

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

CLOE MINING COMPANY, INC.	:	Craft No. 2 Mine
	:	SMP No. 33793033
c/o CNB Bank, Executor	:	
Estate of Robert G. Spencer	:	Cloe 101 Mine
7 South 2 <sup>nd</sup> Street	:	SMP No. 33860113
Clearfield, PA 16830	:	
	:	Marion Center Mine No. 1
	:	SMP No. 32813007
	:	
	:	Alternative Financial Assurance Mechanism

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

This Consent Order and Agreement is entered into this 23<sup>rd</sup> day of April, 2015, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), and the Estate of Robert G. Spencer ("Estate").

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, 52 P.S. §§ 1396.1 *et seq.* ("Surface Mining Act"); the Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, P.L. 31, 52 P.S. §§ 1406.1 *et seq.* ("Mine Subsidence Act"); the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, 52 P.S. §§ 30.51 *et seq.* ("Coal Refuse Disposal Act"); the Clean Streams Law, Act of June 22, 1937, P.L. 1987, 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, 71 P.S. § 510-17 ("Administrative Code") and the regulations promulgated thereunder.

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B. Pursuant to § 4(d.2) of the Surface Mining Act, 52 P.S. § 1396.4(d.2), the Department may establish alternative financial assurance mechanisms which shall achieve the objectives and purposes of the bonding program. These mechanisms include the establishment of a site-specific trust fund funded by a mine operator for the treatment of post-mining discharges of mine drainage. The post-mining treatment trust being established as required by this Consent Order and Agreement through the accompanying Post-Mining Discharge Treatment Trust Agreement with CNB Bank constitutes an alternative financial assurance mechanism authorized by § 4(d.2) of the Surface Mining Act. Pursuant to Sections 5, 315 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.315 and 691.610, Section 4.3 of SMCRA, 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 9 of the Mine Subsidence Act, 52 P.S. § 1406.9, the Department has the authority to issue such orders as are necessary to aid in the enforcement of the provisions of these acts, including orders compelling an operator to establish a post-mining discharge treatment trust as an alternative financial assurance mechanism.

C. Cloe Mining Company, Inc. ("Cloe") is a Pennsylvania corporation with a previous business address of P.O. Box J, Grampian, PA, 16838. Robert G. Spencer ("Spencer") was the sole officer and director of Cloe.

D. Spencer died on June 18, 2012 and CNB Bank was appointed the Executor of his Estate on June 26, 2012.

E. The Estate intends to wind up the affairs of Cloe and to dissolve the corporation.

F. Cloe was the permittee of the following coal mines which are associated with post-mining discharge liability:

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NAME	PERMIT NO.	TOWNSHIP	COUNTY
Craft No. 2	33793033	Gaskill	Jefferson
Cloe 101	33860113	Young and Oliver	Jefferson
Marion Center No. 1	32813007	Rayne	Indiana

G. Craft No. 2: Mining began in November 1987 and surface reclamation was completed in October 1989. Although the site was reclaimed, a post-mining discharge exists at the site that is hydrologically connected to the Craft No. 2 mine. Cloe constructed a treatment system for the post-mining discharge in July 1990 and upgraded the treatment system in December 2004.

H. Cloe 101: Mining began in May 1988 and surface reclamation was completed in October 1990. Although the site was reclaimed, a post-mining discharge exists at the site that is hydrologically connected to the Cloe 101 mine. Cloe constructed a treatment system for the post-mining discharge in October 1991. Cloe upgraded the treatment system in January 2007.

I. Marion Center No. 1: Mining began in the early 1980's and continued under SMP32813007 which was issued on January 25, 1984. Surface reclamation was completed in November 1989. Although the site was reclaimed, three post-mining discharges A, E, and X exist at the site that are hydrologically connected to the Marion Center No. 1 mine site. By the mid 1980's Cloe was utilizing existing passive treatment structures such as ditches, ponds, and wetlands for treatment of the post-mining discharges.

J. A summary of the reclamation bonds currently posted for Craft No. 2, Cloe 101 and Marion Center No. 1 is as follows:

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PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
33793033 Craft No. 2	Surety	Lyndon Property Insurance Co.	L079933793033	Active	\$81,100
33793033 Craft No. 2	Letter of Credit	CNB Bank	1129	Active	\$77,291.15
33860113 Cloe 101	Surety	Lyndon Property Insurance CO.	L079933860113	Active	\$72,280
33860113 Cloe 101	CD	CNB Bank	272590	Active	\$16,722
32813007 Marion Center No. 1	Surety	Lyndon Property Insurance Co.	L079932813007	Active	\$87,064

#### Post-Mining Discharges

K     Craft No. 2 There are two discharges at the Craft No. 2 mine. Discharge "B" is located at latitude 40-55-02 and longitude 078-50-25. Discharge "C" is located at latitude 40-55-05 and longitude 078-50-22.

L.     Cloe 101: There is one discharge at the Cloe 101 mine, discharge "GG," which is located at latitude 40-59-15 and longitude 079-00-25.

M.     Marion Center No. 1: There are three discharges at the Marion Center No. 1 mine. Discharge "A" is located at latitude 40-45-36 and longitude 079-02-46. Discharge "E" is located at latitude 40-46-07 and longitude 079-02-54; and Discharge "X" is located at latitude 40-45-34 and longitude 079-03-22.

N     A topographic map depicting the location of discharges "B" and "C" and the associated treatment systems for the Craft No. 2 Mine is attached as Exhibit A. A topographic map depicting the location of discharge "GG" and the associated treatment system for the Cloe 101 Mine is attached as Exhibit B. A topographic map depicting the location of discharges "A," "E," and "X" and the associated treatment system for the Marion Center No. 1 Mine is attached as Exhibit C.

O. Raw Water Quality - Craft No. 2

The raw water quality of Discharge "B" as compiled by the Department from analytical sampling results is set forth below.

Median Flow	13.5 gpm
Max Flow	30.gpm
Avg. Flow	16.4 gpm
pH	6.3
Alkalinity	140 mg/l
Acidity	-75.64 mg/l
Fe	14.4 mg/l
Mn	14.1 mg/l
Al	<.5 mg/l

The raw water quality of discharge "C" is set forth below.

Median Flow	4.0 gpm
Max Flow	15 gpm
Avg. Flow	4.6 gpm
pH	6.2
Alkalinity	112 mg/l
Acidity	-36.09 mg/l
Fe	21 mg/l
Mn	10.7 mg/l
Al	<.5 mg/l

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P. Raw Water Quality - Cloe 101

The raw water quality of discharge "GG" is set forth below.

Median Flow	25 gpm
Max Flow	40 gpm
Avg. flow	25.5 gpm
pH	6.4
Alkalinity	196 mg/l
Acidity	196 mg/l
Fe	25.5 mg/l
Mn	5.5 mg/l
Al	<.5 mg/l

Q. Raw Water Quality - Marion Center No. 1

The raw water quality of discharge "A" is set forth below.

Median Flow	19 gpm
Max Flow	50 gpm
Avg. Flow	18.9 gpm
pH	6.9
Alkalinity	288.0 mg/l
Acidity	-102.5 mg/l
Fe	9.2 mg/l
Mn	2.6 mg/l
Al	1.1 mg/l

The raw water quality of discharge "E" is set forth below.

Median Flow	20 gpm
Max Flow	100 gpm
Avg. Flow	27 gpm
pH	6.6
Alkalinity	318.4 mg/l
Acidity	-122.1 mg/l
Fe	8.8 mg/l
Mn	5.5 mg/l
Al	<.5 mg/l

The raw water quality of discharge "X" is set forth below.

Median Flow	7.5 gpm
Max Flow	25 gpm
Avg. Flow	8.4 gpm
pH	6.6
Alkalinity	231.3 mg/l
Acidity	-88.7 mg/l
Fe	7.0 mg/l
Mn	2.5 mg/l
Al	1.3 mg/l

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R. Effluent Limits: The required effluent limits applicable for the Craft No. 1, discharge "B" are as follows:

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended Solids	35 mg/l	70 mg/l	90 mg/l
Aluminum (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
pH <sup>1</sup> Alkalinity greater than acidity <sup>1</sup>		Greater than 6.0	Less than 9.0
<sup>1</sup> The parameter is applicable at all times			

S. Effluent Limits: The required effluent limits applicable for the Craft No. 1, discharge "C" are as follows:

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended Solids	35 mg/l	70 mg/l	90 mg/l
Aluminum (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
pH <sup>1</sup> Alkalinity greater than acidity <sup>1</sup>		Greater than 6.0	Less than 9.0
<sup>1</sup> The parameter is applicable at all times			



T. Effluent Limits: The required effluent limits applicable for the Cloe 101 discharge "GG" are as follows:

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended Solids	35 mg/l	70 mg/l	90 mg/l
Aluminum (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
pH <sup>1</sup> Alkalinity greater than acidity <sup>1</sup>		Greater than 6.0	Less than 9.0
<sup>1</sup> The parameter is applicable at all times			

U. Effluent Limits: The required effluent limits applicable for the Marion Center No. 1 discharges "A," "E," and "X" are as follows:

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended Solids	35 mg/l	70 mg/l	90 mg/l
Aluminum (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
pH <sup>1</sup> Alkalinity greater than acidity <sup>1</sup>		Greater than 6.0	Less than 9.0
<sup>1</sup> The parameter is applicable at all times			

#### NPDES Permits

V. Discharges "B" and "C" for the Craft No. 2 Mine are authorized under NPDES Permit No. PA0119032, which was issued as part of SMP No. 33793033. NPDES Permit No. PA0119032 expires on June 10, 2015.

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W. Discharge "GG" for the Cloe 101 Mine is authorized under NPDES Permit No. PA0107387, which was issued as part of SMP No. 33860113. NPDES Permit No. PA0107387 expires on October 5, 2017.

X. Discharges "A," "E," and "X" for the Marion Center No. 1 mine are authorized under NPDES Permit No. PA0125458 which was issued as part of SMP No. 32813007. NPDES Permit No. PA0125458 expired on January 25, 2014 and has not been renewed.

Y. The Estate agrees that Cloe, while in existence, had the legal responsibility, pursuant inter alia to the Surface Mining Act and the Clean Streams Law, to properly treat or abate the discharge(s) identified in Paragraphs K-N. The Estate further agrees that it will provide adequate financial assurance for the treatment and abatement of the discharges identified in Paragraphs K-N as part of the winding up of Cloe's business affairs.

#### Discharge Treatment Systems

Z. Craft No. 2 Mine: The treatment system in place for Discharge "B" at the Craft No. 2 mine was initially constructed in July 1990. Cloe reconstructed the treatment system in 2004. The treatment system for Discharge "B" consists of a pond and flat bottom channel with wetland vegetation, a limestone channel, and a polishing pond.

AA. The treatment system in place for Discharge "C" at the Craft No. 2 mine consists of three wetlands cells and three sets of manganese removal beds.

AB. The Craft No. 2 treatment systems are situated on land owned by Thomas L. and Martha F. Lovelace ("Lovelace"). Cloe obtained a properly executed Contractual Consent of Landowner from Lovelace which grants the parties and the trustee access to the Craft No. 2 treatment systems, and is binding on all heirs, successors and assigns of Lovelace. A copy of the executed Contractual Consent of Landowner is attached as Exhibit D.

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AC. The capital cost to construct the Craft No.2 treatment system for Discharge "B" was \$39,325. The capital cost to construct the Craft No. 2 treatment system for Discharge "C" was \$75,513.

AD. Cloe 101 Mine: The treatment system for Discharge "GG" at the Cloe 101 mine was constructed in 2004 and consists of a wetland channel, a pond, a grass lined ditch and final polishing pond. ("Cloe 101 treatment system").

AE. The Cloe 101 treatment system is situated on land owned by William Horner. Cloe entered into a written agreement with Horner which grants the parties and the trustee access to the Cloe 101 treatment system for a period of ten years. Under the terms of the Agreement, Cloe makes a payment in the amount of \$10,000 in consideration for the right of access. The \$10,000 payment is included as an expense in the calculation of the Cloe 101 treatment trust. The current written agreement expires on April 25, 2016. Cloe has made the payment of \$10,000 for right of access for the time period from April 25, 2016 through April 25, 2026. Cloe's payment of \$10,000 for the April 25, 2016 through April 25, 2026 agreement reduces the amount of the Cloe 101 treatment trust to \$171,503.50. A copy of the executed Agreement is attached as Exhibit D.

AF. The capital cost to construct the Cloe 101 treatment system was \$8,194.

AG. Marion Center Mine: The treatment system for the Marion Center Mine was constructed in the mid 1980's and consists of three wetland ponds.

AH. The Marion Center treatment system is situated on land owned by Musser Forest Inc. and P&N Coal Co. Inc. Cloe Mining obtained properly executed Consents of Landowners from P&N Coal Company, Fred and Dorothy Musser, and Doris Fike which grant the parties and the trustee access to the Marion Center treatment system and is binding on their respective heirs,

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successors, transferees and assigns. A copy of the Consent of Landowner forms are attached as Exhibit D.

AI. The capital cost to construct the Marion Center treatment system was \$3,839.00.

#### Treatment Trusts

AJ. In order to calculate the amount necessary to fully fund the treatment trusts for the Craft No. 2, Cloe 101 and Marion Center No. 1 discharges, the Department and the Estate have agreed to use actual operation and maintenance costs from past operations of the Treatment System, or AMDTreat cost estimates where insufficient operation and maintenance cost data exist.

AK. Craft No. 2 Mine: A summary of current annual operation and maintenance costs for the Craft No. 2 Treatment Systems is as follows.

Table of Current Annual Operation and Maintenance Costs - Craft No. 2						
CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$/sample)	(\$/hr)				
Annual Cost	\$1,055	\$910	\$1,247			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Craft No. 2 Treatment System is \$3,212.

AL. Cloe 101 Mine: A summary of current annual operation and maintenance costs for the Cloe101 Treatment Systems is as follows.

Table of Current Annual Operation and Maintenance Costs - Cloe 101						
CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$/sample)	(\$/hr)				
Annual Cost	\$597	\$910	\$252			\$199

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Cloe 101 Treatment System is \$1,958.

AM. Marion Center No. 1: A summary of current annual operation and maintenance costs for the Marion Center Treatment Systems is as follows.

Table of Current Annual Operation and Maintenance Costs - Marion Center No.1						
CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$/sample)	(\$/hr)				
Annual Cost	\$941		\$246			\$459

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Marion Center No. 1 Treatment System is \$ 1,646.

AN. Recapitalization Costs: In order to calculate the amount necessary to fully fund the treatment trusts, the Department and the Estate have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs for the Craft No. 2 treatment system are \$57,0911; the present value of recapitalization costs for the Cloe 101 treatment system are \$1,821; and the present value of recapitalization costs for the Marion Center No. 1 treatment system are \$ 3,839. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Craft No. 2, Cloe 101 and Marion Center No. 1 treatment systems.

AO. The Estate is willing to establish a post-mining treatment trust with CNB Bank as an alternative financial assurance mechanism, (and a financially-backed enforceable contract), in order to provide for the long-term treatment of the Craft No. 2, Cloe 101 and Marion Center No. 1 post-mining discharges and to secure the release of reclamation bonds. The Department will

release the reclamation bonds without any additional conditions or requirements once the post-mining treatment trust is established. The Estate agrees to establish the Cloe Mining Treatment Trust ("Cloe Trust") by executing a Post-Mining Treatment Discharge Trust Agreement with CNB Bank which conforms with the Department's model Trust Agreement.

AP. The parties have agreed to use the formulas set forth below to calculate the present value of the Cloe Trust for all the discharges from the three Cloe Mines. The parties agree that the present value of the fully-funded combined Trust for the Craft No. 2 and the Cloe 101 discharges is \$171,503.50. The parties agree that the present value of the fully-funded Trust for the Marion Center No. 1 discharge is \$42,524.21. The total Trust fund amount for all the discharges covered by this Consent Order and Agreement is \$ 214,027.71. This sum constitutes the current present value of the estimated future operation and maintenance costs for the Craft No. 2, Cloe 101 and Marion Center No. 1 treatment systems, and the current present value of the estimated future recapitalization costs for the Craft No. 2, Cloe 101 and Marion Center No. 1 treatment systems.

### **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 the Estate as follows:

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5 and 691.610; 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; Section 9 of the Mine Subsidence Act, 52 P.S.

§ 1409.9, and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. After the Estate establishes the Post-Mining Discharge Treatment Trust with CNB Bank and fully funds the Trust as provided for in Paragraphs AO and AP of this Consent Order and Agreement, the Estate shall have no further liability with regard to the Cloe Mine discharges or Treatment Systems.

2. Findings

a. The Estate agrees that the findings in Paragraphs A through AP are true and correct and, in any matter or proceeding involving the Estate and the Department, the Estate 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 Systems. The equation is:

$$\begin{array}{ll} \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 \_\% or \_\)*} \\ I &= \text{Inflation Rate (assumed to be 3.1\% or .031)} \end{array}$$

*\*{The expected annual earnings of the trust will depend on the trust's investment parameters, including the amount of the trustee's fee. The Department will consider a fairly aggressive investment strategy consisting of up to 80% stocks and 20% bonds, however the operator can select a more conservative investment strategy. The trustee's fee schedule must be negotiated by the operator. The rate of return used to calculate a trust amount is determined as part of the negotiation process for the COA and accompanying Trust Agreement.}*

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

The Estate has provided all the available financial records of all the costs and expenses of annual treatment for all three discharges.



5. Treatment Trust

a. The Estate shall establish an irrevocable trust to be known as the Cloe Treatment Trust by executing a Post-Mining Discharge Treatment Trust Agreement with CNB Bank. The Cloe Trust shall secure the treatment of the Craft No. 2, Cloe 101 and Marion Center No. 1 discharges, including the operation and maintenance of the Craft No. 2, Cloe 101, and Marion Center No. 1 Treatment Systems ("Treatment Systems") in perpetuity or until water treatment is no longer necessary. The Cloe Trust shall also secure financial resources to the Department and the citizens of the Commonwealth sufficient to operate and maintain the Treatment Systems and to treat the mine drainage in perpetuity. The Cloe Trust shall provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed. The agreement establishing the Cloe Trust is attached as Exhibit F.

b. The Estate shall establish within the Cloe Trust two sub-accounts for each treatment system: (i) a sub-account designated as the Primary Trust Account; and, (ii) a sub-account designated as the Capital Improvement Account. However, the Estate shall only be required to deposit the sum set forth in Paragraph 6a into the Primary Trust Account and is not required to deposit any funds into the Capital Improvement Account.

6. Funding of the Primary Trust Account

a. Initial Payment to the Primary Trust Account: Upon its execution of this Consent Order and Agreement, the Estate shall deposit an amount of \$214,027.71 in the Primary Trust Account. From this sum, \$171,503.50 shall be allocated to the combined Craft No. 2 and Cloe 101 Treatment Trust account and \$42,524.21 shall be allocated to the Marion Center No. 1 account. This sum constitutes the current present value of the amount necessary to fully fund the Cloe Treatment Trust, and includes the current present value of the future operation and

maintenance of the Craft No. 2, Cloe 101, and Marion Center No. 1 Treatment Systems and the current amount needed to finance anticipated and periodic capital expenditures for the Craft No. 2, Cloe 101, and Marion Center No. 1 Treatment Systems. This sum also represents the payment of \$10,000 for the assessment agreement for the Cloe 101 treatment system for the April 25, 2016 through April 25, 2026 lease period.

7. Future Distribution or Contribution Payments - Primary Trust Account

a. Because the Estate is winding up the corporate affairs of Cloe Mining, the Estate shall not be entitled to any distribution from the Primary Trust Account, nor shall it be required to make additional contributions into any Primary Trust Account or to any Capital Improvement Account.

b. The Estate shall not receive any distribution from any Primary Trust Account for any of the Craft No. 2, Cloe 101 or Marion Center No. 1 Treatment Systems.

c. In the event the Department determines that treatment of the Marion Center No. 1 discharge is no longer necessary, then the Department shall first apply the funds in the Primary Trust Account for the Marion Center No. 1 Treatment System to the Primary Trust Accounts for the Craft No. 2 and the Cloe 101 Primary Trust Accounts in such amounts that are determined by the Department to be necessary to assure that those Accounts are fully funded. The Department shall then make a distribution to the Residuary Beneficiaries named in the Last Will and Testament of Spencer in the same proportions set forth therein of any remaining funds in the Primary Trust Account for the Marion Center No. 1 Treatment Trust.

8. Capital Improvement Account

a. The required balance in the Capital Improvement Account has been determined by use of the AMDTreat Recapitalization tool based on the following methodology: For each planned capital replacement activity, the current cost and the projected year of

replacement, are determined. The future cost of each replacement activity is calculated by compounding the present cost at a rate of 3.1% annually. The year in which each replacement activity will be needed is projected based on typical component life cycles.

b. A schedule for the Capital Improvement Account balance and projected capital expenditures is made a part of this agreement as Exhibit E.

9. Transfer of Funds to the Capital Improvement Account

If the Primary Trust Valuation is greater than the Primary Target Valuation for any of the Treatment Systems, 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.

10. Distribution Payments from the Capital Improvement Account

No distribution payments shall be made to the Estate from the Capital Improvement Account and the Estate shall have no obligation to make any contributions to any Capital Improvement Account. The Department shall use the funds in the capital replacement account to make any capital replacement and maintenance activities that are needed.

11. 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 for any of the Treatment Systems, 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 by the Department for the following purposes:

a. Surplus funds in the Capital Improvement Account shall be transferred to the Primary Trust Account if additional funds are needed so that the Primary Trust Valuation equals the Primary Basis Valuation.

b. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by the Department 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 Department to finance implementation of a new treatment technology.

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

12. Public Liability Insurance

The Trustee 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 insured's on the policy. The Trustee is authorized to draw on the trust principal to pay premium amounts for the public liability insurance coverage.

13. Additional Remedies

a. In the event the Estate 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. 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.

14. Reservation of Rights

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

15. Liability of the Estate

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

16. Transfer of Sites

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 Cloe Sites or any part thereof.

b. If the Estate intends to transfer any legal or equitable interest in the Cloe Sites which is affected by this Consent Order and Agreement, the Estate 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, California District Mining Office, California

Technology Park, 25 Technology Drive, Coal Center, PA 15423 and the District Mining Manager identified in paragraph 18 of such intent.

c. The Department in its sole discretion may agree to modify or terminate Estate's duties and obligations under this Consent Order and Agreement upon transfer of the Cloe Sites. The Estate waives any right that it may have to challenge the Department's decision in this regard.

17. Correspondence with Department

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

Joseph Ferrara, District Mining Manager  
Department of Environmental Protection  
Knox District Mining Office  
White Memorial Building  
Knox, PA 16232

Dan Sammarco, District Mining Manager  
Department of Environmental Protection  
Cambria District Mining Office  
286 Industrial Park Road  
Ebensburg, PA 15931-4119

18. Correspondence with the Estate

a. All correspondence with the Estate concerning this Consent Order and Agreement shall be addressed to:

Andrew Roman  
Vice President Trust Officer  
CNB Bank  
7 South 2<sup>nd</sup> Street  
Clearfield, PA 16830

b. The Estate 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.

19. 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.

20. 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.

21. 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

22. 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.

23. 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.

24. Decisions under Consent Order

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 the Estate may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

25. Successors

This Consent Order and Agreement shall be fully and completely binding upon any successor of the Estate

26. Counterpart Signatures

The parties agree that this Consent Order and Agreement may be executed by counterpart signatures transmitted via electronic means.

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 the Estate 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 the Estate; that the Estate consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that the Estate 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

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APR 27 2015

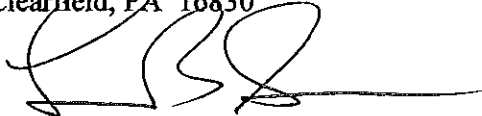


7A; or any other provision of law. Signature by the Estate's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR THE ESTATE:




Andrew Roman  
Vice President Trust Officer  
CNB Bank  
7 South 2<sup>nd</sup> Street  
Clearfield, PA 16830

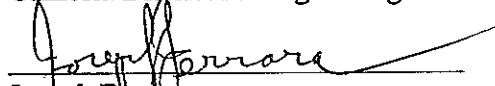


Laurance B. Seaman, Esquire  
Gates & Seaman  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830  
Attorney for the Estate

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



Dan Sammarco  
Cambria District Mining Manager



Joseph Ferrara  
Knox District Mining Manager



Barbara Grabowski  
Assistant Counsel  
Southwest Regional Office

RECEIVED  
KNOX DISTRICT OFFICE  
15 APR - 3

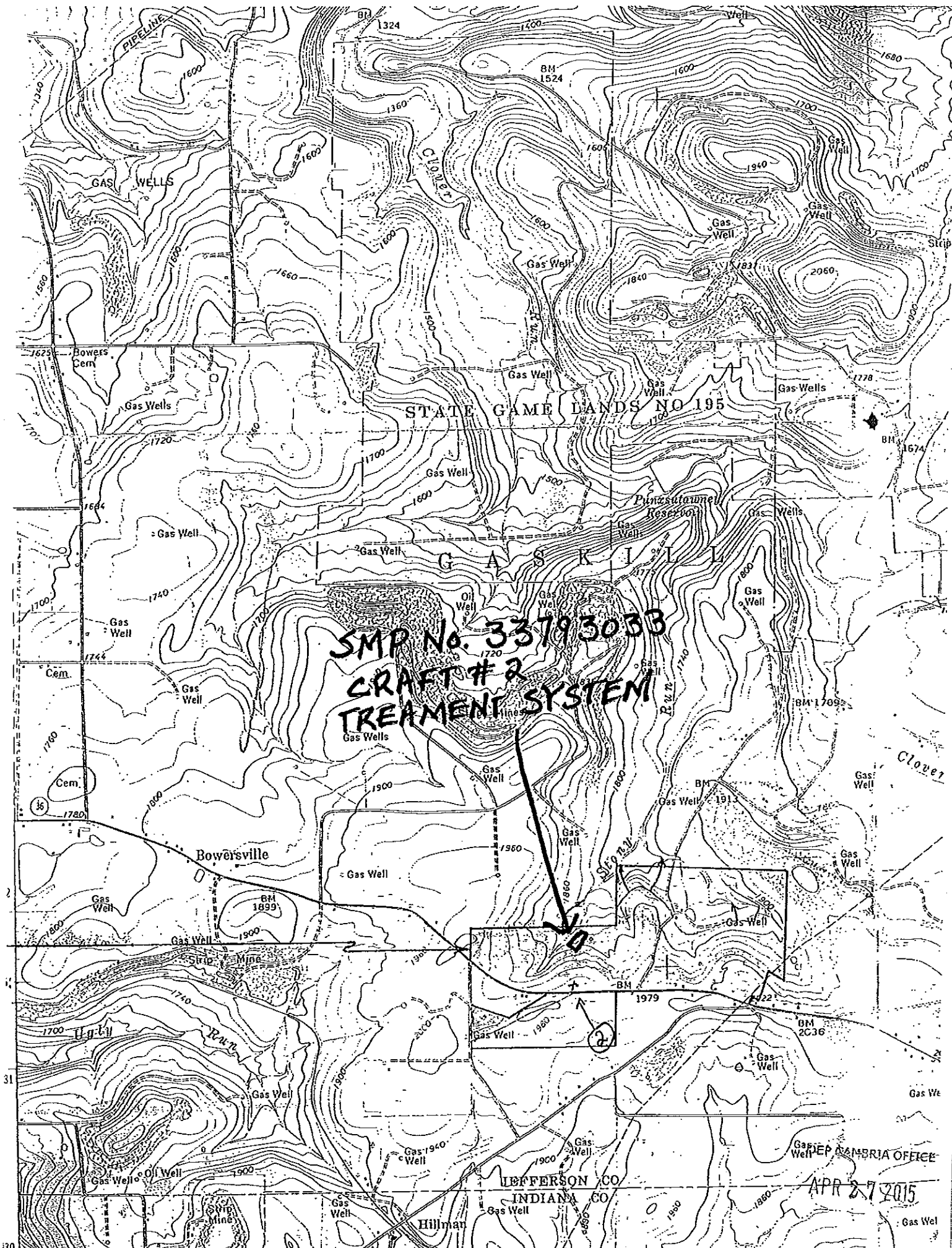
# **Exhibit A**

## **Topo Map Craft #2**

### **Treatment System**

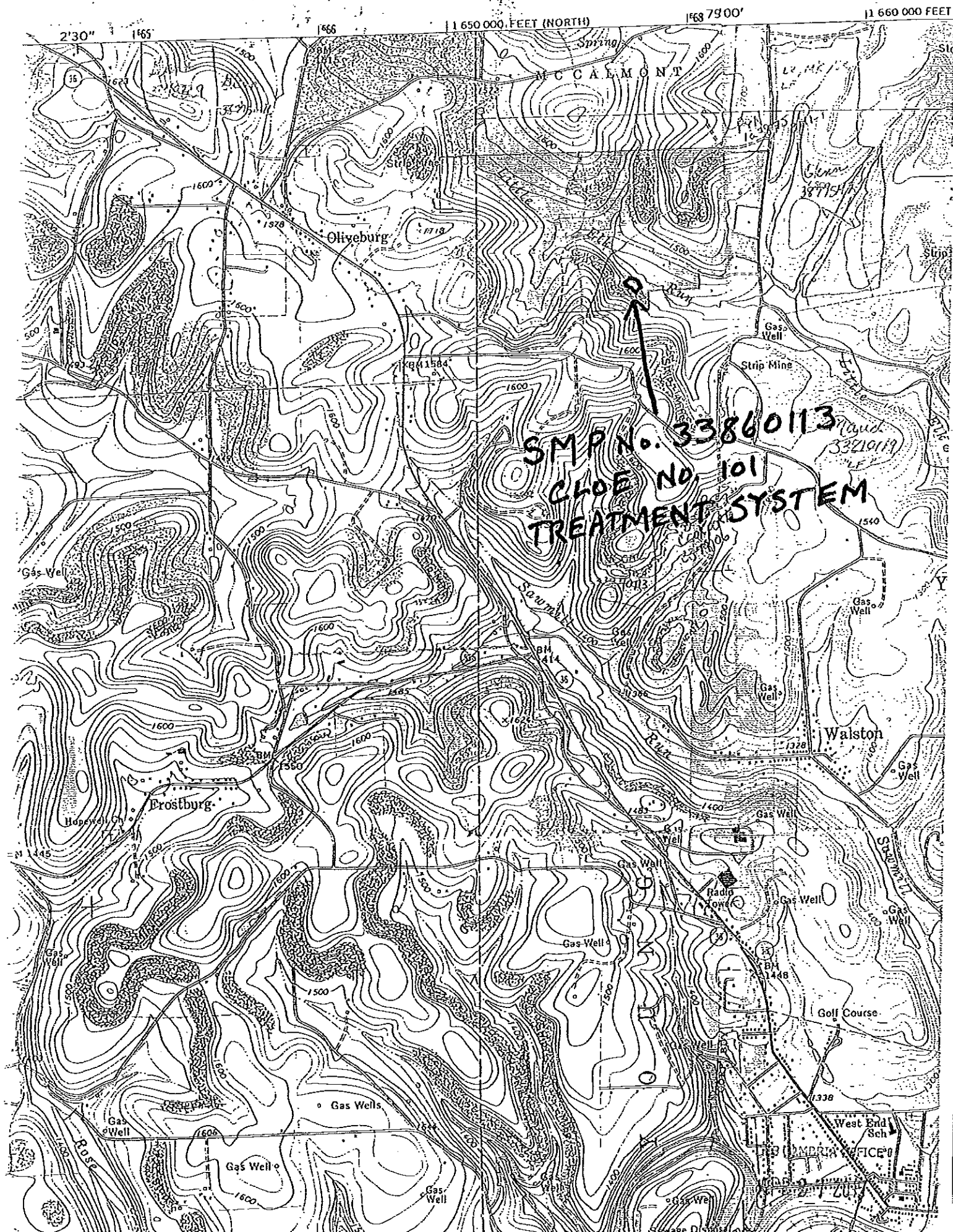
DEP CANBRIA OFFICE

APR 27 2015



**Exhibit B**  
**Topo Map Cloe 101**  
**Treatment System**

DEP CANADIAN OFFICE  
APR 27 2015



**Exhibit C**  
**Topo Map**  
**Marion Center No. 1**  
**Treatment System**

DEP CAMBRIA OFFICE

APR 27 2015



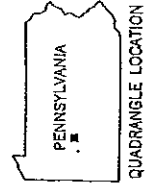
Exhibit C

40° 4' 79° 00'

ROAD CLASSIFICATION

Primary highway, all weather, hard surface  
 Secondary highway, all weather, hard surface  
 Light-duty road, all weather, improved surface  
 Unimproved road, fair or dry weather

U. S. Route  
 State Route

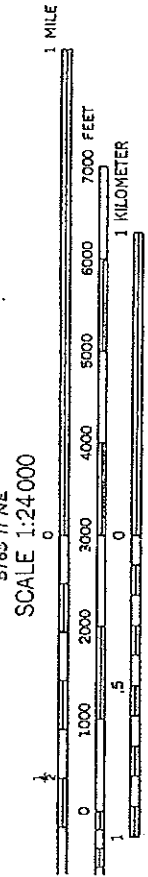


SMP 32813007 - Cloc Mining Co. Inc.  
 MARION CENTER, PA.

N4045—W7900/7.5

1968  
 PHOTO REVISSED 1973  
 AMS 8165 I SE—SERIES V831

DEP CAMBRIA OFFICE  
 APR 27 2015



CONTOUR INTERVAL 20 FEET  
 NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
 FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092  
 DER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

# **Exhibit D**

## **Consent to Right of Entry Documents**

RECEIVED  
KNOX DISTRICT OFFICE  
15 APR -3

DEP CAMBRIA OFFICE  
APR 27 2015



PART C

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

AUTHORIZATION TO MINE

PERMIT NO. 1-02234-32813007-06(C)

Permittee: Cloe Mining Company, Inc.  
103 North Gilpin Street  
Punxsutawney, PA 15767  
Name of Operation Marion Center Mine No. 1  
Type Operation Surface-Auger Mining

BI# 06(C) Issuance Date April 30, 1992  
Original Issuance Date January 25, 1984  
Expiration Date January 25, 1994  
Townships East Mahoning and Rayne  
County Indiana

- A. Permittee is hereby authorized to conduct coal mining activities on lands of P. & N. Coal Co., Inc.; Musser Forests, Inc.; Doris J. Fike; and Cloe Mining Co., Inc. situated in East Mahoning and Rayne Townships, Indiana County. Surface owners consent is attested to by inclusion of properly executed Consent of Landowner form submitted in support of this approval.
- B. Surface coal mining activities are limited to the area designated as shaded in brown, red, blue, green & purple in the map submitted in support of the request for BI# 06, shaded in red & green on the map for CR# 386081, and shaded in orange & green on the map for CR# 386116 which cover 166.8 acres.
- C. The maximum allowed depth of pit or height of highwall is 85 feet for 84.9 acres & 115 feet for 10.8 acres. The maximum length of cut allowed is 1500 feet unless otherwise specified and approved in writing by the Department.

D. Bond Description

- ☒ Original Bond (Replacement) ☐ Additional Bond
- ☒ Surety Bond-No. SJ 1524293 in Amount of \$352,845.00 with Utica Mutual Insurance Company as surety.
- ☐ Collateral Bond dated \_\_\_\_\_ in Amount of \_\_\_\_\_ supported by \_\_\_\_\_

Bond Rate Calculations for BI# 06(C):

	15.8 acres - Mining Stage II @ \$450/AC	= \$ 7,110.00
	11.3 acres - Support Stage II @ \$150/AC	= \$ 1,695.00
	13.4 acres - Mining Stage I @ \$1200/AC	= \$ 16,080.00
	84.9 acres - Mining @ \$3000/AC	= \$254,700.00
<input checked="" type="checkbox"/> Additional Remarks	0.9 acres - Support Stage I @ \$400/AC	= \$ 360.00
	29.7 acres - Support @ \$1000/AC	= \$ 29,700.00
	10.8 acres - Mining @ \$4000/AC	= \$ 43,200.00

TOTAL = 166.8 acres; Total Replacement Bond Required for BI#06(C) = \$352,845.00

- E. The approved erosion and sediment control facility related to the area to be mined in accordance with this authorization must be constructed in accordance with the approved plan, certified by a professional engineer, and the engineering certification submitted to the Department prior to the commencement of other coal mining activities in this area.
- F. The attached sheet contains eighteen (18) additional special conditions or requirements relating to this authorization.

mf

cc: Don Wissinger, M.C.I.  
Utica Mutual Insurance Company  
Robert Slatick  
File

By: Michael C. Welch  
Michael C. Welch

Title: District Mining Manager  
Field Operations,  
Mining and Reclamation

DEP CAMBERIA OFFICE  
APR 27 2015

## CONSENT OF LANDOWNER

We the undersigned, the owners of land located in \_\_\_\_\_

East Mahoning

(Borough)

(Township)

Indiana

(County)

upon which R. Dean Neal D/B/A Keystone Mining Company

(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purpose of conducting surface mining operations, if commenced within a period of five (5) years from the date of execution of this instrument. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this Twenty Fourth day of November, 1980.

P & H Coal Co. Inc.Lyn M. A. Neal (SEAL)

(Signature of Landowner)

(SEAL)

(Signature of Landowner)

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Jefferson

SS.

On this the 24th day of November, 1980, before me, the subscriber, a Notary Public, personally appeared the above named M. A. Neal who after being duly sworn according to law acknowledge that he has read this instrument, that it is true and correct and that it is his act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

Darlene A. Rich

NOTARY PUBLIC

DARLENE A. RICH, NOTARY PUBLIC

PUHXSUTAWNEY BOROUGH

JEFFERSON COUNTY

MY COMMISSION EXPIRES MAY 29, 1981

## INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SSRECORDED in the office for the Recording of Deeds, etc., in and for said county, in BookVolume 794 Page 34Given under my hand and seal of this office, this 22 day of April, 1981Donald B. Shank Recorder

DEP CAMBRIA OFFICE

APR 27 2015

RECORDERS OFFICE  
INDIANA CO. PA.  
DONALD B. SHANK, RECORDER

APR 22 9 28 AM '81

TAX AND FEES - See Fee Book  
STAMP - STATE

46915

BOOK 794 PAGE 34

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF SURFACE MINE RECLAMATION

APPL. NO. (Departmental use only)

CONSENT OF LANDOWNER *Transferred to Mr #*  
*102239 - 328016 - 01-0*

We the undersigned, the owners of land located in \_\_\_\_\_

East Mahoning

Indiana

(Township)

(County)

upon which R. Dean Neal D/B/A Keystone Mining Company

(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purposes of conducting surface mining operations. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this 14th day of August, 1980.

*Fred A. Musser* (SEAL)  
(Signature of Landowner)

*Dorothy C. Musser* (SEAL)  
(Signature of Landowner)

Musser Forest, Inc.

ACKNOWLEDGMENT

RECORDERS OFFICE  
INDIANA CO. PA.  
WILLO B. SHANK, RECORDER  
22 9 28 AM '81  
AND FEES 2.00 Paid  
HP - STATE  
STAMPS

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF INDIANA

SS.

On this the 14th day of August, 1980, before me, the subscriber, a Notary Public, personally appeared the above named Fred A. Musser and Dorothy Musser who after being duly sworn according to law acknowledge that they have read this instrument, that it is true and correct and that it is their act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

*Elizabeth T. Fitzgerald*

NOTARY PUBLIC  
ELIZABETH T. FITZGERALD, Notary Public  
Indiana, Indiana County, Pa.  
My Commission Expires Aug. 24, 1981

INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and for said county, in Deed Book 36  
Volume 784 Page 36

Given under my hand and seal of this office, this 22  
day of April, 1981

Donald B. Shank Recorder

DEP CAMBRIA OFFICE

APR 27 2015

CONSENT OF LANDOWNER *Transferred to M.P.#*  
*102234-328/0116-01-0*

We the undersigned, the owners of land located in \_\_\_\_\_  
(Borough)

Rayne Indiana  
(Township) (County)  
upon which R. Dean Neal D.B.A. Keystone Mining Company  
(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purposes of conducting surface mining operations. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this 4<sup>th</sup> day of February, 1981.

Doris J. Fike (SEAL)  
(Signature of Landowner)

\_\_\_\_\_  
(Signature of Landowner) (SEAL)

### ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Indiana : SS.

On this the 4<sup>th</sup> day of February, 1981, before me, the subscriber, a Notary Public, personally appeared the above named Doris J. Fike who after being duly sworn according to law acknowledge that she have read this instrument, that it is true and correct and that it is his act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Patricia Lou Hainaut  
NOTARY PUBLIC

PATRICIA LOU HAINAUT, NOTARY PUBLIC  
INDIANA BOROUGH, INDIANA COUNTY  
MY COMMISSION EXPIRES AUG. 23, 1984  
Member, Pennsylvania Association of Notaries

#### INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and for said county, in Deed Book \_\_\_\_\_  
Volume 794 Page 33  
Given under my hand and seal of this office, this 22 day of April, 1981.

Donald B. Shank Recorder

RECORDERS OFFICE  
INDIANA CO. PA.  
ALD B. SHANK, RECORDER  
22 9 26 AM '81  
AND FEES 9.00  
STATE  
46974

DEP CAMBRIA OFFICE

APR 27 2015

## CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 7 more or less acres of land located in Marion Center Borough, Indiana County, as described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Deed Bk. 887 Page 611 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Cloe Mining Company, Inc. proposes to engage in surface

(Name of Mining Operator)  
mining activities for which application for permit will be made to the Department of Environmental Resources and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the Mining Operator and the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and The Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 21<sup>ST</sup> day of JANUARY, 1985.

CLOE MINING COMPANY Inc.

LANDOWNER

(Print Name)

By: R. Dean Neal

(Signature)

(Seal)

(Print Name)

By: Anthony T. Stello, Sec. Treas

(Signature)

ANTHONY T. STELLO

(Print Name)

mail Cloe Mining Co. Inc.  
116 E Mahoning St.  
Punxsutawney, Pa 15767

DEP CAMBRIA OFFICE

APR 27 2015

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

APPL. NO. (Department Use Only)

CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 58 more or less acres of land located in  
Gaskill Jefferson County, as  
(Township, Borough, City)  
described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s)  
Deed Book 256, p. 284 and shown by crosshatched lines on the  
map attached hereto which is signed in the original by the landowner upon which  
Cloe Mining Company, Inc.  
(Name of Mining Operator) proposes to engage in surface

mining activities for which application for permit will be made to the Department of Environmental Resources and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the Mining Operator and the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and The Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

INSERT ADDITIONAL PROVISIONS OR CROSS OUT

In witness whereof and intending to legally bind ~~(myself)~~ (ourselves), ~~(my)~~ (our) heirs, successors and assigns, ~~(I)~~ (we) have hereunto set ~~(my)~~ (our) hand(s) and seal this 8<sup>th</sup> day of APRIL, 19 85.

THOMAS L. LOVELACE  
LANDOWNER (Print Name)

By: Thomas L. Lovelace  
(Signature) (Seal)

Thomas L. Lovelace  
(Print Name)  
By: Martha J. Lovelace  
(Signature)

Martha F. Lovelace  
(Print Name)

BOOK 501 PAGE 499

DEP. CAMERIA OFFICE  
APR 27 2015

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LAND OWNER

STATE OF PENNSYLVANIA

COUNTY OF JEFFERSON

SS

On APRIL 8, 1985

THOMAS L. AND MARTHA F. LOVELACE

(Name(s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that THEY

(he, she or they)

executed the same and desires it to be recorded.

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

(SEAL) Michael A. Stello  
Notary Public

My Commission Expires:

MICHAEL A. STELLO, NOTARY PUBLIC  
EDMUND TOWNSHIP, JEFFERSON COUNTY  
MY COMMISSION EXPIRES MARCH 2, 1987  
Member, Pennsylvania Association of Notaries

## ACKNOWLEDGEMENT OF CORPORATIONS

LAND OWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of

(Title of Person)

(Name of Corporation)

a corporation, and the (s)he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

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

(SEAL) \_\_\_\_\_  
Notary Public

My Commission Expires:

(date)

This instrument has been recorded in \_\_\_\_\_  
County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, at Book \_\_\_\_\_, Page (s) \_\_\_\_\_

RECEIVED

(Signed) \* (Print Name)

MAY 10 1985

(Sealed)

ENVIRONMENTAL RESOURCES  
Knox District Office  
CAMBRIA OFFICE

BOOK 501 PAGE 500 APR 27 2015

LAURANCE B. SEAMAN  
E-MAIL: lbs@gsllaw.biz

ANDREW P. GATES  
E-MAIL: apg@gsllaw.biz

LAW OFFICES  
GATES & SEAMAN, LLP  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830  
(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

March 18, 2015

William Horner  
P. O. Box 27  
Oliveburg, PA 15764

Re: Lease Agreement dated April 25, 2006  
Cloe Mining Company, Inc.

Dear Mr. Horner:

Please find enclosed Check No. 3525 in the amount of \$10,000.00 to you and your son, Richard E. Horner, as the Lessors in the above-noted Lease. This evidences the intention of Cloe Mining Company, Inc. to renew said Lease for an additional period of ten (10) years from April 25, 2016 to April 25, 2026.

Since your attorney at that time, J. Kip Lukehart, Esquire, is now deceased, a copy of this notice is being sent to David L. Young, Esquire, of Punxsutawney, Pennsylvania, whom we understand is now representing you. He has advised that we are not to send a copy of any other attorney.

Very truly yours,

GATES & SEAMAN, LLP

By:



Laurance B. Seaman

LBS/sjb  
enclosure

xc: Cloe Mining Company, Inc.,  
c/o CNB Bank, Executor of the Estate of Robert G. Spencer, *by email*  
David L. Young, Esquire, *w/enc*

DEP CAMBRIA OFFICE  
APR 27 2015



BORDER OF CHECKFACE AND ENDORSEMENT LINES ON BACK CONTAIN MICROPRINTING. MAGNETIC TO VERIFY ORIGINAL DOCUMENT.

CLOE MINING INC.

P.O. BOX 1

GRAMPLAND, PA 16838

COMMERCIAL BANK

MAIN OFFICE CLAREFIELD, PA

60-627/313

March 17, 2015

3525

PAY TO THE ORDER OF William L. Horner & Richard E. Horner

\$10,000.00

Ten thousand dollars and 00/100ths of a dollar

Rent for Renewal of Lease agreement dated April 25, 2006 for Cloe Mining Inc. aka Cloe Mining Inc.

100352511031305216111131839131

WARNING - THIS DOCUMENT HAS A SECURITY COLOR BACKGROUND ON FACE AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK

CLOE MINING INC.

March 17, 2015

William L. Horner & Richard E. Horner  
\$10,000.00

Rent for renewal of lease agreement dated April 25, 2006 for Cloe Mining Inc. aka Cloe Mining Inc.

3525

DEP CAMBRIA OFFICE  
APR 27 2015

2006 JUN 19 AM 10:38

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on the 25th  
day of April, 2006, by and between WILLIAM HORNER and  
RICHARD E. HORNER of P. O. Box 27, Oliveburg, Pennsylvania  
15764, hereinafter referred to as "Lessor",

A

N

D

CLOE MINING COMPANY, INC., a Pennsylvania Corporation with  
offices at P. O. Box J, Grampian, PA 16838, hereinafter referred  
to as "Lessee".

W I T N E S S E T H:

WHEREAS, LESSOR is the owner of certain real estate situate  
in Young Township, Jefferson County, Pennsylvania, containing  
approximately 104 acres, being more particularly described in a  
deed from Barilar Coal Company, Inc. to William L. Horner and  
Richard E. Horner, dated November 20, 1997 and recorded in  
Jefferson County, Pennsylvania, in Deed Book 101, Page 779,  
hereinafter called "the Premises"; and

WHEREAS, Lessee previously conducted surface mining  
operations on the Premises while owned by a predecessor in title  
to Lessor and Lessee has been and is currently being required by  
the Pennsylvania Department of Environmental Protection ("DEP")  
to maintain a post-mining discharge treatment system on the  
Premises; and

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WHEREAS, Lessee has submitted to DEP a design plan for an enhanced treatment system ("System"), which DEP has approved; and

WHEREAS, Lessor and Lessee have reached an agreement for a lease by Lessor to Lessee of that portion of the Premises required for construction and maintenance of the System, and for access across the Premises to and from the same.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for the further consideration of the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, in hand paid by Lessee to Lessor, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. Lessor hereby leases unto Lessee, subject to the terms and conditions hereof, that portion of the Premises, as set forth on Exhibit "A", which is required for the construction, maintenance and upgrading of the System, and for obtaining water samples therefrom.

2. Lessor also hereby grants and conveys unto Lessee an assignable twenty (20') foot easement for a right-of-way for ingress, egress and regress, in, on, over and across an existing roadway on the Premises from Township Road T-450 to Demko Lane to the System.

3. The lease and easement rights granted and conveyed hereby shall extend to Lessee, its representatives, agents, employees, and contractors and to agencies and representatives of the Commonwealth of Pennsylvania, except, however, that Gary

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Potter will not be included as a person who has the right to enter upon any portion of the Premises.

4. Lessee shall maintain the right-of-way which it will use.

5. Lessee shall keep the leased area and the right-of-way free of litter and refuse and shall not discard any refuse or litter on any other part of the Premises.

6. The present gate shall be maintained by Lessee and the Lessor and Lessee shall keep the same locked when not in use by them, and they shall each have a key or combination to the lock thereon.

7. Lessee agrees to post with DEP the necessary bonding or monetary amount as agreed upon by Lessee and DEP.

8. Lessor and Lessee shall comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the exercise of the rights herein conferred.

9. In the event of a breach by either party to this Lease Agreement, the other party shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach and/or for relief by other available legal and/or equitable remedies. Any costs and expenses of any such proceeding(s), including reasonable attorneys' fees, shall be paid by the defaulting party if the moving party is successful.

10. This Lease shall be for a term of ten (10) years from the date hereof, with Lessee having the right to renew the

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Lease every ten years for an additional \$10,000.00 for each ten year period. In order to renew the Lease, Lessee must give Lessor written notice of its intention to so renew at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, and pay Lessee at that time the \$10,000.00 rental fee for the additional ten year period.

11. Lessee will reimburse Lessor for Lessor's attorney's fees incurred in this matter in the total amount of \$400.00 at the time of execution of this Lease.

12. This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

13. If any provision(s) of this Lease or portion thereof or the application thereof to any person, or circumstance, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Lease, or the application of such provision(s) or portion thereof to any other person or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration of this Lease. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

14. This Lease shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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15. Nothing in this Lease shall be construed to make the parties hereto partners or joint venturers or render any party liable for the debts or obligations of the other. This Lease, and the easement and right-of-way granted and created herein and the rights, restrictions and obligations created hereunder shall run with the land and be unaffected by any change in the ownership of any parcel or by any change of use, reconstruction, upgrade or other circumstance, except as specified herein.

16. Lessee shall have the right to assign, either wholly or partially, its right, title and interest herein to any organization for the purpose of completing, maintaining and upgrading the System as set forth herein.

17. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

18. All notices and other communications required or permitted hereunder shall be made in writing and shall be duly given if delivered either via telecopier or mailed first class, U.S. mail, certified or registered U. S. mail, return receipt requested, postage prepaid, as follows:

A. To Lessor: William Horner  
P. O. Box 27  
Oliveburg, PA 15764

with a copy to: J. Kipp Lukehart, Esquire  
LUKEHART & LUNDY  
Union Street, P. O. Box 74  
Punxsutawney, PA 15767

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B. To Lessee: Cloe Mining Company, Inc.  
P. O. Box J  
Grampian, PA 16838

with a copy to: Laurance B. Seaman, Esquire  
Gates & Seaman  
P. O. Box 846  
Clearfield, PA 16830

19. A Memorandum of this Lease may be recorded by Lessee at its expense in the Jefferson County Recorder of Deeds' Office and Lessor agrees to execute one contemporaneously herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year so indicated.

WITNESS:

Wendy M. Bisk  
Wendy M. Bisk

William Horner  
William Horner  
Richard E. Horner  
Date: 5/9/06

LESSOR

ATTEST:

Shad B. Spencer  
Shad B. Spencer, Co-Guardian of the Estate of Robert G. Spencer, Secretary

CLOE MINING COMPANY, INC.  
By:

Shad B. Spencer  
Shad B. Spencer, Co-Guardian of the Estate of Robert G. Spencer, President

ATTEST:

Timothy N. Morgan  
Timothy N. Morgan, Co-Guardian of the Estate of Robert G. Spencer, Secretary

By:

Timothy N. Morgan  
Timothy N. Morgan, Co-Guardian of the Estate of Robert G. Spencer, President

Date:

4/25/06

LESSEE

DEPT. OF REVENUE OFFICE  
APR 27 2015

BK392PG0150

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Jefferson

:  
: SS:  
:

On this, the 9<sup>th</sup> day of May, 2006, before me, the undersigned officer, personally appeared WILLIAM HORNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

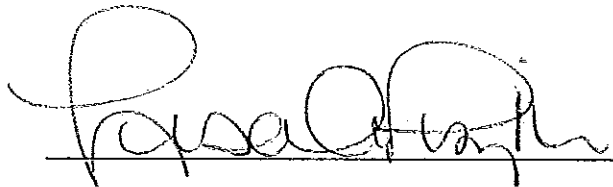
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Lisa A. Piszker, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 21. 2006

Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Jefferson

:  
: SS:  
:

On this, the 9<sup>th</sup> day of May, 2006, before me, the undersigned officer, personally appeared RICHARD E. HORNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

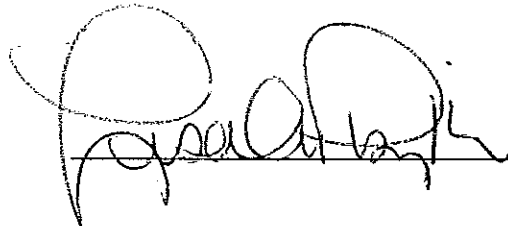
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Lisa A. Piszker, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 21. 2006

Member, Pennsylvania Association of Notaries



DEP CAMBRIA OFFICE

APR 27 2015

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COMMONWEALTH OF PENNSYLVANIA

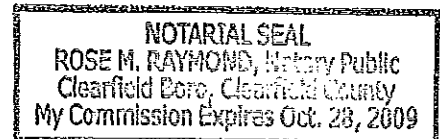
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: SS:  
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COUNTY OF CLEARFIELD

On this, the 28<sup>th</sup> day of April, 2006,  
before me, the undersigned officer, a Notary Public in and for  
said State and County, personally appeared Shad B. Spencer, Co-  
Guardian of the Estate of Robert G. Spencer, President and  
Secretary of CLOE MINING COMPANY, INC., a Pennsylvania  
corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania, as amended, and that he as such  
Co-Guardian being authorized to do so, executed the foregoing  
instrument for the purposes therein contained on behalf of CLOE  
MINING COMPANY, INC.

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

Rose M. Raymond



COMMONWEALTH OF PENNSYLVANIA

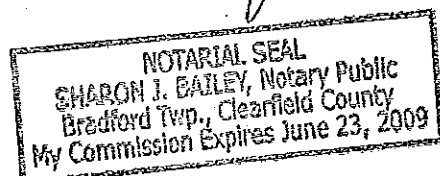
:  
: SS:  
:

COUNTY OF CLEARFIELD

On this, the 25<sup>th</sup> day of April, 2006,  
before me, the undersigned officer, a Notary Public in and for  
said State and County, personally appeared Timothy N. Morgan,  
Co-Guardian of the Estate of Robert G. Spencer, President and  
Secretary of CLOE MINING COMPANY, INC., a Pennsylvania  
corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania, as amended, and that he as such  
Co-Guardian being authorized to do so, executed the foregoing  
instrument for the purposes therein contained on behalf of CLOE  
MINING COMPANY, INC.

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

Sharon J. Bailey



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APR 27 2015

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**Exhibit E**  
**Recapitilization Cost**  
**Marion Center No. 1**  
**Cloe Mining 101**  
**Cloe Mining Craft No. 2**

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APR 27 2015

Company Name Cloe Mining

Exhibit E

Printed on 02/18/2014

Project Disch A plus combined recapSite Name Marion Center #1

# AMD TREAT RECAPITIALIZATION COST



AMD TREAT

Calculation Period 75 yrs Inflation Rate 3.10 %Net Return Rate 8.43 %Recapitalization Name Trust recap

A. Description of Item	B. Unit Cost Per Item	C. Quantity	D. Total Item Cost	E. Life Cycle	F. Number of Periods	G. Total PV
1. rebuild entire system A	1,579	1	1,579	20	3	863
2. rebuild entire system E, X	5,444	1	5,444	20	3	2,976
3.	0	0	0	0	0	0
4.	0	0	0	0	0	0
5.	0	0	0	0	0	0
6.	0	0	0	0	0	0
7.	0	0	0	0	0	0
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 7,023 \$PV Grand Total 3,839 \$

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APR 27 2015

Company Name Cloe Mining Company, Inc.

Printed on 03/07/2014

Project 33860113-GGSite Name Job No. 101

Life of Trust Fund	75	yr
Inflation Rate	3.10	%
Return Rate	8.43	%

## AMD TREAT RECAPITIALIZATION COST



AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	16,631	16,631	Initial Fund Amount				
1	18,033	18,033	0	51	58,393	58,393	0
2	19,553	19,553	0	52	63,316	63,316	0
3	21,201	21,201	0	53	68,653	68,653	0
4	22,988	22,988	0	54	74,441	74,441	0
5	24,926	24,926	0	55	80,716	80,716	0
6	27,028	27,028	0	56	87,521	87,521	0
7	29,306	29,306	0	57	94,899	94,899	0
8	31,777	31,777	0	58	102,899	102,899	0
9	34,455	34,455	0	59	111,573	111,573	0
10	37,360	23,790	13,570	60	120,979	37,723	83,255
11	25,795	25,795	0	61	40,903	40,903	0
12	27,970	27,970	0	62	44,351	44,351	0
13	30,328	30,328	0	63	48,090	48,090	0
14	32,885	32,885	0	64	52,144	52,144	0
15	35,657	35,657	0	65	56,540	56,540	0
16	38,663	38,663	0	66	61,306	61,306	0
17	41,922	41,922	0	67	66,474	66,474	0
18	45,456	45,456	0	68	72,078	72,078	0
19	49,288	49,288	0	69	78,155	78,155	0
20	53,443	28,892	24,550	70	84,743	-0	84,743
21	31,328	31,328	0	71	-0	-0	0
22	33,969	33,969	0	72	-0	-0	0
23	36,832	36,832	0	73	-0	-0	0
24	39,937	39,937	0	74	-0	-0	0
25	43,304	43,304	0	75	-0	-0	0
26	46,955	46,955	0	76	0	0	0
27	50,913	50,913	0	77	0	0	0
28	55,205	55,205	0	78	0	0	0
29	59,859	59,859	0	79	0	0	0
30	64,905	39,916	24,989	80	0	0	0
31	43,280	43,280	0	81	0	0	0
32	46,929	46,929	0	82	0	0	0
33	50,885	50,885	0	83	0	0	0
34	55,175	55,175	0	84	0	0	0
35	59,826	59,826	0	85	0	0	0
36	64,870	64,870	0	86	0	0	0
37	70,338	70,338	0	87	0	0	0
38	76,268	76,268	0	88	0	0	0
39	82,697	82,697	0	89	0	0	0
40	89,668	44,458	45,210	90	0	0	0
41	48,205	48,205	0	91	0	0	0
42	52,269	52,269	0	92	0	0	0
43	56,676	56,676	0	93	0	0	0
44	61,453	61,453	0	94	0	0	0
45	66,634	66,634	0	95	0	0	0
46	72,251	72,251	0	96	0	0	0
47	78,342	78,342	0	97	0	0	0
48	84,946	84,946	0	98	0	0	0
49	92,107	92,107	0	99	0	0	0
50	99,872	53,853	46,018	100	0	0	0

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Company Name Cloe Mining Company, Inc.

Printed on 03/07/2014

Project 33793033-D (2012)

Site Name Craft # 2 Mine

Life of Trust Fund 75 yrs

Inflation Rate 3.10 %

Return Rate 8.43 %

AMD TREAT  
RECAPITIALIZATION COST

AMD TREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule	Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	42,281	42,281	Initial Fund Amount				
1	45,845	45,845	0	51	233,134	233,134	0
2	49,710	49,710	0	52	252,788	252,788	0
3	53,900	53,900	0	53	274,098	274,098	0
4	58,444	58,444	0	54	297,204	297,204	0
5	63,371	63,371	0	55	322,258	322,258	0
6	68,713	68,713	0	56	349,425	349,425	0
7	74,506	74,506	0	57	378,881	378,881	0
8	80,787	80,787	0	58	410,821	410,821	0
9	87,597	87,597	0	59	445,453	445,453	0
10	94,982	94,982	0	60	483,005	0	483,005
11	102,989	102,989	0	61	0	0	0
12	111,671	111,671	0	62	0	0	0
13	121,085	121,085	0	63	0	0	0
14	131,292	131,292	0	64	0	0	0
15	142,360	142,360	0	65	0	0	0
16	154,361	154,361	0	66	0	0	0
17	167,374	167,374	0	67	0	0	0
18	181,483	181,483	0	68	0	0	0
19	196,782	196,782	0	69	0	0	0
20	213,371	70,940	142,431	70	0	0	0
21	76,920	76,920	0	71	0	0	0
22	83,405	83,405	0	72	0	0	0
23	90,436	90,436	0	73	0	0	0
24	98,059	98,059	0	74	0	0	0
25	106,326	106,326	0	75	0	0	0
26	115,289	115,289	0	76	0	0	0
27	125,008	125,008	0	77	0	0	0
28	135,546	135,546	0	78	0	0	0
29	146,973	146,973	0	79	0	0	0
30	159,363	159,363	0	80	0	0	0
31	172,797	172,797	0	81	0	0	0
32	187,364	187,364	0	82	0	0	0
33	203,159	203,159	0	83	0	0	0
34	220,285	220,285	0	84	0	0	0
35	238,855	238,855	0	85	0	0	0
36	258,990	258,990	0	86	0	0	0
37	280,823	280,823	0	87	0	0	0
38	304,497	304,497	0	88	0	0	0
39	330,166	330,166	0	89	0	0	0
40	357,999	95,711	262,288	90	0	0	0
41	103,779	103,779	0	91	0	0	0
42	112,528	112,528	0	92	0	0	0
43	122,014	122,014	0	93	0	0	0
44	132,300	132,300	0	94	0	0	0
45	143,453	143,453	0	95	0	0	0
46	155,546	155,546	0	96	0	0	0
47	168,658	168,658	0	97	0	0	0
48	182,876	182,876	0	98	0	0	0
49	198,293	198,293	0	99	0	0	0
50	215,009	215,009	0	100	0	0	0

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# **Exhibit F**

# **Trust Agreement**

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APR 27 2015

IN THE MATTER OF:

CLOE MINING COMPANY, INC.  
c/o CNB BANK, Executor  
Estate of Robert G. Spencer, deceased

POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

This Trust Agreement ("Trust" or "Agreement") entered into this 23<sup>rd</sup> day of April, 2015, by and between the Estate of Robert G. Spencer, deceased, c/o CNB Bank, Executor, with its principal place of business at 7 South Second Street, Clearfield, PA 16830 ("Settlor"), and CNB Bank, with its principal place of business at 7 South Second Street, Clearfield, PA 16830 and incorporated under the laws of the Commonwealth of Pennsylvania ("Trustee").

WHEREAS, the Settlor has entered into a Consent Order and Agreement dated April 23, 2015, ("CO&A") with the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department" or "Beneficiary") which is incorporated herein by reference and which contains, among other things, a requirement that the Settlor will provide adequate financial assurance that funds will be provided to operate three (3) mine drainage treatment systems to treat and otherwise prevent three (3) discharges of mine drainage known as the Craft No. 2, Cloe 101 and Marion Center No. 1 post-mining discharges hydrologically connected to Cloe Mining Company, Inc.'s ("Cloe") Operation;

WHEREAS, the Cloe No. 2 treatment system consists of:

(i) a pond and flat bottom channel with wetland vegetation, a limestone channel and a polishing pond; and

(ii) three (3) wetland cells and three (3) sets of manganese removal beds, which are located on land owned by Thomas L. and Martha F. Lovelace, Gaskill Township, Jefferson County ("Craft No. 2");

WHEREAS, the Cloe 101 treatment system consists of a wetland channel, a pond, a grass-lined ditch and final polishing pond, which are located on land owned by William Horner and Richard E. Horner, Young and Oliver Townships, Jefferson County ("Cloe 101");

WHEREAS, the Marion Center No. 1 treatment system consists of three (3) wetland ponds which are located on land owned by Musser Forest, Inc. and P & N Coal Co., Inc., Rayne Township, Indiana County ("Marion Center No. 1"), and all three (3) treatment systems collectively ("Treatment Systems");

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

WHEREAS, the use of a trust fund is authorized as an alternative financial assurance mechanism under provisions of SMCRA which contemplate such a trust is for the public purpose of protecting the environment and the health and welfare of the



public, without limitation on duration, and is a means which provides for the sound future treatment of pollutional discharges. 52 P. S. § 1396.4(d) and (d.2), 25 Pa. Code § 86.158(f);

WHEREAS, the Settlor has elected to establish this Trust pursuant to the CO&A to assure funds are available to provide for Cloe's legal obligation to provide funds for the treatment of the Craft No. 2, Cloe 101 and Marion Center No. 1 post-mining discharges;

WHEREAS, the Settlor, acting through its duly authorized officers or representatives and with the approval of the Department, has selected the Trustee under this Agreement;

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

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

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

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

WHEREAS, except as set forth in the CO&A, Settlor represents that, to the best

of its knowledge, there are no violations of any environmental law regulating the Treatment Systems as described above or the Property, as it is hereinafter defined, and that the Treatment Systems are operating in compliance with all applicable permits and approvals.

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

## ARTICLE ONE

### Establishment of Trust

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

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

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

(a) The payment or transfer to the Trustee of the sum of \$214,027.71 by Settlor.

(b) Certain easements, rights of entry and real and personal property including buildings, structures, fixtures and appurtenances described in the Contractual Consents of Landowner and Lease Agreement (Horner) attached as Exhibit A ("Property") or which may be conveyed to or acquired by the Trust in the future. Any real property shall be conveyed to the Trust by fee simple deed free and clear of all liens. Title will be fully insurable by a standard title insurance policy.

(c) Certain personal property described in Exhibit B.

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

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

§ 1.5 The Trustee shall establish within the Trust Fund two subaccounts: a subaccount designated as the Primary Trust Account and a subaccount designated as the Capital Improvement Account. The Trustee shall deposit the Trust principal identified in Sections 1.3 and 1.4 into the Primary Trust Account. The Trustee shall transfer funds into the Capital Improvement Account from the Primary Trust Account

as directed by the Department and shall deposit into the Capital Improvement Account funds received from any person for deposit into this Account. The Capital Improvement Account principal may be commingled with the principal of the Primary Trust Account for purposes of investment, but must be accounted for and reported separately as if they are assets of separate and distinct funds. The Trustee shall manage and make disbursements from the two subaccounts in accordance with the provisions of ARTICLE TWO, Distribution Payments and ARTICLE THREE, Trust Management, as set forth in this Trust Agreement.

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

§ 1.7 All payments made to the Trust or deposits into the Trust by the Settlor shall be irrevocable once made, and upon delivery thereof, by or on behalf of the Settlor, all interest of the Settlor therein shall cease and terminate, and no part thereof, nor any income therefrom, shall be used for or devoted to purposes other

than for the exclusive benefit of the Department and the Trust as provided herein.

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

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

## ARTICLE TWO

### Distribution Payments

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

§ 2.2 The Trustee is authorized and shall, upon the written order of the

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

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

### ARTICLE THREE

#### Trust Management

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

§ 3.2 The Trustee shall have a fiduciary duty to act at all times in the best interest of the Trust. It shall be the responsibility and sole authority of the Trustee to make decisions concerning investment and disposition of the assets of the Trust, and

the Trustee shall discharge its investment duty in a manner designed to meet the goals of the Trust. Subject to section 3.3(i), the Trustee shall seek to manage the Trust with that degree of judgment, skill and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with such matters, exercise in the management of their own affairs.

§3.3 For purposes of investing or reinvesting the assets in the Trust, the Trustee shall have investment discretion subject to the following guidelines:

(a) The Trustee may purchase shares of any mutual funds or “money market funds” which have their assets invested in equity shares, including any mutual fund for which the Trustee or any affiliate may be an advisor, subadvisor, manager, custodian or Trustee.

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

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

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

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

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

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

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

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

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

#### ARTICLE FOUR

##### Express Powers of Trustee

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

(a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be



necessary or appropriate to carry out the power herein granted.

(b) To register any securities held in the Trust in its own name or in the name of a nominee and to hold any security in bearer form or book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Trust and that such securities are not co-mingled with or made a part of any other account of another customer of the Trustee or the Trustee itself.

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

(d) To hold title to real and personal property and to generally exercise all rights and privileges appurtenant to any property held by the Trustee as may be necessary to preserve, protect, maintain, operate, transfer, convey or sell *such* property, and to execute and deliver any and all instruments which may be necessary or expedient in any powers granted under this Trust Agreement. However, the Trustee shall not have the power to transfer, convey or sell the personal property

described in Exhibit B without written authorization from the Department.

(e) To purchase public liability insurance and fire insurance, when directed to do so by the Department, to cover the operation, maintenance, improvement and all other activities associated with the real and personal property held by the Trust. The Trustee and the Commonwealth of Pennsylvania shall be listed on the policy as additional insureds. The insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the amounts of \$500,000 per person and \$1,000,000 per occurrence. The fire insurance shall be in the amount determined by the Department.

## ARTICLE FIVE

### Advice of Counsel

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

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

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

## ARTICLE SIX

### Claims

§ 6.1 The Trustee shall not initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust without the written consent of the Department.

§ 6.2 The Trustee shall give prompt written notice to the Department of each claim in favor of or against the Trust, specifying the amount and nature of such claim. The Trustee shall also give prompt written notice to the Department of any controversies, demands, actions, losses, damages, costs or expenses or any other matter which the Trustee believes is likely to give rise to a claim.

§ 6.3 The Department shall have the right, but not the duty to: (1) direct the Trustee to initiate, terminate, settle, compromise or otherwise adjust claims in favor of or against the Trust, and (2) participate in the prosecution of or defense against, any claim in favor of or against the Trust. To the extent the Department directs the Trustee to assume prosecution or defense, the Trustee shall retain counsel of the Department's choosing or counsel selected by the Trustee and approved by the Department. If the Department directs the Trustee to assume prosecution or defense of any claim, the Trustee shall prosecute or defend the claim at the expense of the Trust, and the Trustee shall be entitled to assess against the Trust Fund all costs associated with the prosecution or defense. Upon notice to the Trustee that the Department will assume prosecution or defense, the Trustee will not be responsible for the subsequent prosecution or defense nor for any loss ensuing therefrom. If the Department fails to instruct the Trustee with respect to the prosecution or defense of

any claim, the Trustee may prosecute or defend any claim at the expense of the Trust, but shall be under no duty to do so, and shall have no liability for its failure or refusal to prosecute or defend the claim if deems such action to be in the best interest of the Trust.

## ARTICLE SEVEN

### Evaluation and Reports

§ 7.1 The Trustee shall at least quarterly furnish to the Department and to the Settlor a statement providing an accounting of all transactions involving the Trust and confirming the value of the Trust. Such statement shall value Trust investments at market value, which shall be that market value, determined not more than thirty (30) days prior to the date of statement. Should the Settlor cease to exist or have its surety bonds forfeited, the Trustee is to discontinue providing any such statement to Settlor.

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

## ARTICLE EIGHT

### Expenses, Taxes and Trustee Compensation

§ 8.1 Compensation of the Trustee and all other reasonable and customary expenses incurred by the Trustee, including fees for legal and tax preparation services rendered to the Trustee, shall be deducted from the Trust. The Trustee must provide the Department and Settlor written notice of any proposed future changes of the Trustee's schedule of fees. The Department has thirty (30) days after receipt of the proposed changes to approve or disapprove the proposed changes to the Trustee's schedule of fees, failing which said fees shall be deemed to have been approved.

§ 8.2 The Trust is intended to be categorized, for federal income tax purposes, as a grantor trust in accordance with and under the provisions of United States Treasury Regulation Section 301.7701-4(e)(1), (2), (3) and (4) and any implementing regulations cited therein or any corresponding successor provision. All federal taxes of any kind that may be assessed or levied against or in respect of the Trust shall be taken from the Trust.

(a) Should it be determined this Trust is taxable for federal income tax purposes, the Settlor and Trustee agree the Department shall have the right to appeal the decision to the appropriate authority. Should the Department not prevail on appeal or should federal law change such that the Trust becomes taxable for federal income tax purposes, then the Department shall have the right, but not the duty, to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust or to take other measures to meet the requirements of federal law such that the Trust would not be taxable for federal income tax purposes. If the

Department elects not to exercise its right to petition to reform the Trust or to take measures to meet the requirements of federal law for the Trust to become tax exempt, then the Trustee is empowered with the right to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust for federal income tax purposes. Notwithstanding any provision of this subsection (a) to the contrary, the Trust may not be reformed such that the purposes and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlor as are provided in this Trust Agreement and in the Consent Order and Agreement between the Department and the Settlor executed the same day as this Trust Agreement.

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

(a) Should it be determined this Trust is not a charitable trust or Pennsylvania law changes so this Trust becomes taxable for Pennsylvania income tax purposes, then the income tax assessed or levied shall be taken from the Trust.

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

that the Trust would not be taxable for Pennsylvania income tax purposes. If the Department elects not to exercise its right to petition to reform the Trust, then the Trustee is empowered with the right to petition the appropriate judicial forum to reform the Trust to be a Pennsylvania charitable trust for Pennsylvania income tax purposes. Notwithstanding any provision of this subsection (b) to the contrary, the Trust may not be reformed such that the purpose and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlor as are provided in this Trust Agreement and in the Consent Order and Agreement between the Department and the Settlor executed the same day as this Trust Agreement.

§ 8.4 If at any time that the Trust itself shall become liable for any taxes, then the Trustee shall pay from the Trust Fund all such taxes then due and owing. Further, unless the Department and the Trustee otherwise agree to the contrary, immediately upon the happening of the Trust becoming liable for such taxes, the Trustee is directed and empowered (notwithstanding any provision of this Agreement to the contrary) to change the investment objective of the Trust to an objective which minimizes the tax liability of the Trust, giving due consideration to market conditions so as to avoid, to the extent possible, losses on the conversion of existing instruments. In carrying out this investment objective, the Trustee shall invest in the following:

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

(b) Shares of any mutual fund or "money market fund" which has one

hundred percent (100%) of its assets invested in the investments of the type described in the preceding subsection (a).

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

## ARTICLE NINE

### Successor Trustee

§ 9.1 The Trustee may resign or the Settlor may replace the Trustee at Settlor's discretion, which discretion is limited to replacement with a Pennsylvania chartered or national bank or corporate financial institution with trust powers or a trust company with offices in Pennsylvania and whose trust activities are examined or regulated by a state or federal agency. Any such action, however, shall only be effective by the Settlor after giving sixty (60) days' notice to the Department. The Trustee's resignation or replacement shall not be effective until a successor trustee has been appointed and such appointment confirmed, in writing, by the Department, which confirmation will not be unreasonably withheld. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder and shall be subject to the same reservations, limitations, terms and conditions. The successor trustee shall specify the date on which it will assume administration of the Trust, in writing, sent to the Trustee and Department, by certified mail, return receipt requested, not less than ten (10) days before such assumption takes effect. Upon the successor trustee's acceptance of the appointment, the Trustee hereunder shall assign, transfer, convey and pay-over to the successor trustee the funds and properties then constituting the Trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after



the last quarterly statement provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

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

## ARTICLE TEN

### Instructions to the Trustee

§ 10.1 All orders and instructions by the Department to the Trustee shall be in writing, and signed by the Deputy Secretary for Mineral Resources, the Director of the Bureau of Mining and Reclamation, the Director of the Bureau of District Mining Operations, the District Mining Manager, or such other persons as the Department may designate by amendment, in writing, to this Agreement. The Trustee shall be fully protected and shall not be liable to any party while acting in accordance with the Department's orders and instructions, when such orders and instructions are authorized by the Agreement and consistent with the Trustee's fiduciary duty to the Trust, and, to the extent necessary, shall be held harmless from the Trust fund. The Trustee shall not have the right to assume, in the absence of written notice to the contrary, that an event constituting a change or termination of the authority of any person to act on behalf of the Department hereunder has occurred. The Trustee, upon receipt of orders, requests or instructions by the Department which are signed by a person purporting to be designated by the Department, but not listed above or in any written amendment to this Agreement, shall with due diligence ascertain if such persons are designated by the Department and have authority to act on behalf of the Department hereunder.

§ 10.2 The Trustee may request and rely upon the written instruction of the Department with respect to decisions concerning the operation of the Facility and any other treatment facilities which may be required in the future. Decisions concerning investment and disposition of the assets of the Trust are the sole responsibility of the

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Trustee, and the Trustee shall act in a manner consistent with its fiduciary duty to the Trust, notwithstanding instructions of the Department related to investment and disposition of assets which may be to the contrary.

## ARTICLE ELEVEN

### Trustee Exculpation

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

§ 11.2 As to all actions taken by the Trustee with respect to the administration of the Trust, the Trustee shall not be answerable or liable for the exercise or nonexercise of any discretion or power under this Agreement nor for anything whatever in connection with the Trust hereunder, except for its own gross negligence or willful misconduct or that of its agents. Except in the case of the Trustee's own gross negligence or willful misconduct, the Trustee shall be entitled to be exonerated and indemnified from the Trust Fund against any and all losses, claims, costs, expenses and liabilities arising out of in connection with the administration or distribution of the Trust Fund or the affairs of the Trust. The provisions of this section shall also extend to the employees and agents of the Trustee.

## ARTICLE TWELVE

### Irrevocability and Termination

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

(a) The Department determines that the Trust is no longer required, including when the Department has accepted a bond or bonds from the Settlor pursuant to Paragraph 6(e) of the CO&A.

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

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

Upon termination of the Trust, the Trustee shall distribute any residuum, less final trust administration expenses of the Trustee, to the Department, unless directed otherwise in writing by the Department.

## ARTICLE THIRTEEN

### Amendments

§ 13.1 This Trust Agreement may be amended by an instrument in writing, executed by the Settlor or Trustee and the Department or by the Trustee and the Department in the event the Settlor ceases to exist or has had its bonds forfeited, but during the existence of the Settlor any amendment of this Trust Agreement cannot in any manner affect the irrevocable nature of the Trust.

## ARTICLE FOURTEEN

### Notices

§ 14.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to the Department and the Trustee by certified mail, return receipt requested, addressed to the following addresses, and shall be deemed to be received upon the earlier of the date of signed receipt of the certified mailing or seven (7) days following the date of mailing:

#### Department:

Joseph Ferrara, District Mining Manager  
Department of Environmental Protection  
Knox District Mining Office  
White Memorial Building  
Knox, PA 16232

Dan Sammarco, District Mining Manager  
Department of Environmental Protection  
Cambria District Mining Office  
286 Industrial park Road  
Ebensburg, PA 15931-4119

#### Trustee:

CNB Bank  
Attn: Calvin R. Thomas, Jr., Vice President and Trust Officer  
7 South Second Street  
Clearfield, PA 16830  
Telephone: 814-765-1683  
Facsimile: 824-765-0872

§ 14.2 Any change in the above addresses shall be made by giving notice to all parties to the Trust.

## ARTICLE FIFTEEN

### Interpretation

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

## ARTICLE SIXTEEN

### Construction

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

§ 16.2 In case of the merger or consolidation of any corporate Trustee serving hereunder, the resultant company shall become such Trustee's successor without notice to any party.

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

§ 16.4 All covenants and agreements contained herein shall be binding upon and inure to benefit the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action, taken by the Department or the Trustee shall bind their successors and assigns.

§ 16.5 It is the intention of the parties hereto that this Trust remain in existence until terminated in accordance with the provisions of ARTICLE TWELVE hereof and that the Trust be exempt from the application of any rule against perpetuities by reason of the Department's beneficial interest herein because the Trust is authorized by the Pennsylvania Surface Mining Conservation and Reclamation Act which contemplates no limitation on duration, and because the Trust is for the public purpose of assuring funds will be available in the future to ensure the Facility will continue to be maintained and operated to protect the environment and the health and welfare of the public. However, in the event that it is ever finally determined by a court with jurisdiction in the matter, that the Trust is subject to any such rule, then the Trust shall terminate twenty-one (21) years less one (1) day, after the death of the last descendent of Ambassador Joseph P. Kennedy living on the date of this Trust Agreement, and the Trust Fund shall be distributed to the Department, less final trust administration expenses of the Trustee.

## ARTICLE SEVENTEEN

### Situs

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

ATTEST:

Dorothy M. Turner

SETTLOR:

ESTATE OF ROBERT G. SPENCER,  
deceased

By: CNB BANK, Executor

BY:

Andrew Roman  
Vice President Trust Officer  
CNB Bank

TRUSTEE:

CNB BANK

BY:

Calvin R. Thomas, Jr.  
Vice President and Trust Officer  
CNB Bank

ATTEST:

Dorothy M. Turner

ATTEST:

Quarantine Kassay

DEPARTMENT:

BY:

William S. Plassio  
William S. Plassio  
Bureau Director  
District Mining Operations



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.

SETTLOR:

ESTATE OF ROBERT G. SPENCER,  
deceased

By: CNB BANK, Executor

BY: \_\_\_\_\_

Andrew Roman  
Vice President Trust Officer  
CNB Bank

ATTEST:

Dorothy M. Lerner

TRUSTEE:

CNB BANK

BY: \_\_\_\_\_

Calvin R. Thomas, Jr.  
Vice President and Trust Officer  
CNB Bank

ATTEST:

Dorothy M. Lerner

ATTEST:

\_\_\_\_\_

DEPARTMENT:

BY: \_\_\_\_\_

William S. Plassio  
Bureau Director  
District Mining Operations

Approved as to Form:

BY: Barbara Grabowski  
Barbara J. Grabowski  
Assistant Counsel  
Office of Chief Counsel  
Department of Environmental Protection

List of Exhibits:

Exhibit A: Contractual Consents for Landowners, Lease Agreement  
Exhibit B: Personal Property  
Exhibit C: Trustee Schedule of Fees

**Exhibit A**  
**Contractual Consents for**  
**Landowners,**  
**Lease Agreement**

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APR 27 2015

PART C

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

AUTHORIZATION TO MINE

PERMIT NO. 1-02234-32813007-06(C)

Permittee: Cloe Mining Company, Inc.  
103 North Gilpin Street  
Punxsutawney, PA 15767  
Name of Operation Marion Center Mine No. 1  
Type Operation Surface-Auger Mining  
BI# 06(C) Issuance Date April 30, 1992  
Original Issuance Date January 25, 1984  
Expiration Date January 25, 1994  
Townships East Mahoning and Rayne  
County Indiana

- A. Permittee is hereby authorized to conduct coal mining activities on lands of P. & N. Coal Co., Inc.; Musser Forests, Inc.; Doris J. Fike; and Cloe Mining Co., Inc. situated in East Mahoning and Rayne Townships, Indiana County. Surface owners consent is attested to by inclusion of properly executed Consent of Landowner form submitted in support of this approval.
- B. Surface coal mining activities are limited to the area designated as shaded in brown, red, blue, green & purple in the map submitted in support of the request for BI# 06, shaded in red & green on the map for CR# 386081, and shaded in orange & green on the map for CR# 386116 which cover 166.8 acres.
- C. The maximum allowed depth of pit or height of highwall is 85 feet for 84.9 acres & 115 feet for 10.8 acres. The maximum length of cut allowed is 1500 feet unless otherwise specified and approved in writing by the Department.

D. Bond Description

- ☒ Original Bond (Replacement) ☐ Additional Bond
- ☒ Surety Bond-No. SJ 1524293 in Amount of \$352,845.00 with Utica Mutual Insurance Company as surety.
- ☐ Collateral Bond dated \_\_\_\_\_ in Amount of \_\_\_\_\_ supported by \_\_\_\_\_

Bond Rate Calculations for BI# 06(C):

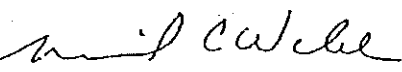
	15.8 acres - Mining Stage II @ \$450/AC	= \$ 7,110.00
	11.3 acres - Support Stage II @ \$150/AC	= \$ 1,695.00
	13.4 acres - Mining Stage I @ \$1200/AC	= \$ 16,080.00
	84.9 acres - Mining @ \$3000/AC	= \$254,700.00
<input checked="" type="checkbox"/> Additional Remarks	0.9 acres - Support Stage I @ \$400/AC	= \$ 360.00
	29.7 acres - Support @ \$1000/AC	= \$ 29,700.00
	10.8 acres - Mining @ \$4000/AC	= \$ 43,200.00

TOTAL = 166.8 acres; Total Replacement Bond Required for BI#06(C) = \$352,845.00

- E. The approved erosion and sediment control facility related to the area to be mined in accordance with this authorization must be constructed in accordance with the approved plan, certified by a professional engineer, and the engineering certification submitted to the Department prior to the commencement of other coal mining activities in this area.
- F. The attached sheet contains eighteen (18) additional special conditions or requirements relating to this authorization.

mrf

cc: Don Wissinger, M.C.I.  
Utica Mutual Insurance Company  
Robert Slatick  
File

By:   
Michael C. Welch

Title: District Mining Manager  
Field Operations, DEP CAMBRIA OFFICE  
Mining and Reclamation  
APR 27 2015

## CONSENT OF LANDOWNER

We the undersigned, the owners of land located in \_\_\_\_\_

East Mahoning

(Township)

Indiana

(Borough)

(County)

upon which R. Dean Neal D/B/A Keystone Mining Company

(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purpose of conducting surface mining operations, if commenced within a period of five (5) years from the date of execution of this instrument. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this Twenty Fourth day of November, 19 80.

R. Dean Neal Co. Inc.Lyn Ma Neal Pres (SEAL)  
(Signature of Landowner)

(Signature of Landowner)

(SEAL)

## ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Jefferson

SS.

On this the 24<sup>th</sup> day of November, 19 80, before me, the subscriber, a Notary Public, personally appeared the above named M. A. Neal who after being duly sworn according to law acknowledge that he have read this instrument, that it is true and correct and that it is his act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Darlene A. Rich

NOTARY PUBLIC

DARLENE A. RICH, NOTARY PUBLIC

PUNXSUTAWNEY BOROUGH

JEFFERSON COUNTY

MY COMMISSION EXPIRES MAY 19 1981

## INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and for said county, in Book 794 Page 37

Given under my hand and seal of this office, this 22 day of April, 19 81

Donald B. Shank Recorder

DEP CAMBRIA OFFICE

APR 27 2015

RECORDERS OFFICE  
INDIANA CO. PA.  
DONALD B. SHANK, RECORDER  
APR 22 9 28 AM '81  
TAX AND FEES - Fee Paid  
STAMP - STATE

46975

34  
PAGE  
34

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF SURFACE MINE RECLAMATION

APPL. NO. (Departmental use only)

CONSENT OF LANDOWNER Transferred to Mr. #  
102234-32870116-01-0

We the undersigned, the owners of land located in

East Mahoning

(Borough)

Indiana

(Township)

(County)

upon which R. Dean Neal D/B/A Keystone Mining Company

(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purposes of conducting surface mining operations. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this 14th day of August, 1980.

Fred A. Musser, Trustee (SEAL)  
(Signature of Landowner)

Dorothy L. Musser (SEAL)  
(Signature of Landowner)

Musser Forest, Inc.

ACKNOWLEDGMENT

RECORDERS OFFICE  
INDIANA CO. PA.  
W. B. SHANK, RECORDER

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF INDIANA

SS.

On this the 14th day of August, 1980, before me, the subscriber, a Notary Public, personally appeared the above named Fred A. Musser and Dorothy Musser who after being duly sworn according to law acknowledge that they have read this instrument, that it is true and correct and that it is their act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

Elizabeth L. Fitzgerald

NOTARY PUBLIC  
ELIZABETH L. FITZGERALD, Notary Public  
Indiana, Indiana County, Pa.  
My Commission Expires Aug. 24, 1981

INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and for said county, in Deed Book 284 Page 36

Given under my hand and seal of this office, this 22 day of April, 1981  
Donald B. Shank Recorder

DEP CAMBRIA OFFICE

APR 27 2015

CONSENT OF LANDOWNER

Transferred to M.P. #  
102234-328/0116-01-0

We the undersigned, the owners of land located in \_\_\_\_\_  
(Borough)

Rayne

(Township)

Indiana

(County)

upon which R. Dean Neal D.B.A. Keystone Mining Company  
(Name of Operator)

is to conduct a surface mining operation for which an application for permit is being made and of which application this instrument of consent is made a part, do hereby grant irrevocably to the operator named above, his heirs, executors, administrators, successors, transferees and assigns the right to enter upon the land for the purposes of conducting surface mining operations. Furthermore, we do hereby irrevocably grant to the operator, his heirs, executors, administrators, successors, transferees, assigns and the Commonwealth of Pennsylvania or any of its authorized agents, the right to enter upon the aforesaid land during the mine operation and for a period of five (5) years after the termination, completion, or abandonment of the surface mining operation for the purposes of inspection, studying, backfilling, planting, reclaiming and abating pollution in accordance with the provisions of the Surface Mining Conservation & Reclamation Act of May 31, 1945, P.L. 1198, as amended.

In witness whereof we have hereunto set our hands and seal intending to legally bind ourselves, our heirs, executors, administrators, successors, transferees and assigns this 4th day of

February, 1981.

Doris J. Fike (SEAL)  
(Signature of Landowner)

\_\_\_\_\_  
(Signature of Landowner)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Indiana : SS.

On this the 4th day of February, 1981, before me, the subscriber, a Notary Public, personally appeared the above named Doris J. Fike who after being duly sworn according to law acknowledge that she have read this instrument, that it is true and correct, and that it is her act and deed and desire the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Patricia Lou Hainaut  
NOTARY PUBLIC

PATRICIA LOU HAINAUT, NOTARY PUBLIC  
INDIANA BOROUGH, INDIANA COUNTY  
MY COMMISSION EXPIRES AUG. 23, 1984  
Member, Pennsylvania Association of Notaries

INSTRUCTIONS:

1. File one (1) copy for each landowner.
2. If the land is owned by one or more persons, all owners must sign.
3. If owned by an Estate, authority for signing must be established.

COMMONWEALTH OF PENNSYLVANIA  
INDIANA COUNTY, SS

RECORDED in the office for the Recording of Deeds, etc., in and  
for said county, in Deed Book 23

Volume 794 Page 33

Given under my hand and seal of this office, this 22  
day of April, 1981

Donald B. Shank Recorder

RECORDERS OFFICE  
INDIANA CO. PA.  
ALD B. SHANK, RECORDER  
22 9 25 AM '81  
LAND FEES 9.00  
STATE  
DEP CAMBRIA OFFICE

APR 27 2015

## CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 7 more or less acres of land located in Marion Center Borough, Indiana County, as described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Deed Bk. 887 Page 611 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Cloe Mining Company, Inc. proposes to engage in surface

(Name of Mining Operator)  
mining activities for which application for permit will be made to the Department of Environmental Resources and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the Mining Operator and the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and The Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

INSERT ADDITIONAL PROVISIONS OR CROSS OUT

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 21<sup>ST</sup> day of JANUARY, 1985.

CLOE MINING COMPANY INC.

LANDOWNER

(Print Name)

By:

(Signature)

(Seal)

(Print Name)

By:

(Signature)

(Print Name)

Mail Cloe Mining Co. Inc.  
116 E Mahoning St.  
Punxsutawney, Pa 15767

DEP CAMBRIA OFFICE

APR 27 2015



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

APPL. NO. (Department Use Only)

CONTRACTUAL CONSENT OF LANDOWNER

(I) (We), the undersigned, being the owner(s) of 58 more or less acres of land located in  
Gaskill Jefferson County, as  
(Township, Borough, City)  
described in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s)  
Deed Book 256, p. 284 and shown by crosshatched lines on the  
map attached hereto which is signed in the original by the landowner upon which  
Cloe Mining Company, Inc.  
(Name of Mining Operator) proposes to engage in surface

mining activities for which application for permit will be made to the Department of Environmental Resources and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the Mining Operator and the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), during the mining activity(ies) and for a period of five (5) years after the completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Surface Mining Conservation and Reclamation Act, The Clean Streams Law, and The Coal Refuse Disposal Act, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

INSERT ADDITIONAL PROVISIONS OR CROSS OUT

In witness whereof and intending to legally bind ~~(myself)~~ (ourselves), ~~(my)~~ (our) heirs, successors and assigns, ~~(I)~~ (we) have hereunto set ~~(my)~~ (our) hand(s) and seal this 8th day of APRIL, 19 85.

THOMAS L. LOVELACE  
LANDOWNER (Print Name)

By: Thomas L. Lovelace  
(Signature) (Seal)

Thomas L. Lovelace  
(Print Name)

By: Martha E. Lovelace  
(Signature)

Martha E. Lovelace  
(Print Name)

DEP CAMBRIA OFFICE

BOOK 501 PAGE 499

APR 27 2015

# ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF PENNSYLVANIA

COUNTY OF JEFFERSON

SS

On APRIL 8, 1985

, before me, the undersigned Notary, personally appeared  
THOMAS L. AND MARTHA F. LOVELACE

(Name(s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that THEY

(he, she or they)

executed the same and desires it to be recorded.

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

(SEAL)

Notary Public

Michael A. Stello

My Commission Expires:

MICHAEL A. STELLO, NOTARY PUBLIC

YOUNG TOWNSHIP, JEFFERSON COUNTY

MY COMMISSION EXPIRES MARCH 2, 1987

Member, Pennsylvania Association of Notaries

## ACKNOWLEDGEMENT OF CORPORATIONS

LANDOWNER

STATE OF

COUNTY OF

SS

On \_\_\_\_\_, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of

(Title of Person)

(Name of Corporation)

, a corporation, and the (s)he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

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

(SEAL)

Notary Public

My Commission Expires:

(date)

This instrument has been recorded in \_\_\_\_\_

County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_,

19 \_\_\_\_\_, at Book \_\_\_\_\_, Page (s) \_\_\_\_\_

RECEIVED

(Signed) \* (Print Name)

APR 10 1985

(Sealed)

ENVIRONMENTAL RESOURCES  
Knox District Office

BOOK 501 PAGE 500

DEP CAMBRIA OFFICE

APR 27 2015

LAURANCE B. SEAMAN  
E-MAIL: lbs@gslaw.biz

ANDREW P. GATES  
E-MAIL: apg@gslaw.biz

LAW OFFICES  
GATES & SEAMAN, LLP  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830  
(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

March 18, 2015

William Horner  
P. O. Box 27  
Oliveburg, PA 15764

Re: Lease Agreement dated April 25, 2006  
Cloe Mining Company, Inc.

Dear Mr. Horner:

Please find enclosed Check No. 3525 in the amount of \$10,000.00 to you and your son, Richard E. Horner, as the Lessors in the above-noted Lease. This evidences the intention of Cloe Mining Company, Inc. to renew said Lease for an additional period of ten (10) years from April 25, 2016 to April 25, 2026.

Since your attorney at that time, J. Kip Lukehart, Esquire, is now deceased, a copy of this notice is being sent to David L. Young, Esquire, of Punxsutawney, Pennsylvania, whom we understand is now representing you. He has advised that we are not to send a copy of any other attorney.

Very truly yours,

GATES & SEAMAN, LLP  
By: 

Laurance B. Seaman

LBS/sjb  
enclosure

xc: Cloe Mining Company, Inc.,  
c/o CNB Bank, Executor of the Estate of Robert G. Spencer, *by email*  
David L. Young, Esquire, *w/enc*

DEP CAMBRIA OFFICE

APR 27 2015

BORDER OF CHECK FACE AND ENDORSEMENT LINES ON BACK CONTAIN MICROPRINTING. MAGNIFY TO VERIFY ORIGINAL DOCUMENT.

GEORGE MINING INC.

P.O. BOX 100

GRAMPAN, PA 16838

COMMERCIAL BANK  
VAN DYKE CLEARING CO.

60-627613

March 17/2015

3525

PAY TO THE ORDER OF William L. Horner & Richard L. Horner

Ten thousand dollars and 00/100ths \$10,000.00

Re: Renewal of lease agreement dated April 25, 2006 for Cioe Mining Inc.

aka Cioe Mining Inc.

*William L. Horner*  
*Richard L. Horner*

WARNING - THIS DOCUMENT HAS A SECURITY COLOR BACKGROUND ON FACE AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK

CIOEMINING INC

March 17, 2015

William L. Horner & Richard L. Horner  
\$10,000.00

Rent for renewal of lease agreement dated April 25, 2006 for Cioe Mining Inc. aka Cioe Mining Inc.

3525

DEP CAMBIA OFFICE

APR 27 2015

2006 JUN 19 AM 10:38

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on the 25<sup>th</sup>  
day of April, 2006, by and between WILLIAM HORNER and  
RICHARD E. HORNER of P. O. Box 27, Oliveburg, Pennsylvania  
15764, hereinafter referred to as "Lessor",

A

N

D

CLOE MINING COMPANY, INC., a Pennsylvania Corporation with  
offices at P. O. Box J, Grampian, PA 16838, hereinafter referred  
to as "Lessee".

W I T N E S S E T H:

WHEREAS, LESSOR is the owner of certain real estate situate  
in Young Township, Jefferson County, Pennsylvania, containing  
approximately 104 acres, being more particularly described in a  
deed from Barilar Coal Company, Inc. to William L. Horner and  
Richard E. Horner, dated November 20, 1997 and recorded in  
Jefferson County, Pennsylvania, in Deed Book 101, Page 779,  
hereinafter called "the Premises"; and

WHEREAS, Lessee previously conducted surface mining  
operations on the Premises while owned by a predecessor in title  
to Lessor and Lessee has been and is currently being required by  
the Pennsylvania Department of Environmental Protection ("DEP")  
to maintain a post-mining discharge treatment system on the  
Premises; and

DEP CAMBRIA OFFICE

APR 27 2015

WHEREAS, Lessee has submitted to DEP a design plan for an enhanced treatment system ("System"), which DEP has approved; and

WHEREAS, Lessor and Lessee have reached an agreement for a lease by Lessor to Lessee of that portion of the Premises required for construction and maintenance of the System, and for access across the Premises to and from the same.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for the further consideration of the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, in hand paid by Lessee to Lessor, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. Lessor hereby leases unto Lessee, subject to the terms and conditions hereof, that portion of the Premises, as set forth on Exhibit "A", which is required for the construction, maintenance and upgrading of the System, and for obtaining water samples therefrom.

2. Lessor also hereby grants and conveys unto Lessee an assignable twenty (20') foot easement for a right-of-way for ingress, egress and regress, in, on, over and across an existing roadway on the Premises from Township Road T-450 to Demko Lane to the System.

3. The lease and easement rights granted and conveyed hereby shall extend to Lessee, its representatives, agents, employees, and contractors and to agencies and representatives of the Commonwealth of Pennsylvania, except, however, that Gary

DEP CAMBRIA OFFICE  
APR 27 2015

BK392PG0146

Potter will not be included as a person who has the right to enter upon any portion of the Premises.

4. Lessee shall maintain the right-of-way which it will use.

5. Lessee shall keep the leased area and the right-of-way free of litter and refuse and shall not discard any refuse or litter on any other part of the Premises.

6. The present gate shall be maintained by Lessee and the Lessor and Lessee shall keep the same locked when not in use by them, and they shall each have a key or combination to the lock thereon.

7. Lessee agrees to post with DEP the necessary bonding or monetary amount as agreed upon by Lessee and DEP.

8. Lessor and Lessee shall comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the exercise of the rights herein conferred.

9. In the event of a breach by either party to this Lease Agreement, the other party shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach and/or for relief by other available legal and/or equitable remedies. Any costs and expenses of any such proceeding(s), including reasonable attorneys' fees, shall be paid by the defaulting party if the moving party is successful.

10. This Lease shall be for a term of ten (10) years from the date hereof, with Lessee having the right to renew the

DEP CAMBRIA OFFICE

APR 27 2015

BK392PG0147

Lease every ten years for an additional \$10,000.00 for each ten year period. In order to renew the Lease, Lessee must give Lessor written notice of its intention to so renew at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, and pay Lessee at that time the \$10,000.00 rental fee for the additional ten year period.

11. Lessee will reimburse Lessor for Lessor's attorney's fees incurred in this matter in the total amount of \$400.00 at the time of execution of this Lease.

12. This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

13. If any provision(s) of this Lease or portion thereof or the application thereof to any person, or circumstance, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Lease, or the application of such provision(s) or portion thereof to any other person or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration of this Lease. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

14. This Lease shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

DEP CAMBRIA OFFICE  
APR 27 2015

BK392PG0148



15. Nothing in this Lease shall be construed to make the parties hereto partners or joint venturers or render any party liable for the debts or obligations of the other. This Lease, and the easement and right-of-way granted and created herein and the rights, restrictions and obligations created hereunder shall run with the land and be unaffected by any change in the ownership of any parcel or by any change of use, reconstruction, upgrade or other circumstance, except as specified herein.

16. Lessee shall have the right to assign, either wholly or partially, its right, title and interest herein to any organization for the purpose of completing, maintaining and upgrading the System as set forth herein.

17. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

18. All notices and other communications required or permitted hereunder shall be made in writing and shall be duly given if delivered either via telecopier or mailed first class, U.S. mail, certified or registered U. S. mail, return receipt requested, postage prepaid, as follows:

A. To Lessor: William Horner  
P. O. Box 27  
Oliveburg, PA 15764

with a copy to: J. Kipp Lukehart, Esquire  
LUKEHART & LUNDY  
Union Street, P. O. Box 74  
Punxsutawney, PA 15767

DEP CAMBRIA OFFICE

APR 27 2015

RR392PG0119

B. To Lessee: Cloe Mining Company, Inc.  
P. O. Box J  
Grampian, PA 16838

with a copy to: Laurance B. Seaman, Esquire  
Gates & Seaman  
P. O. Box 846  
Clearfield, PA 16830

19. A Memorandum of this Lease may be recorded by Lessee at its expense in the Jefferson County Recorder of Deeds' Office and Lessor agrees to execute one contemporaneously herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year so indicated.

WITNESS:

Wendy N. Bisk  
Wendy N. Bisk

William Horner  
Richard E. Horner  
Date: 5/9/06

LESSOR

ATTEST:

Shad B. Spencer  
Shad B. Spencer, Co-Guardian of the Estate of Robert G. Spencer, Secretary

CLOE MINING COMPANY, INC.  
By:

Shad B. Spencer  
Shad B. Spencer, Co-Guardian of the Estate of Robert G. Spencer, President

ATTEST:

Timothy N. Morgan  
Timothy N. Morgan, Co-Guardian of the Estate of Robert G. Spencer, Secretary

By:

Timothy N. Morgan  
Timothy N. Morgan, Co-Guardian of the Estate of Robert G. Spencer, President

Date: 4/25/06

DEP CAMBRIA OFFICE

LESSEE APR 27 2015

BK392PG0150

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Jefferson

SS:

On this, the 9<sup>th</sup> day of May, 2006, before me, the undersigned officer, personally appeared WILLIAM HORNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

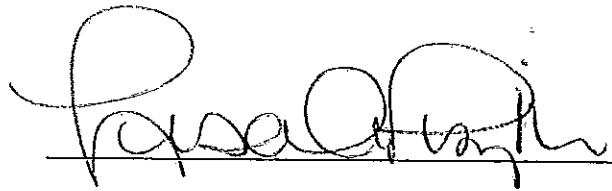
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Lisa A. Piszker, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 21, 2006

Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Jefferson

SS:

On this, the 9<sup>th</sup> day of May, 2006, before me, the undersigned officer, personally appeared RICHARD E. HORNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

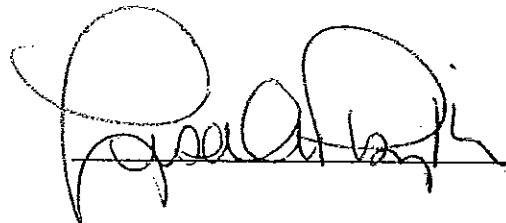
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Lisa A. Piszker, Notary Public  
Punxsutawney Boro, Jefferson County  
My Commission Expires Nov. 21, 2006

Member, Pennsylvania Association of Notaries



DEP CAMBRIA OFFICE

APR 27 2015

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COMMONWEALTH OF PENNSYLVANIA

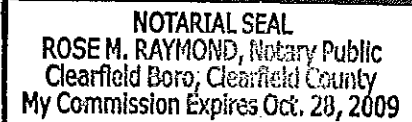
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: SS:  
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COUNTY OF CLEARFIELD

On this, the 28<sup>th</sup> day of April, 2006,  
before me, the undersigned officer, a Notary Public in and for  
said State and County, personally appeared Shad B. Spencer, Co-  
Guardian of the Estate of Robert G. Spencer, President and  
Secretary of CLOE MINING COMPANY, INC., a Pennsylvania  
corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania, as amended, and that he as such  
Co-Guardian being authorized to do so, executed the foregoing  
instrument for the purposes therein contained on behalf of CLOE  
MINING COMPANY, INC.

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

Rose M. Raymond



COMMONWEALTH OF PENNSYLVANIA

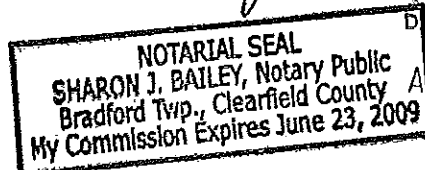
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COUNTY OF CLEARFIELD

On this, the 25<sup>th</sup> day of April, 2006,  
before me, the undersigned officer, a Notary Public in and for  
said State and County, personally appeared Timothy N. Morgan,  
Co-Guardian of the Estate of Robert G. Spencer, President and  
Secretary of CLOE MINING COMPANY, INC., a Pennsylvania  
corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania, as amended, and that he as such  
Co-Guardian being authorized to do so, executed the foregoing  
instrument for the purposes therein contained on behalf of CLOE  
MINING COMPANY, INC.

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

Sharon J. Bailey



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**Exhibit B**  
**Personal Property**

**NONE**

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**Exhibit C**  
**Trustee Schedule of Fees**

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## Irrevocable Trust & Fiduciary Accounts Guardianship Accounts (Where we are the Trustee)

	<u>Market Value</u>	<u>Annual Fee</u>
First	\$1,000,000	1.20%
Next	\$2,000,000	1.00%
Over	\$3,000,000	0.90%
Plus		
Base Administrative Fee		\$120
Minimum Annual Asset Level Fee		\$1,000

**Surcharge for Co-Trustee or Consultation:** An additional .10bps will be added to any account where the bank serves as Co-trustee or is required to consult prior to execution of decisions regarding administration or investments.

Base administrative fee includes ACH Transfers, check disbursements, and bill payments. 24 total disbursements per year included, additional disbursements will be assessed at \$5 per disbursement.

For Irrevocable Trusts a 1% termination/distribution fee will apply to principal distributions/disbursements throughout the administration and final distributions. At Death Distribution of Non-Probate Assets- Where an individual created during his lifetime a trust which on his death passes outside of his will a fee will be assessed to compensate bank for services rendered in the nature of estate administration.

### **Services Provided/Standards:**

- Access to Administrator assigned to account
- Coordination of information needed for tax preparation
- Reporting to court as needed
- 4 Discretionary requests per year (Irrevocable personal Trust only)
- Safekeeping of assets in Depository Trust Company (Non-DTC asset held \$20/yr per asset)
- Collection of income and principal on assets held
- Daily cash management of temporary balances
- Execution and settlement of trades and confirmation of transactions
- Develop and review specific investment goals for each account based on client needs
- Formal review of portfolio and investments by Trust Investment Committee
- Performance reviews with Portfolio Manager to assess investment objectives & performance
- Additional fees may be charged for handling certain special assets or types of transactions, and for additional or extraordinary officer or staff time, based on our schedule of special fees and services.

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Fee Schedule Effective 3/1/11 and subject to change at anytime without notice. Current Fee Schedule published and available at any Bank trust office upon request. Generally fees are prorated and charged monthly based on beginning market value and collected by a debit to the account on a monthly basis in the following month.

