landowner comment period, or within thirty (30) days after the completion of any additional reclamation work, whichever comes first.

f. The Department agrees that the Land Reclamation Financial Guarantees referenced in Paragraph H, above have been declared forfeit, and the Department will contribute \$360,000, as authorized under 25 Pa. Code § 86.162b, to fund the reclamation activities as described in the Reclamation Plans attached to this Consent Order and Agreement (“Department Contribution”).

g. Rockwood agrees to pay all costs relating to implementation of the Reclamation Plans for the Solar, Burns, Burgess #2 and Brubaker Mine sites, and fund the Sherpa Trust established for the Burgess #2 Mine treatment system in the amount of \$350,000. Such costs include, but are not limited to engineering, bidding and reclamation activities.

4. **Reclamation Plans and Schedule.**

a. The Reclamation Plans for the Sherpa Mine Sites, as described in Paragraph S above, and attached hereto as Exhibits A-D, have been designed and developed by an independent and licensed Pennsylvania Professional Mining Engineer (“Engineer”) with extensive experience in mine land reclamation, the Surface Mining Act and surety reclamation projects. The Reclamation Plans are hereby approved by the Department and incorporated herein as an obligation of Rockwood under this Consent Order and Agreement.

b. With the Department's consent, the Reclamation Plans may include or be amended to include, but not limited to proposed land use changes, grade changes, or requests for retention of ponds, ditches or other facilities to remain as permanent structures if accompanied by landowner consents on forms approved by the Department.

c. The Reclamation Plans comprise Rockwood's full and total obligation regarding reclamation of the Sherpa Mine Sites subject to this Consent Order and Agreement, as authorized by Section 4h of the Surface Mining Act.

d. With the exception of tree planting as described in the attached Reclamation Plans, Rockwood shall contract to complete the construction and reclamation activities at the Solar, Burns, Burgess #2 and Brubaker Mine sites, pursuant to the approved Reclamation Plans, by no later than June 22, 2022, unless a later date is agreed to by both parties.

5. **Treatment Trust.** Rockwood has executed a Participation Agreement with the Clean Streams Foundation, Inc. establishing an irrevocable trust, to be known as the Sherpa Treatment Trust ("Sherpa Trust"), as a sub-account under the Clean Streams Foundation, Inc. Master Trust. Rockwood shall contribute \$350,000 to the Sherpa Trust within thirty (30) days following reclamation of the Burgess # 2 Mine site and the Department's release of the surety reclamation bonds posted for the Burgess #2 surface mining permit. The Sherpa Trust will provide financial resources to the Department and citizens of the Commonwealth to maintain and operate the treatment system on the Burgess #2 Mine site. The Participation Agreement establishing the Sherpa Trust is attached as Exhibit E.

6. **Reclamation Plan Contracting and Payments.**

a. **Reclamation Contractors.** Rockwood will solicit, select, contract for and coordinate reclamation contractor activities with the cooperation and approval of the Department. Bids will be sought from qualified contractors with experience in mine reclamation and contracts

will be awarded based on the most responsive bid considering availability, required equipment, financial stability, cost and other relevant factors. Reclamation contracts shall contain standard construction terms and conditions, including, for those projects exceeding 30 days, a Progress Payment schedule and terms requiring verification of progress by an independent engineer and the Department.

b. Rockwood will pay its portion of any Reclamation Contractor invoice in accord with the following procedure: Upon receipt of a reclamation contractor invoice, Rockwood will compile relevant documentation related to each task and forward it to the Department for field verification of reclamation progress. Within thirty (30) days of receipt of written approval of the work by Rockwood's Engineer and the Department representative, as evidenced by a project Progress Certificate, Rockwood will pay the Engineer's fees and full contractor progress payment amount minus retainage or the amount required to finish revegetation, if applicable.

c. The Department will pay Rockwood 50% of the Department Contribution (\$180,000) upon funding of the Treatment Trust by Rockwood. Upon completion of all reclamation tasks, excluding the one hydrologic year revegetation success period, the Department will pay Rockwood the remaining 50% of the Department Contribution (\$180,000).

d. Prior to demobilization by Rockwood's reclamation contractor, and with at least five (5) working days' notice from Rockwood, the Department will conduct a final inspection to determine whether the work performed at the Solar, Burns, Burgess #2, and Brubaker Mine sites is consistent with the Reclamation Plans. If not, the inspector will advise Rockwood of any deficiencies to be corrected and shall re-inspect the mine site(s) upon completion.

7. **Bond Payment, Waiver of Bond Collection, and Release of Bond.**

a. **Cook Mine.** Within thirty (30) days of execution of this Consent Order and Agreement, Rockwood will pay to the Department the forfeited Cook Mine surety

reclamation bond in the amount of \$146,982.

b. **Lunar Mine.** The Department hereby agrees to waive collection of the Lunar Mine surety reclamation bond in the amount of \$6,180 and will send a formal waiver of bond collection notice to Rockwood within thirty (30) days of execution of this consent Order and Agreement.

c. **Solar, Burgess #2, Brubaker, and Burns Mines.** Following completion of the reclamation Tasks set forth in the Reclamation Plans attached hereto, Rockwood may request bond waiver on the Solar, Burgess #2, Brubaker, and Burns Mine sites. The Department will waive collection of the Rockwood reclamation surety bonds in accordance with the Schedule of Bond Waivers attached as Exhibit F within thirty (30) days following successful completion of the Tasks or Project completion and acceptance by the Department, or within thirty (30) days after the completion of any additional reclamation work. For sites requiring revegetation, the Schedule of Bond Waivers requires one (1) hydrologic year following planting to demonstrate successful stabilization of the site and 70% revegetation and tree planting success. Before releasing the final portion of the surety bonds on the Solar, Brubaker, Burgess #2, and Burns Mine sites, the Department will conduct a final inspection to determine whether the site is stabilized and the 70% vegetative and tree planting standards, as defined by 25 Pa. Code §87.155, are met.

d. The Department's waiver of collection of the reclamation surety bonds identified in Paragraph I, above, and in accordance with this Consent Order and Agreement is in full consideration of Rockwood's implementation of the approved Reclamation Plans set forth herein.

8. **Limitation of Liability.** Rockwood's performance of the reclamation obligations under this Consent Order and Agreement shall be in Rockwood's role solely as a surety consistent with the laws of suretyship. For purposes of this Consent Order and Agreement, Rockwood shall

not, by virtue of this Consent Order and Agreement or any of its contractor's activities hereunder: (i) be deemed an "owner or controller," "operator of a surface mine" or an "occupier of land" or a party related to Sherpa under Section 315 or 316 of the Clean Streams Law, 35 P.S. §§ 691.315 or 691.316, or under the Surface Mining Act, or any regulations promulgated thereunder; or (ii) be deemed to have assumed any liabilities or obligations of Sherpa, except to the extent expressly set forth in this Consent Order and Agreement. This Consent Order and Agreement is not intended to create rights in any party other than the parties who have signed this Consent Order and Agreement below.

9. **Additional Remedies.**

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

b. The remedies provided by this paragraph 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.

10. **Notice; Collection.**

a. If the Department determines that Rockwood has failed to comply in a timely manner with any requirements of this Consent Order and Agreement, the Department shall give written notice to Rockwood stating in detail in what respect(s) Rockwood has failed to comply with these requirements. Rockwood shall reply to the Department in a timely manner, but in no event later than thirty (30) days after receipt of the notice, and identify actions Rockwood has taken and/or proposes to take, if any, to address the Department's concerns, including a proposed schedule of work.

b. The Department agrees that it will not seek to collect all or any portion of

Rockwood's bonds prior to following the procedure set forth in Paragraph 9.a above.

11. **Reservation of Rights.** Subject to paragraph 4. c, above, the Department reserves the right to require additional measures to achieve compliance with applicable law. Rockwood reserves the right to challenge any action which the Department may take to require those measures.

12. **Liability of Rockwood.** Rockwood 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. Rockwood also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

13. **Transfer of Sites.** 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 Sherpa Mine Sites referenced herein, or any part thereof.

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

District Mining Manager
Pennsylvania Department of Environmental Protection
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931
(814) 472-1900
(814) 472-1898 (FAX)

with a courtesy copy to:

Robyn Katzman Bowman
Assistant Counsel
Department of Environmental Protection
Southcentral Regional Office
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200
(717) 787-8790
(717) 772-2400 (FAX)

15. **Correspondence with Rockwood.** All correspondence with Rockwood concerning this Consent Order and Agreement shall be addressed to:

Rockwood Casualty Insurance Company
Randall Livingston, CPA (*inactive*)
654 Main Street
Rockwood, PA 15557
(814) 926-5275

with a courtesy copy to:

William T. Gorton III, Esq.
Stites & Harbison PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507
(859) 226-2241

Rockwood 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.

16. **Force Majeure.**

a. In the event that Rockwood 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 Rockwood's control and which Rockwood, by the exercise of all reasonable diligence, is unable to prevent, then Rockwood 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 Rockwood's control. Rockwood'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. Rockwood shall only be entitled to the benefits of this Paragraph if it notifies the Department within five (5) 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 an 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 Rockwood 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. Rockwood'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 Rockwood and other information available to the Department. In any subsequent litigation, Rockwood 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.

17. **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.

18. **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.

19. **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.

20. **Modifications.** 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.

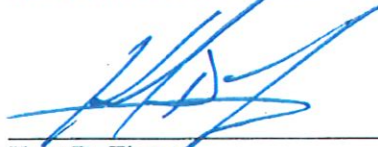
21. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

22. **Decisions Under the Consent Order and Agreement.** With the exception of any determinations by the Department under Paragraph 7 of this Consent Order and Agreement (i.e., waiver of collection of Rockwood's Bonds), any decision or determination 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 Rockwood may have to the decision will be preserved until the Department enforces this Consent Order and Agreement. In the event of any appeal of a determination by the Department under Paragraph 7 of this Consent Order and Agreement, the Department agrees not to take action to collect Rockwood's bonds unless and until the appeal is resolved in favor of the Department.

23. **Execution of Agreement.** This Consent Order and 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.

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 Rockwood 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 Rockwood; that Rockwood consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that Rockwood 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, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. Signature by Rockwood's attorney certifies only that the Agreement has been signed after consulting with counsel. Signature by the Comptroller of the Department certifies the availability of Land Reclamation Financial Guarantee Funds.

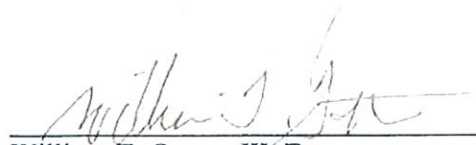
**FOR ROCKWOOD CASUALTY
INSURANCE COMPANY:**



Kurt D. Tipton
President




Andrew W. Romesburg
Chief Financial Officer



William T. Gorton III, Esq.
Stites & Harbison
Counsel for Rockwood Casualty Insurance Co.

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



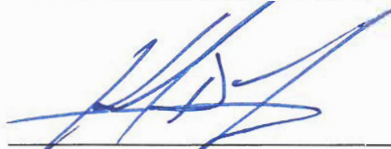
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District Mining Manager

Anna Maria Kiehl
Comptroller for Department of
Environmental Protection

Robyn Katzman Bowman
Assistant Counsel
Southcentral Region Office of Chief Counsel

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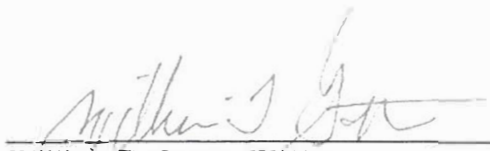
**FOR ROCKWOOD CASUALTY
INSURANCE COMPANY:**



Kurt D. Tipton
President



Andrew W. Romesburg
Chief Financial Officer



William T. Gorton III, Esq.
Stites & Harbison
Counsel for Rockwood Casualty Insurance Co.

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

David Thomas
District Mining Manager

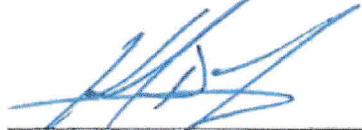


Brian T. Lyman
Comptroller for Department of
Environmental Protection

Robyn Katzman Bowman
Assistant Counsel
Southcentral Region Office of Chief Counsel

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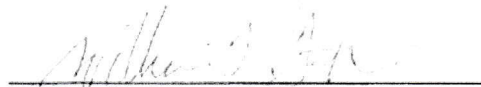
**FOR ROCKWOOD CASUALTY
INSURANCE COMPANY:**



Kurt D. Tipton
President



Andrew W. Romesburg
Chief Financial Officer



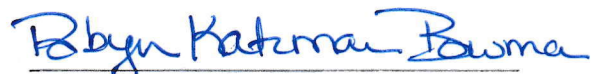
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**FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION**



David Thomas
District Mining Manager

Anna Maria Kiehl
Comptroller for Department of
Environmental Protection



Robyn Katzman Bowman
Assistant Counsel
Southcentral Region Office of Chief Counsel

EXHIBIT A

Solar Mine Reclamation Plan
SMP NO. 56970104

SMP# 56970104 – Solar Mine
Shade Township, Somerset County

TASK NO. SO1 – REMOVAL OF TIRES

This task consists of furnishing all labor and equipment and performing all operations in association with the removal and disposal of seven (7) abandoned equipment tires from the entrance area to the site. The abandoned tires shall be removed from the site and either disposed of in an approved landfill or delivered to a recycling location. None of the abandoned tires may be disposed of on site, by burying in the grading or reclamation area.

TASK NO. SO2 – SEDIMENTATION & TREATMENT POND REMOVAL

This task consists of furnishing all materials, labor and equipment and performing all operations in association with the removal of Sedimentation Pond SP-2 and associated ditches, approximately 550' in length, and two associated treatment ponds, located on the James Saylor property as illustrated on Exhibit SO-A. Any impounded water is to be drained by pumping, grading a channel, or placing a temporary pipe conduit in the natural direction of flow, before grading operations within the impoundment area begin. All discharges from dewatering operations shall be directed to existing drainage ways, adjacent to or downstream from the impoundment. The dewatering operation shall be performed at a controlled rate that will prevent downstream flooding, erosion of the existing stream channels, transportation of sediment outside the project area and damage to the aquatic life and habitat. Following removal of the pond and ditches, all affected areas are to then be limed, fertilized and planted with a mixture of legumes, grasses, trees and mulched. Lime shall be applied at the rate of 2 tons/acre and 10-20-20 fertilizer at the rate of 400 lbs/acre. Seeding shall be at the rate of 37 pounds per acre (Orchard grass, 5 lb., White Clover, 3 lb., Switchgrass 4 lb., Birdsfoot Trefoil 5 lb., Perennial Ryegrass, 10 lb., Annual Ryegrass, 5 lb. & Timothy, 5 lb.) and hay or straw mulch at the rate of two (2) tons per acre. Grass shall be planted to achieve the success standard of 70% vegetative ground cover. Trees shall be planted as per Task SO3.

TASK NO SO3 - TREE PLANTING

This site has generally been backfilled and planted with grasses. There is a an approximate 8.0 acre area upslope of Sedimentation Pond SP-2 that will require planting of trees as depicted on Exhibit SO-A. Assuming 8.0 acres of area at a planting rate of 680 trees/acre would require approximately 5,400 trees. Trees shall be planted from a mix of the following:

Austrian Pine
Red Pine
Norway Spruce
White Pine
White Spruce
Tulip Poplar
Bristly Locust (Limited quantity)

A mix of the following hardwoods: Sugar Maple, Chestnut Oak, Black Cherry and Big Tooth Aspen, will be planted at the rate of 10 to 15 trees per acre randomly across the site. Blight resistant American Chestnut are to be planted at 5-10 trees/acre if available. Trees shall be planted to achieve the success standard of a minimum of 400 surviving trees per acre, one year after planting.

EXHIBIT B

Burgess #2 Mine Reclamation Plan
SMP NO. 56950111

SMP# 56950111 – Burgess #2 Mine
Shade Township, Somerset County

TASK NO. BU1 – SEDIMENTATION POND REMOVAL

This task consists of furnishing all materials, labor and equipment and performing all operations in association with the removal of Sedimentation Pond SP-5 and associated ditches, approximately 130' in length, located on the Wilmore Coal Co. property, as illustrated on Exhibit BU-A. Any impounded water is to be drained by pumping, grading a channel, or placing a temporary pipe conduit in the natural direction of flow, before grading operations within the impoundment area begin. All discharges from dewatering operations shall be directed to existing drainage ways, adjacent to or downstream from the impoundment. The dewatering operation shall be performed at a controlled rate that will prevent downstream flooding, erosion of the existing stream channels, transportation of sediment outside the project area and damage to the aquatic life and habitat. Following removal of the pond and ditches, all affected areas are to then be limed, fertilized and planted with a mixture of legumes, grasses, trees and mulched. Lime shall be applied at the rate of 2 tons/acre and 10-20-20 fertilizer at the rate of 400 lbs/acre. Seeding shall be at the rate of 37 pounds per acre (Orchard grass, 5 lb., White Clover, 3 lb., Switchgrass 4 lb., Birdsfoot Trefoil 5 lb., Perennial Ryegrass, 10 lb., Annual Ryegrass, 5 lb. & Timothy, 5 lb.) and hay or straw mulch at the rate of two (2) tons per acre. Grass shall be planted to achieve the success standard of 70% vegetative ground cover. Trees shall be planted from a mix of the following:

- Austrian Pine
- Red Pine
- Norway Spruce
- White Pine
- White Spruce
- Tulip Poplar
- Bristly Locust (Limited quantity)

EXHIBIT C

Brubaker Mine Reclamation Plan
SMP NO. 56920106

SMP# 56920106 – Brubaker Mine
Shade Township, Somerset County

TASK NO. BR1 – BACKFILLING OF PITS AND HIGHWALLS

This task consists of furnishing all labor, equipment and materials and performing all excavations and placement of fill. Existing on-site spoil will be backfilled into the pit areas and contoured to approximate original contour (AOC) and blended into the surrounding topography creating positive drainage. The existing highwalls will be completely eliminated. Spoil handling procedures will ensure that material best suited for surface placement, in support of successful vegetative growth, shall be identified, separated, and stockpiled for final cover. Exhibit BR-A illustrates the entire site and related reclamation plan features, while Exhibit BR-B, a larger scale map of the actual pit, highwall, and excavation areas, presents the general AOC grading and final drainage plan.

TASK NO. BR2 – REVEGETATION

This task consists of furnishing all labor, equipment, and materials to revegetate the project site. Approximately 22.5 acres of land, as illustrated on Exhibit BR-A, will be revegetated with grasses. The Contractor will conduct soil analysis of the final grade material, as addressed in Task BR1, at the rate of one sample per every seven (7.0) acres to be seeded. For all areas affected, the work shall consist of preparation of the seedbed, furnishing and placing pulverized agricultural limestone and fertilizer, at rates based on the soil tests from the site, and seed applied at the rate of 37 pounds per acre (Orchard grass, 5 lb., White Clover, 3 lb., Switchgrass 4 lb., Birdsfoot Trefoil 5 lb., Perennial Ryegrass, 10 lb., Annual Ryegrass, 5 lb. & Timothy, 5 lb.) and hay or straw mulch at the rate of two (2) tons per acre. Grass shall be planted to achieve the success standard of 70% vegetative ground cover

TASK NO. BR3 - TREE PLANTING

Approximately 15.0 acres of this site has previously been backfilled and already planted with grasses. The remaining 22.5 acres to be reclaimed will require planting of trees. Thus, approximately 37.5 acres on the Gary Boroski property will require planting of trees. Assuming 37.5 acres of area at a planting rate of 680 trees/acre would require approximately 25,500 trees. Trees will be planted during the next planting season.

Trees shall be planted from a mix of the following:

- Austrian Pine
- Red Pine
- Norway Spruce
- White Pine
- White Spruce
- Tulip Poplar
- Bristly Locust (Limited quantity)

A mix of the following hardwoods: Sugar Maple, Chestnut Oak, Black Cherry and Big Tooth Aspen, will be planted at the rate of 10 to 15 trees per acre randomly across the site. Blight resistant American Chestnut are to be planted at 5-10 trees/acre if available. Trees shall be planted to achieve the success standard of a minimum of 400 surviving trees per acre, one year after planting.

Albert J. Stiles has acknowledged a land use change from forestland to unmanaged natural habitat and therefore, no trees will be required to be planted on the Stiles, formerly Cooney Bros. Coal Co. property. A letter from Mr. Stiles is attached as Exhibit BR-C.

TASK NO. BR4 — EXISTING SEDIMENTATION PONDS

There are three remaining Sediment Ponds, SP-1, SP-2 and SP-3, on the permitted site. As discussed below, one will remain for continued wildlife habitat while the others will be removed. They are identified on Exhibit BR-A.

A. SP-1 Hooversville Borough – Permanent Impoundment

Hooversville Borough owns the property on which SP-1 is located and, like the access road as described below in Task BR-5, has agreed to have Sedimentation Pond SP-1 remain in place as a permanent structure on their property. Exhibit BR-D, "Pond And Access Road Retention Agreement", from the Borough addresses SP-1, requesting that it remain in place, subject to a few conditions.

B. SP-2 And SP-3 Removal

This task consists of furnishing all labor, equipment, and materials to remove, grade, and revegetate the two existing Sedimentation Pond areas. The two Sedimentation Ponds, SP-2 and SP-3, as depicted on Exhibit BR-A, are to be removed and the areas graded to blend with the surrounding contours. Any pond containing impounded water is to be drained by pumping, grading a channel or placing a temporary pipe conduit in the natural direction of flow, before grading operations within the impoundment area begin. All discharges

from dewatering operations shall be directed to the existing drainage ways, adjacent to or downstream from the impoundment. The dewatering operation shall be performed at a controlled rate that will prevent downstream flooding, erosion of the existing stream channels, transportation of sediment outside the project area and damage to the aquatic life and habitat. All area affected during removal of the sedimentation ponds shall be limed, fertilized, seeded, mulched as per the soil amendments and seeding mixtures outlined in Task BR2 – Revegetation.

TASK NO. BR5 – REGRADING OF EXISTING ACCESS ROAD

Hooversville Borough owns the property on which the former mine access road is located and as identified on Exhibit BR-A. The approximately 1,400' long road is used to access additional publicly owned acreage further up-gradient. The Borough has requested that the road be retained. See Exhibit BR-D, "Pond And Access Road Retention Agreement", from the Borough requesting that the road remain in place subject to certain maintenance activities, described as follows:

This task consists of furnishing all materials, labor and equipment and performing all operations in association with the grading of the access road from T-717 on the Hooversville Borough property. Roadway to be graded utilizing existing materials and to provide adequate drainage controls, (i.e. roadside ditches or diversion cutouts) as illustrated on Exhibit BR-E. Upon completion of the grading work, any affected areas adjacent to the roadway to be limed, fertilized, seeded with a mixture of legumes and grasses and mulched as per the soil amendments and seeding mixtures outlined in Task BR2 – Revegetation.

EXHIBIT D

Burns Mine Reclamation Plan
SMP NO. 56080106

SMP# 56080106 – Burns Mine
Shade & Quemahoning Townships, Somerset County

TASK NO. BY1 – BACKFILLING OF PITS AND HIGHWALLS

This task consists of furnishing all labor, equipment and materials and performing all excavations and placement of fill. Existing on-site spoil will be backfilled into the pit areas and contoured to approximate original contour (AOC) and blended into the surrounding topography creating positive drainage. Edwin Burns has agreed to having a terrace incorporated into the final grade at approximately mid slope as shown on the plan. The existing highwalls will be completely eliminated. Spoil handling procedures will ensure that material best suited for surface placement, in support of successful vegetative growth, shall be identified, separated, and stockpiled for final cover. Exhibit BY-A illustrates the entire site and related reclamation plan features. There is a single pit on site to be backfilled with an estimated volume of approximately 271,000 cubic yards. The coal located at the two stockpile areas shown on Exhibit BY-A is not to be buried on site, but is to be removed from the site and may be sold at the contractor's discretion. A portable steel water treatment tank located adjacent to Treatment Ponds TF-2 on the Burns property is also to be removed from the site by the contractor.

TASK NO. BY2 – REVEGETATION

This task consists of furnishing all labor, equipment, and materials to revegetate the project site. Approximately 51.0 acres of land, as illustrated on Exhibit BY-A, will be revegetated with grasses. The Contractor will conduct soil analysis of the final grade material, as addressed in Task BY1, at the rate of one sample per every seven (7.0) acres to be seeded. For all areas affected, the work shall consist of preparation of the seedbed, furnishing and placing pulverized agricultural limestone and fertilizer, at rates based on the soil tests from the site, and seed applied at the rate of 37 pounds per acre (Orchard grass, 5 lb., White Clover, 3 lb., Switchgrass 4 lb., Birdsfoot Trefoil 5 lb., Perennial Ryegrass, 10 lb., Annual Ryegrass, 5 lb. & Timothy, 5 lb.) and hay or straw mulch at the rate of two (2) tons per acre. Grass shall be planted to achieve the success standard of 70% vegetative ground cover

TASK NO. BY3 - TREE PLANTING

The 51.0 acres to be reclaimed, excluding the reclamation terrace, will require planting of trees. With the exclusion of the terrace, approximately 49.0 acres of area at a planting rate of 680 trees/acre would require approximately 33,300 trees. Trees will be planted during the next planting season.

Trees shall be planted from a mix of the following:

- Austrian Pine
- Red Pine
- Norway Spruce
- White Pine
- White Spruce
- Tulip Poplar
- Bristly Locust (Limited quantity)

A mix of the following hardwoods: Sugar Maple, Chestnut Oak, Black Cherry and Big Tooth Aspen, will be planted at the rate of 10 to 15 trees per acre randomly across the site. Blight resistant American Chestnut are to be planted at 5-10 trees/acre if available. Trees shall be planted to achieve the success standard of a minimum of 400 surviving trees per acre, one year after planting.

TASK NO. BY4 - EXTENSION OF EXISTING HIGHWALL DRAINS

This task consists of furnishing all materials, labor and equipment and performing all operations in association with the installation of two drains, to carry the outfall from the existing highwall drains HD-1 and HD-2 to collection ditches CD-2A and CD-2 on the Burns property. The drain extensions are approximately 250' and 400' respectively in length. The drains will each be a 6" Schedule 40 PVC pipe installed in a trench excavated to a depth of 18". Each trench is to be backfilled with the excavated material and topsoil. The drains will be constructed across the reclaimed area in the approximate locations, as shown on Exhibit BY-A, and will outlet into Sedimentation Ditch CD-2A where they will be directed to Sedimentation Pond SP-2. Dumped rip rap, is to be installed at the outlet of each drain extension where they enter the existing collection ditch. Once reclamation of the spoil adjacent to Collection Ditch CD-2A is completed, and the two drain extensions installed, the contractor shall check the ditch and conduct any work as needed to insure positive drainage to Sedimentation Pond SP-2.

TASK NO. BY5 – ACCESS ROAD GRADING

At the conclusion of reclamation work on this permit area, the existing access road on the Charles Yonish property as shown on Exhibit BY-B is to be left in a condition suitable for personal vehicle travel. This task consists of furnishing all materials, labor and equipment and performing all operations in association with the grading of the access road while maintaining all existing culverts and drainage controls. An earthen berm will be installed across the existing access road at or near the property line between Charles Yonish and Edwin Burns to block access to the Yonish property from the east. At the existing access road juncture with SR-403, an earthen berm will be installed from north to south, across approximately one half of the current entrance, and a 12' wide gate will be installed across the remaining entrance area to provide controlled access to the property. Upon completion of the grading work, any affected areas adjacent to the roadway, including the two constructed berms, are to be limed, fertilized, seeded with a mixture of legumes and grasses and mulched.

TASK NO. BY6 — EXISTING SEDIMENTATION POND MODIFICATION

Edwin Burns has agreed to have Sedimentation Pond SP-2 and associated ditches and Treatment Ponds TF-2 remain as permanent structures on his property.

Collection Ditch CD-1 will remain on the Burns property to direct runoff to Sedimentation Pond SP-1 on the Charles Yonish property.

Charles Yonish has agreed to have Sedimentation Pond SP-1 and its associated ditches, and the adjoining set of two treatment ponds, remain as permanent structures on his property. The path from the existing property access road down to Sedimentation Pond SP-1 as shown on Exhibit BY-B, will be graded and improved so as to provide for personal vehicle access to the pond. The 15" diameter principle spillway pipe in the northeast corner of Sedimentation Pond SP-1 is to be raised by approximately 18", to an elevation just below the existing emergency spillway, in order to provide for increased water storage depth in the pond. The existing 6" PVC dewatering pipe exposed and adjacent to the principle spillway pipe is to be capped.

EXHIBIT E

Participation Agreement for the
Clean Streams Foundation, Inc. Trust

PARTICIPATION AGREEMENT
FOR THE CLEANS STREAMS FOUNDATION, INC. TRUST

This Participation Agreement (“Participation Agreement”) entered into this 17th day of May, 2021, by and between ROCKWOOD CASUALTY INSURANCE COMPANY (“Rockwood” or “Participant”), a Pennsylvania corporation, with a business address of 654 Main Street, Rockwood, Pennsylvania 15557, and the CLEAN STREAMS FOUNDATION, INC. (“Trustee” or “Foundation”), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201.

WHEREAS, the Participant wishes to provide funds or other assets or guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; and

WHEREAS, the Trustee has established, through a Declaration of Trust, dated April 7, 2001, a Trust which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania in the future to operate and maintain treatment systems, to prevent pollution, to protect natural resources from the adverse impacts of untreated discharges into waters of the Commonwealth, and for the health and welfare of the public (the “Trust”); and

WHEREAS, the Trustee has agreed and is willing to accept the Participant’s funds or other assets or guarantees and perform the duties as are required to be performed pursuant to this Participation Agreement and the Declaration of Trust; and

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

DEFINITIONS

§1.1 The “Department” means the Pennsylvania Department of Environmental Protection, and its successor if any, which is the governmental agency with responsibilities related to the administration of the water pollution control and mining reclamation programs in Pennsylvania.

§1.2 “Operate” means, but is not limited to, the operation, maintenance, improvement, and replacement of treatment facilities approved by the Department and any other facilities which may be required in the future.

§1.3 “Participant” means an individual, organization, or corporation that has elected to participate in the Trust pursuant to a Participation Agreement entered into between the Participant and the Foundation, for purposes of providing funds and/or financial guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the public purpose of prevention or abatement of pollution, and for the protection of natural resources, the environment, and for the health and welfare of the public.

§1.4 “Treatment Systems” means those certain discharges and treatment facilities and activities for which a Participant has provided funds or other assets or guarantees to be held in trust by the Foundation.

§1.5 “Trustee” means the Foundation acting as trustee under the terms and provisions of the Declaration of Trust and a Participation Agreement entered into with a Participant.

ARTICLE TWO

PARTICIPATION IN THE TRUST

§2.1 The Participant agrees to provide certain funds, assets, and/or guarantees to be held by the Trustee for purposes of assuring that funds are available in the future for the

operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; which are more particularly described in Exhibit "A" attached hereto for the Burgess #2 Mine, SMP # 56950111 (hereinafter "Treatment Systems").

§2.2 The Trustee agrees to establish within the Trust Fund a Sub-Account designated as "Sub-Account For Sherpa" also known as the "Sherpa Water Treatment Trust" ("Sub-Account").

§2.3 The Participant agrees to make an initial payment or transfer to the Trust of \$350,000.

§2.4 The Participant agrees to make total payments or transfers to the Trust as agreed upon between the Participant and the Department pursuant to the Agreement between the Department and the Participant dated May 17, 2021 for the Burgess #2 Mine, SMP # 56950111, which is attached hereto as Exhibit "A" (hereinafter the "DEP Agreement").

§2.5 Any guarantees, including but not limited to, letters of credit, insurance, surety bonds, etc., delivered by the Participant shall be held by the Trustee until the Department either directs the Trustee to release such guarantee or portion thereof or the Department directs the Trustee to forfeit said bonds or enforce said guarantee and for the Trustee to deposit the proceeds of such guarantee into the Trust Fund. The Trustee shall be under no obligation to pay any premiums or other costs associated therewith. Instead, all such premiums and costs, as well as the responsibility for maintaining the guarantees in full force and effect, shall remain the obligation of the Participant. The Trustee shall take no action with respect to guarantees except as directed, in writing, by the Department, and the Trustee shall not be liable to any party for acting in accordance with such directions.

§2.6 Any payments made by the Participant or on its behalf to the Trustee for deposit

into the Trust shall consist of cash, bank checks, bank wire transfers, negotiable instruments, or other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

ARTICLE THREE **ADMINISTRATION**

§3.1 The principal of the Sub-Account shall consist of:

- (a) The payments or transfers to the Trustee made by the Participant pursuant to this Agreement for said Sub-Account.
- (b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participant.
- (c) Cash, funds or property transferred from any person to the Trustee and accepted by the Trustee for said Sub-Account.
- (d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.
- (e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.
- (f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust, this Participation Agreement, and the DEP Agreement.

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the Department shall direct to pay for the operation of the Treatment System or Treatment Systems. This amount may be paid to a third party administrator to the Trust, who shall be responsible for paying the costs of operating the Treatment System in accordance with any instructions that may be issued by the Department in relation thereto.

§3.4 The Participant hereby adopts the Declaration of Trust as the document which governs the administration of this Participation Agreement and the Sub-Account and directs the Trustee to hold and administer the Sub-Account in accordance with the terms and conditions of the Declaration of Trust. The Participant acknowledges that the Commonwealth of Pennsylvania acting through the Department is the legal beneficiary of the Trust and has all rights of a beneficiary under the law, as well as the rights granted under the Declaration of Trust. The Department shall have access to the Trust as provided therein.

§3.5 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, 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 Participant shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into the Trust shall extinguish and remove all of Participant's interest in the Trust from Participant's estate under the Bankruptcy Code or similar laws.

§3.6 Except as otherwise provided in the Declaration of Trust or this Participation

Agreement, all payments made to the Trustee or deposits into the Trust by the Participant shall be irrevocable once made, and upon delivery thereof by the Participant, all interest of the Participant 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.

§3.7 The Trustee shall at least quarterly furnish the Participant a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. 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.

§3.8 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all moneys and assets under this Agreement. The Trustee shall also cause to be prepared all income tax or information returns required to be filed with respect to the Trust and shall execute and file such returns. Each Participant, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax or information returns.

ARTICLE FOUR **AMENDMENTS**

§4.1 This Participation Agreement may be amended by an instrument in writing, executed by the Participant and the Trustee, with the consent and acknowledgment of the Department, or by the Trustee and the Department in the event Participant ceases to exist or defaults, but during the existence of the Participant any amendment under this paragraph cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FIVE

NOTICES

§5.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to the Participant, 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:

Participant:

Rockwood Casualty Insurance Company
Attn: Randall Livingston
654 Main Street
Rockwood, PA 15557

Trustee: Clean Streams Foundation, Inc.
c/o Dean K. Hunt, Esq.
180 N. Mill Street
Lexington, Kentucky 40507

Beneficiary: Pennsylvania Department of Environmental Protection
Director, Bureau of Mining and Reclamation
Fifth Floor, Rachel Carson Building
400 Market Street
Harrisburg, PA 17105-8461

§5.2 Any change in the above addresses shall be made by giving notice to all parties to this Participation Agreement.

ARTICLE SIX

DISPUTES

§6.1 In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 20 days before commencing legal action.

§6.2 A party receiving such notice shall have 10 days after receipt of said notice to demand that said dispute be resolved by binding arbitration. If arbitration is requested, the dispute shall be resolved in accordance with the arbitration rules of the American Arbitration Association then in effect without regard to the date of execution of this Agreement.

ARTICLE SEVEN **CONSTRUCTION**

§7.1 As used in this Agreement, words in the singular include the plural and words in the plural include the singular. Words used in this Agreement shall be given the meaning set forth in the Declaration of Trust, or in the absence of a definition therein, 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 Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Agreement.

§7.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability. Such prohibition or unenforceability shall not invalidate the remaining provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participant, 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 Participant, the Department or the Trustee shall bind their successors and assigns.

§7.4 This Agreement shall be construed and governed in all respects in accordance

with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this 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.

PARTICIPANT:

ROCKWOOD CASUALTY INSURANCE COMPANY

By  _____

Its PRESIDENT

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By  _____

Its Administrator

STATE OF PA
COUNTY OF Somerset to-wit:

The foregoing instrument was acknowledged before me this 20th day of April, 2021, by Kurt Tipton, the President of the Rockwood Casualty.

My commission expires 2-8-2025.

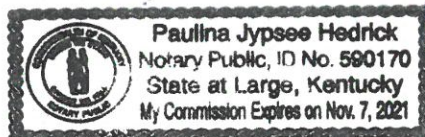
Roxann Marie Blough
Notary Public

STATE OF Kentucky
COUNTY OF Eyette to-wit:

Commonwealth of Pennsylvania - Notary Seal
Roxann Marie Blough, Notary Public
Somerset County
My commission expires February 8, 2025
Commission number 1393460
Member, Pennsylvania Association of Notaries

The foregoing instrument was acknowledged before me this 12 day of May, 2021, by Dean Hunt, the Administrator of the CLEAN STREAMS FOUNDATION, INC.

My commission expires Nov. 7, 2021.



Jypsee Hedrick
Notary Public

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participant entering into this Participation Agreement pursuant to the Agreement between the Participant and the Department dated May, 17, 2021 and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA

By


Its DISTRICT MINING MANAGER (Cambria)

EXHIBIT "A"
AGREEMENT BETWEEN
THE PARTICIPANT AND THE DEPARTMENT

EXHIBIT F**Schedule of Bond Waivers**

<u>Mine</u>	<u>Amount</u>	<u>Task</u>
Lunar	\$6,180	- Waiver within 30 days
Solar	\$180,000	- Task 1, 2 and 3 Completion
	\$23,490	- 1 Hydrologic Year and 70% revegetation and tree planting success
Burgess	\$532,000	- Task 1 Completion
Brubaker	\$170,000	- Tasks 1, 2, 3, 4, and 5 Completion
	\$19,932	- 1 Hydrologic Year and 70% revegetation and tree planting success
Burns	\$339,896	- Task 1 Backfill
	\$141,623	- Task 2 Revegetation/Tree Planting
	\$84,975	- 1 Hydrologic Year and 70% revegetation and tree planting success