

List of Exhibits

1. Summary of Reclamation Bonds
2. Escrow Agreement of September 18, 2008
3. Minetech Report of October 29, 2008
4. CSF Trust Participation Agreement of July 19, 2010
5. CSF Letter of October 3, 2012
6. COA of December 3, 2010
7. Mine Site Maps A. - D.
8. Raw mine Water Quality
9. Effluent Limits
10. Consent to Right of Entry Form
11. Annual O&M Costs
12. AMD Treat Recapitalization Cost
13. Present Value of Fully Funded Trust
14. Distribution or Contribution Payment Amounts
15. Primary Target Valuation
16. Schedule of Payments into the Trust
17. Assignments and Mortgages (a. - f.)

Exhibit 1

| Mine Name | Permit No. | County | Financial Guarantor Name | Bond No. | Current Amount | Bond Description |
|--------------------------|---------------------|-------------|--------------------------|---------------------|-------------------|------------------|
| BETHLEHEM | 11860104 | Cambria | FIRST NATL BANK LILLY | 38377 | \$3,200.00 | Cash/Check |
| | | | FIRST NATL BANK LILLY | 41265 | \$3,600.00 | Cert. of Deposit |
| | | | INS CO OF NORTH AMER | K03451227 | \$72,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450144 | \$93,600.00 | Surety |
| | | | INS CO OF NORTH AMER | K03449877 | \$113,100.00 | Surety |
| | | | INS CO OF NORTH AMER | K03443383 | \$130,080.00 | Surety |
| | | | INS CO OF NORTH AMER | K03451239 | \$211,900.00 | Surety |
| | | | | | Sum: \$628,280.00 | |
| DEAN NO 3 | 4270BSM1 | Cambria | INS CO OF NORTH AMER | K03274780 | \$500.00 | Surety |
| | | | INS CO OF NORTH AMER | K03274937 | \$19,200.00 | Surety |
| | | | INS CO OF NORTH AMER | K03274755 | \$20,200.00 | Surety |
| | | | INS CO OF NORTH AMER | K03274962 | \$31,600.00 | Surety |
| | | | | Sum: \$71,500.00 | | |
| DUNLO NO 1 STRIP | 11813040 | Cambria | INS CO OF NORTH AMER | K03451033 | \$2,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03970437 | \$6,900.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450776 | \$34,500.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450582 | \$40,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450338 | \$45,263.00 | Surety |
| | UTICA MUTUAL INS CO | SU1687362 | \$6,500.00 | Surety | | |
| | | | | Sum: \$136,763.00 | | |
| FELLER NO 2 STRIP | 11813039 | Cambria | FIRST NATL BANK LILLY | 38494 | \$100.00 | Cash/Check |
| | | | FIRST NATL BANK LILLY | 38301 | \$600.00 | Cash/Check |
| | | | FIRST NATL BANK LILLY | 34440 | \$2,690.00 | Cash/Check |
| | | | INS CO OF NORTH AMER | K03443644 | \$10,200.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450132 | \$112,500.00 | Surety |
| | | | INS CO OF NORTH AMER | K03443681 | \$166,755.00 | Surety |
| | | | INS CO OF NORTH AMER | K03049061 | \$999,315.00 | Surety |
| | UTICA MUTUAL INS CO | SU1687359 | \$2,600.00 | Surety | | |
| UTICA MUTUAL INS CO | SU1687355 | \$25,000.00 | Surety | | | |
| | | | | Sum: \$1,319,760.00 | | |
| POT RIDGE 2 STRIP | 11800102 | Cambria | ACE PROP & CAS. INS CO | S806306 | \$90,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03274998 | \$27,872.50 | Surety |
| | | | INS CO OF NORTH AMER | K03274846 | \$50,000.00 | Surety |
| | | | INS CO OF NORTH AMER | K77745415 | \$50,000.00 | Surety |
| | | | INS CO OF NORTH AMER | K03274871 | \$53,800.00 | Surety |
| | | | | | Sum: \$272,472.50 | |
| | 11803038 | Cambria | INS CO OF NORTH AMER | K03971090 | \$4,000.00 | Surety |
| | | | INS CO OF NORTH AMER | K03273210 | \$15,830.00 | Surety |
| | | | INS CO OF NORTH AMER | K03674770 | \$20,000.00 | Surety |
| | | | INS CO OF NORTH AMER | K03452372 | \$49,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03697800 | \$197,100.00 | Surety |
| | | | INS CO OF NORTH AMER | K03049085 | \$1,302,500.00 | Surety |
| UTICA MUTUAL INS CO | | | SU1687373 | \$20,600.00 | Surety | |
| | | | | Sum: \$1,609,830.00 | | |
| POT RIDGE STRIP LASKY | 56743138 | Somerset | INS CO OF NORTH AMER | K03697794 | \$800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03450570 | \$14,800.00 | Surety |
| | | | INS CO OF NORTH AMER | K03699158 | \$21,100.00 | Surety |
| | | | INS CO OF NORTH AMER | K03273222 | \$67,673.50 | Surety |
| | | | INS CO OF NORTH AMER | K03450491 | \$74,500.00 | Surety |
| | | | INS CO OF NORTH AMER | K02743656 | \$188,100.00 | Surety |
| | | | INS CO OF NORTH AMER | K03698695 | \$357,000.00 | Surety |
| | | | INS CO OF NORTH AMER | K03049073 | \$899,746.50 | Surety |
| | UTICA MUTUAL INS CO | SU1687370 | \$31,000.00 | Surety | | |
| | | | | Sum: \$1,654,720.00 | | |
| TOTAL | | | | | \$5,693,325.50 | |

ESCROW AGREEMENT

Escrow Agreement (the "Agreement") dated as of this 18th day of September, 2008 (the "Effective Date"), by and among Cooney Brothers Coal Company, a partnership, the Commonwealth of Pennsylvania, Department of Environmental Protection, an agency of the Commonwealth of Pennsylvania (the "Department") and the Clean Streams Foundation, Inc. as escrow agent hereunder (the "Escrow Agent").

WHEREAS, the Department and Cooney are negotiating a Treatment Trust Consent Order and Agreement to establish a trust to provide long term financial guarantees for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, in advance of completion of the negotiations and execution of the Consent Order and Agreement and Trust Agreement, Cooney has agreed to escrow certain moneys and other assets and to make provisions for adding to the Escrow over time; and

WHEREAS, Cooney and the Department have requested that the Escrow Agent, as escrow agent, hold the assets and disburse the funds to be deposited by Cooney pursuant to this Escrow Agreement and the Escrow Agent has agreed to accept its appointment and to act as such pursuant to this Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. Appointment. Cooney and the Department hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

2. Escrow Fund.

(a) An initial deposit of \$100,000.00; \$50,000.00 to be paid by September 20, 2008; \$50,000.00 to be paid by December 20, 2008.

(b) Upon signature of this Agreement, assignment of the cash collateral listed on Exhibit 1, together with all interest.

(c) Within 30 days of execution of the Agreement, assignment of all interest in Gen America Financial life insurance policy, 3268312, on Charles Cooney. See Exhibit 2.

(d) Within 30 days of execution of the Agreement, a mortgage on the approximately 2844 acre parcel of land in the Gallitzen/Coupon area more fully described on Exhibit 3.

(e) Within 90 days of the execution of the Agreement, assignment of all fees, royalties and other payments under the May 27, 2008 Lease and Easement Agreement, between

Angels Coal Trust and Chestnut Flats Wind LLC (Exhibit 4) and the August 28, 2006 Lease and Easement Agreement between Angels Coal Trust and Gamesa Energy USA LLC. (Exhibit 5)

(f) All royalties from mining of the Coupon site in Logan Township, Blair County, if a permit is issued by the Department.

(g) Deposit and/or assignment of the assets, monies, properties or the collateral as may be negotiated in the future.

(h) The Escrow Agent shall hold the Initial Escrow Deposit and other assets to be transferred into escrow and all Subsequent Escrow Deposits or transfers of assets (collectively the "Escrow Deposit") and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposit and the proceeds thereof (the "Escrow Fund") as directed in Section 3.

3. **Investment of Escrow Fund.** During the term of this Escrow Agreement, the Escrow Fund shall be invested and reinvested by the Escrow Agent in an interest bearing account invested so as to achieve the highest rate of return without risk to amount of the deposit(s). Periodic statements will be provided to the Department and Cooney reflecting transactions executed on behalf of the Escrow Fund. The Department and Cooney will receive a statement of transaction details upon completion of any securities transaction in the Escrow Fund without any additional cost. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment indicated on Exhibit 6 or any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Fund.

4. **Disposition and Termination.** The Escrow Agent shall disburse the Escrow Fund and the earnings thereon as follows:

(a) No monies may be withdrawn from the Escrow Fund without the written authorization of the Department, acting through the person(s) designated in Schedule 1.

(b) In the event the Department and Cooney are unable to reach agreement on the terms and conditions of a Treatment Trust Consent Order and Agreement or Cooney otherwise fails to fully fund its long term treatment obligations and it becomes necessary for the Department to withdraw funds from the Escrow Fund as a result of such default, the Department may give written notice to Cooney and Escrow Agent specifying the amount of any monies or assets to be withdrawn from the Escrow Fund and setting forth instructions directing the Escrow Agent to disburse funds from the Escrow Fund. Escrow Agent shall act upon and in accordance with such instructions. All payments and distributions to the Department pursuant to this Section 4(b) shall be made by means of wire transfer of immediately available funds to an account designated by the Department in accordance with such written delivery instructions as the Department may deliver to Escrow Agent. In the event Escrow Agent delivers all of the funds in the Escrow Fund to the Department pursuant to this Section 4(b), this Escrow Agreement shall terminate.

(c) Upon signature of a Treatment Trust Consent Order and Agreement or establishment of an alternative financial assurance mechanism as set forth in the proposed Consent Order, Cooney and the Department shall jointly submit to the Escrow Agent a written notice of termination (a "Notice of Termination") signed by both the Department and Cooney. The Notice of Termination shall set forth instructions directing the Escrow Agent to disburse the Escrow Fund, together with the earnings thereon, less the fees and expenses of the Escrow Agent deducted therefrom as provided in this Escrow Agreement. Upon delivery of the Escrow Fund by the Escrow Agent as set forth herein and in accordance with the Notice of Termination, this Escrow Agreement shall terminate.

5. Escrow Agent.

(a) Escrow Agent shall have no responsibility as to the genuineness of the signature or the validity of any document deposited in the Escrow Fund, nor as to the legal capacity or identity of the parties to this Escrow Fund, and the Escrow Agent shall be justified in every act, omission or forbearance in reliance upon the Agreement so long as and to the extent that it shall act or have acted in good faith.

(b) All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities, and the rights of the undersigned parties are contained in the Agreement. The Escrow Agent is not required to be familiar with the provisions of any other instrument or agreement and shall not be charged with any responsibility or liability in connection with the observance or non-observance, by any person, of the provisions of any other such instrument or agreement.

(c) The Escrow Agent shall not be responsible for the determination of any facts or conditions on which the parties may give notice, but the Escrow Agent may rely solely on the notice received from the parties as to the existence of such facts or conditions.

(d) The Escrow Agent may rely and shall be protected in acting upon any paper or other document which may be submitted to it in connection with its duties under the Agreement and which is believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution or validity thereof.

(e) The Escrow Agent may act or refrain from acting in respect of any matter referred to in the Agreement or additional instructions received in the performance of its duties in full reliance upon the advice of counsel which may be selected by it, and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

(f) The Escrow Agent may obey and comply with any order or process of a Pennsylvania court commanding it to do or to refrain from some act in relation to the subject matter of this Agreement. It may rely and continue to rely conclusively upon such orders or process, notwithstanding that they may be found subsequently to be void or voidable, until one of the officers of the Escrow Agent, shall have actual knowledge that such order or process shall have been modified, annulled, set aside, vacated or quashed.

Escrow Agent Office 24081117

(g) The Escrow Agent shall have a lien, which shall be paramount and prior in right of all other persons, upon all money and other property which shall have been received by it under the Agreement, to secure the payment to it of fees and expenses hereunder due to the Escrow Agent. The Escrow Agent shall not be required without its consent to relinquish, deliver or pay over any instrument, money or other property deposited with it in this Escrow Fund unless and until it shall have been paid and reimbursed its fees.

(h) Subject to the provisions of Section 7 of this Agreement governing reimbursement of expenses, disbursements and advancements, Cooney agrees to reimburse the Escrow Agent for any and all reasonable expenses which it may have at any time incurred in connection with the Agreement. Cooney shall indemnify, defend and save the Escrow Agent harmless from any claims, liabilities, judgments, attorney's fees, court costs and all other expenses of every kind and nature which may at any time be incurred by reason of its acceptance of, and its performance under, the Agreement.

6. Succession. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 10 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect. Cooney and the Department may, by mutual consent, remove the Escrow Agent at any time, with or without cause, by an instrument signed by both of them and delivered to the Escrow Agent. In the event of any resignation or removal of the Escrow Agent, the resigning or removed Escrow Agent shall deliver the Escrow Fund to such successor Escrow Agent as shall have been appointed by Cooney and the Department, and thereupon the resigning or removed Escrow Agent shall stand fully relieved and discharged of any further duties hereunder. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of the Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

7. Fees. The Escrow Agent shall receive reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Exhibit 6 attached hereto. The Escrow Agent shall also be entitled to reimbursement, upon request, for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Escrow Agreement. Such compensation and reimbursement shall be deducted from the proceeds generated by the investment of the Escrow Fund, and the Department and Cooney hereby authorize such deduction by the Escrow Agent.

8. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given: (a) upon delivery if delivered personally or upon confirmed transmittal if by facsimile; (b) on the next business day if sent by overnight courier; or (c) four (4) business days after mailing if mailed by prepaid registered, return receipt requested, to the appropriate notice address set forth below or at such

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other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

Cooney Brothers Coal Company
PO Box 246
Cresson, PA 16630

with copies to:

James R. Walsh
Spence, Custer, Saylor, Wolfe, Rose LLC
PO Box 280
400 Ameriserv Building
Johnstown, PA 15907
Phone 814-536-0735
Facsimile 814-539-1423

and:

Joseph Ambrisco
104 South Center Street
Suite 208
PO Box 342
Ebensburg, Pa. 15931
Phone 814-472-6521
Facsimile 814-472-5809

DEP:

Michael Terretti
Director, District Mining Operations
Greensburg District Mining Office
8205 Route 819
Greensburg, PA 15601
Phone 724-925-5548
Facsimile 724-925-5514

with a copy to:

Martin H. Sokolow, Jr., Esquire
Regional Counsel
Office of Chief Counsel
Southcentral Regional Office

Copy to office SEP 24 08 11 17

909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110

Escrow Agent:

Clean Streams Foundation, Inc.
520 West Short Street
Lexington, KY 40507
Attn: Dean Hunt, Esq.

9. **Security Procedures.** In the event funds transfer instructions are given, whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person(s) designated on Exhibit 7 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Department or Cooney to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executed using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

10. **Miscellaneous.** This Agreement supersedes all prior agreements among the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the exclusive jurisdiction of the courts located in the Commonwealth of Pennsylvania. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising under or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any

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right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

11. Counterparts. This Escrow Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile signatures shall be valid and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date first set forth above.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Michael Terretti

Michael Terretti
Director, District Mining Operations

COONEY BROTHER COAL COMPANY

By: Paul Cooney

Paul Cooney
Title: Partner

CLEAN STREAMS FOUNDATION, INC.
As Escrow Agent

By: _____

Dean K. Hunt
Title: _____

right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

11. Counterparts. This Escrow Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile signatures shall be valid and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date first set forth above.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____

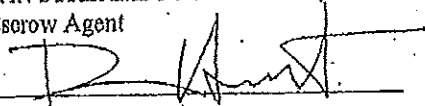
Michael Terretti
Director, District Mining Operations

COONEY BROTHER COAL COMPANY

By: _____

Paul Cooney
Title: _____

CLEAN STREAMS FOUNDATION, INC.
As Escrow Agent

By:  _____

Dean K. Hunt
Title: Administrator

EXHIBIT 1

Cooney Brothers Coal Company
Cash collateral on releasable sites

Certificates of Deposit:

| | | | |
|---------|-------------|---------------|----------|
| # 41070 | \$ 4,600.00 | Camp Hamilton | 56900105 |
| # 41076 | 2,300.00 | Brubaker | 56920106 |
| # 41187 | 4,278.94 | Mack Poole | 11860107 |
| # 41203 | 4,986.11 | Horseshoe III | 07890101 |
| # 41214 | 15,053.31 | Mack Poole | 11860107 |
| # 41221 | 7,334.48 | Burkett No. 2 | 11823003 |
| # 41690 | 14,968.84 | Andrykovitch | 11900101 |
| # 41704 | 8,409.44 | Camp Hamilton | 56900105 |
| # 41716 | 2,715.91 | Horseshoe IV | 07000101 |
| # 41815 | 8,067.31 | Ridge Mine | 56000101 |
| # 42254 | 43,649.97 | Horseshoe IV | 07000101 |
| # 42472 | 105,529.22 | Ridge Mine | 56000101 |
| # 42743 | 17,306.27 | Ridge Mine | 56000101 |
| # 42684 | 8,243.28 | Ridge Mine | 56000101 |

| | |
|----------|--------------|
| Subtotal | \$247,443.00 |
|----------|--------------|

Municipal Bonds:

| | | | |
|--------|-------------|---------------|----------|
| # 278 | \$ 5,000.00 | Horseshoe IV | 07000101 |
| # 279 | 5,000.00 | Horseshoe IV | 07000101 |
| # 280 | 5,000.00 | Horseshoe IV | 07000101 |
| # 281 | 5,000.00 | Horseshoe IV | 07000101 |
| # 272 | 5,000.00 | Burkett No. 2 | 11823003 |
| # 273 | 5,000.00 | Mack Poole | 11860107 |
| # 274 | 5,000.00 | Mack Poole | 11860107 |
| # 6654 | 5,000.00 | Brubaker | 56920106 |
| # 6655 | 5,000.00 | Brubaker | 56920106 |
| # 6656 | 5,000.00 | Brubaker | 56920106 |
| # 6703 | 5,000.00 | Brubaker | 56920106 |

| | |
|----------|-------------|
| Subtotal | \$55,000.00 |
|----------|-------------|

Cashiers Checks:

| | | | |
|---------|-------------|---------------|----------|
| # 42037 | \$ 1,667.00 | Horseshoe IV | 07000101 |
| # 38413 | 3,700.00 | Burkett No. 2 | 11823003 |
| # 38429 | 100.00 | Burkett No. 2 | 11823003 |
| # 38448 | 200.00 | Mack Poole | 11860107 |

Subtotal \$ 5,667.00

Total (w/interest, w/o discharges) \$308,110.08

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Cooney Brothers Coal Company
Cash collateral on Discharge (non releasable) sites

Certificates of Deposit:

| | | | |
|---------|-------------|-----------|----------|
| # 41265 | \$ 3,600.00 | Bethlehem | 11860104 |
|---------|-------------|-----------|----------|

Cashiers Checks:

| | | | |
|---------|-------------|--------------|----------|
| # 38377 | \$ 3,200.00 | Bethlehem | 11860104 |
| # 60588 | 15,000.00 | Dunlo No. 1 | 11813040 |
| # 34440 | 2,690.00 | Feller No. 2 | 11813039 |
| # 38301 | 600.00 | Feller No. 2 | 11813039 |
| # 38494 | 100.00 | Feller No. 2 | 11813039 |
| # 274 | 5,000.00 | Feller No. 2 | 11813039 |

Total Collateral (w/discharges, w/no interest) \$30,190.00

Grand Total Collateral (w/discharges -- no interest and w/o discharges with interest) \$338,300.08

General American Life Insurance Company
P.O. BOX 990088
HARTFORD, CT 06199-0088 00250.

JAMES R & PAULA COONEY, TR:
RD 1 BOX 670
LILLY PA 16038

April 24, 2008

All values, amounts and coverages are as of your May 15, 2008 policy anniversary unless otherwise stated, assuming premiums are paid to that date.

This policy has a loan against it, which means a net cash value is available if you make additional loans or surrender the policy. Please see "Cash Value" under the Common Terms on the back of this page for an explanation of "Net Cash Value".

Current Dividend Option: Purchase Paid-Up Additional Insurance
 Dividend Earned For Policy Anniversary Ending 06/16/2008 \$34,560.92

Your Paid-Up Additional Insurance benefits are listed above under the section heading POLICY BENEFITS AND CASH VALUES and include the dividend earned this year.

1118042333 01440 014700

EXHIBIT 3

PARCEL NO. 1: ALL that certain tract of land situate in the Townships of Allegheny and Logan, in the County of Blair and State of Pennsylvania, and in the Township of Gallitzin, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, the same being a point of intersection of lands of James A. Page Estate, et al., Edwin and Margaret Cummings, and Gerald McNells, Sr., et al.; thence along the lands of McNells South 20° 19' East a distance of 2,594.1 feet to a point; thence continuing along lands of McNells North 79° 24' East a distance of 1,935.2 feet to a point on the line of lands of the City of Altoona; thence along the lands of the City of Altoona South 17° 55' East a distance of 1,245.3 feet; thence continuing along the lands of the City of Altoona, South 32° 17' East a distance of 2,068.5 feet to a point; thence continuing along the lands of the City of Altoona, Dr. J. L. Haller and C. E. and Harold Lockard, South 29° 39' West a distance of 7,097.3 feet to a point; thence continuing along the lands of Lockard South 50° East a distance of 1,701 feet to a point in common with the lands of the City of Altoona; thence along the lands of the City of Altoona and J. J. Nagle South 60° 18' West a distance of 5,107.3 feet; thence continuing along the lands of the City of Altoona South 60° East a distance of 2,078 feet to a point; thence along the lands of the City of Altoona and Edith Jones South 30° West a distance of 5,745 feet to a point on the right of way of the main line of the Penn Central Railroad; thence continuing along the right of way of the Penn Central Railroad the following: a curve to the left with a radius of 841.78 feet a distance of 795 feet, South 88° 58' West a distance of 296 feet, along a curve to the right with a radius of 1,641.28 feet a distance of 335.9 feet, North 64° 26' West a distance of 869.0 feet, along a curve to the left with a radius of 841.78 feet a distance of 697 feet, South 67° 46' West a distance of 1,009.5 feet, along a curve to the right with a radius of 869.78 feet a distance of 220.20 feet, continuing along a curve to the right with a radius of 860.37 feet a distance of 70.3 feet to a point on the land of E. E. Jones; thence continuing along the land of E. E. Jones the following two courses and distances: North 30° East a distance of 696.7 feet and North 68° 22' West a distance of 478.5 feet to a point on the land of the City of Altoona; thence along the lands of the City of Altoona the following four courses and distances: North 30° 77' East a distance of 400 feet, North 80° 22' West a distance of 660.0 feet, North 38° 07' East a distance of 661.9 feet and North 88° 12' West a distance of 1,005 feet to a point on the lands of H. C. Kenner, et al.; thence continuing along the lands of Kenner the following three courses and distances: North 71° 7' East a distance of 3,942.0 feet, South 57° 37' East a distance of 2,728 feet and North 8° 07' West a distance of 387 feet to a point on the lands of G. Thomas; thence along the lands of G. Thomas, the following twelve courses and distances: South 57° 37' East a distance of 324 feet, South 26° 19' East a distance of 545 feet, South 37° 03' East a distance of 450 feet, South 60° 38' East a distance of 353 feet, North 26° 37' East a distance of 535 feet, North 58° 22' West a distance of 809.9 feet,

County of Blair, State of Pennsylvania, Sept 24, 1917

North 67° 09' West a distance of 155 feet; North 79° 27' West a distance of 185 feet; North 32° 11' West a distance of 100 feet; North 72° 44' West a distance of 100 feet; North 18° 19' West a distance of 144 feet; North 10° 47' East a distance of 618.9 feet to a point on the lands of Edwin and Margaret Cummings; thence along the lands of Edwin and Margaret Cummings the following two courses and distances: North 80° 46' East a distance of 804.3 feet; and North 22° 16' East a distance of 862 feet to the place of beginning, containing 26.12 acres, more or less.

PARCEL NO. 2: ALL that certain tract of land situate in the Township of Anagherry, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Sugar Run Road along the boundary lines of E. L. Jones, James A. Page Heirs, et al., and Penn Central Railroad; thence continuing along the center line of the sugar run Road, the same being the boundary line between James A. Page Heirs, et al., and the Penn Central Railroad, the following courses and distances: a curve with a radius of 619.81 feet a distance of 102.9 feet; thence South 79° 33' West a distance of 192.4 feet; thence along a curve with a radius of 1910.08 feet a distance of 93.9 feet; thence South 76° 44' East a distance of 176 feet; thence along a curve having a radius of 287.94 feet a distance of 177.3 feet; thence North 67° 48' East a distance of 91.5 feet; thence along a curve with a radius of 459.28 feet a distance of 164.8 feet; thence North 88° 24' East a distance of 69.7 feet; thence along a curve having a radius of 459.28 feet a distance of 106.9 feet; thence North 75° 02' East a distance of 201.5 feet; thence along a curve with a radius of 1146.28 feet a distance of 218.7 feet; thence North 85° 58' East a distance of 806.5 feet; thence along a curve with a radius of 637.27 feet a distance of 383.3 feet; thence South 59° 33' East a distance of 292.3 feet; thence along a curve with a radius of 1910.08 feet a distance of 127.8 feet; thence South 63° 23' East a distance of 572.7 feet; thence along a curve with a radius of 1146.28 feet a distance of 155 feet to a point along the lands of the Commonwealth of Pennsylvania and the Penn Central Railroad; thence along lands of the Commonwealth of Pennsylvania, the following two courses and distances: South 25° 24' West a distance of 4381.6 feet and North 58° 25' West a distance of 3768 feet to a point on the lands of William and Edna Burkett; thence along the lands of William and Edna Burkett, North 31° 01' West a distance of 1532.6 feet to a point on the right of way of the Mule Shoe Branch of the Penn Central Railroad; thence across the right of way of the Penn Central Railroad and along the boundary line of lands of E. L. Jones, North 28° West a distance of 1200 feet to a point in the center of the Sugar Run Road, being the point of beginning; containing 34.5 acres, more or less.

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EXCEPTING AND RESERVING therefrom right of way of the Penn Central Railroad on the map accompanying Cambria County Deed Book Volume 1069, page 113.

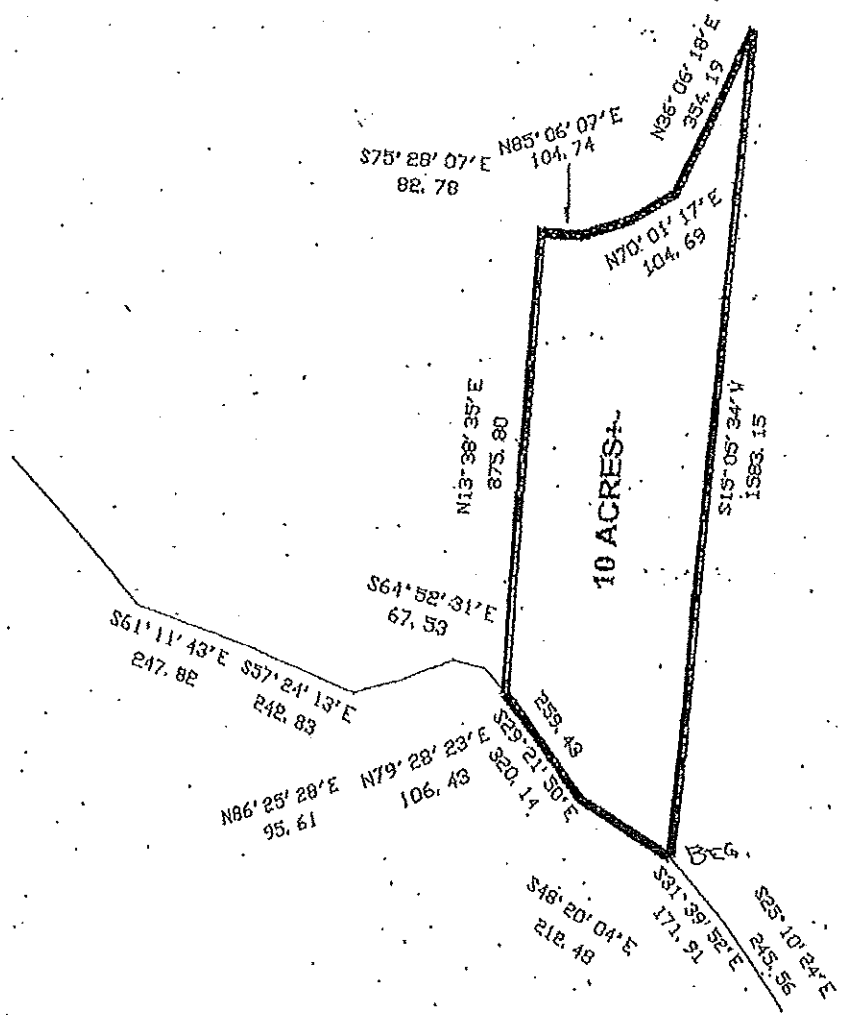
ALSO EXCEPTING AND RESERVING therefrom right of way of the Pennsylvania Electric Company.

Suggested Discription

All that piece or parcel of land situated in Logan Township, Blair County, Pennsylvania bounded and described:

Beginning a a point, said point being the southeast corner of said tract and located on or near Kittanning Run, thence; along Kittanning Run N 48o 20' 04" W , 212.48 feet to a point, thence; by same N 29o 21' 50" E to a point, thence; through other land of Angels' Coal Trust N 13o 38' 35" E, 875.80 feet to a point on the north side of an earthen road, thence; along the northerly side of said road N 85o 06' 07" E, 104.74 feet to a point, thence; by same n 36o 06' 18" E to a point, thence; crossing said road and along other land of Angels' Coal Trust S 15o 05' 34" W to the point and place of beginning. Containg 10 acres more or less.

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Scale 1" = 300'

County Office SEP24/08 11:18

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This Lease and Easement Agreement (this "Agreement") is made, dated and effective as of the date upon which this Agreement has been executed by both parties, as reflected on the signature page of this Agreement (the "Effective Date"), between Angels Coal Trust ("Owner"), and CHESTNUT FLATS WIND, LLC, a Delaware limited liability company ("CFW or Lessee") based on the following terms and conditions.

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Effective Date shall be allowed to remain, insofar as they do not interfere with CFW's rights hereunder. Owner may not (i) place or plant any trees or (ii) place or build any structures or improvements on the Easement Property after the Effective Date which may, in CFW's sole judgment, impede or interfere with the flow of wind to any Site or Windpower Facility, unless Owner has received written approval from CFW for any such trees, structure or improvement.

2. Access to Easement Property. CFW shall have the right to enter the Easement Property for purposes of installing and maintaining meteorological measuring equipment and conducting such other tests, studies, inspections, surveys, and soil or other analysis as CFW deems advisable or necessary ("Development Activities"). Owner shall cooperate with CFW in such efforts and make available to CFW for inspection, copies of all field tiling surveys, plans and other such records of Owner only as such information relates directly to the proposed Windpower Facilities.

3. Owner's Reservation of Rights. Owner hereby reserves and retains certain ownership rights to utilize the said Lease and Easement Property for purposes which are not in direct or in indirect conflict with the provisions set forth in Article III paragraph 2 of this Agreement.

4. Consideration for Easement. In consideration for this Wind Development Easement, CFW shall pay Owner One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner.

5. Duration of Easement. Unless CFW terminates the Wind Development Easement, which it may do at any time, the Wind Development Easement shall be in force until it expires on the later of the last day of the Option to Lease or Option to Ancillary Facilities Easement (as defined both in Article II below) or the last day of the Lease (as defined in Article III below) or the Ancillary Facilities Easement (as defined in Article IV below), including any renewals, if applicable. The Wind Development Easement shall run with the Easement Property.

6. Cooperation Regarding Utility Easements. Owner understands and acknowledges that the Windpower Facilities must be interconnected to the network or grid of the local electrical public utility, and that such interconnection may require easements from Owner to the utility for access, transmission, facilities, or the like. Owner agrees to negotiate in good faith with such utility and reasonably cooperate for the purpose of effecting such interconnection.

ARTICLE II

OPTION TO LEASE AND / OR ACQUIRE ANCILLARY FACILITIES EASEMENT

1. Option to Lease and Option to Acquire Ancillary Facilities Easement. As of the Effective Date, Owner hereby grants CFW an exclusive option ("Option") during the Option Period (as defined below) to (a) lease the Property (or a portion thereof); and/or (b) acquire an Ancillary Facilities Easement (as defined in Article IV.1.) ("Ancillary Facilities Easement" and together with the Wind Development Easement, the "Easements"), on the Easement Property.

During the Option Period (as defined in Article II.2 below), CFW also shall have the exclusive right to study the feasibility of wind energy conversion on the Property.

2. Term of Option. Subject to the terms of this Agreement, this Option shall be for a term commencing on the Effective Date and continuing for up to five (5) years (the "Option Period").

3. Consideration for Option. As consideration for the Option and the grant of Easements and Lease, CFW shall pay Owner One Thousand Dollars (\$1,000) ("Option Payment") within thirty (30) days of the both parties executing this Agreement. Such Option Payment shall be full payment for the period of (i) the remainder of the calendar month in which the Effective Date occurs, and (ii) the next succeeding twenty-four (24) consecutive calendar months (the "Initial Period").

4. Consideration for Option: Remaining Period. CFW shall have the exclusive right to continue the Option Period for up to three (3) additional one-year terms after the Initial Period (cumulatively being the "Remaining Period"). As consideration for each one-year term, CFW shall pay Owner Five Hundred Dollars (\$500.00) ("Additional Option Payment") prior to the end of the then-current Option Period; provided, that CFW shall have thirty (30) days after the end of the then-current Option Period to cure any failure to make any Additional Option Payment. Making such Additional Option Payment shall extend the Option Period as if the same had been continuously in effect. The combined term of the Initial Period and Remaining Period shall not exceed five (5) years.

5. Exercise of Option. CFW shall exercise its Option by written notice to Owner ("Option Notice") at any time prior to the termination of the Option Period, and shall be deemed timely if personally delivered or postmarked on or before the first business day after the termination of the Option Period ("Expiration Date"). The term of the Lease and Ancillary Facilities Easement shall commence (i) with regard to the Lease on the date such Option Notice is given, or such other date within the then-current Option Period as CFW may specify in such notice (the "Lease Effective Date"), and (ii) with regard to the Ancillary Facilities Easement on the date such Option Notice is given, or such other date within the then-current Option Period as CFW may specify in such notice (the "Ancillary Facilities Easement Effective Date").

6. Option Termination. Payments to extend the Option Period will discontinue on the earlier of the date on which the Option is exercised or termination of this Agreement. CFW, at its sole discretion, shall have the right to discontinue such payments at any time during the Option Period with a thirty (30) day written notice to Owner, at which time this Option shall terminate. If this option shall lapse or is otherwise terminated by CFW, neither party shall have any further obligation or liability to the other regarding such Option.

ARTICLE III LEASE

1. Lease. If CFW exercises its option to lease the Property pursuant to Article II, Owner shall lease to CFW the Property (the "Lease"), and CFW shall have the exclusive right to use the Property for wind energy purposes. CFW shall pay to Owner the amounts set forth in Sections 6 (i), 6 (ii), and 6 (iii) of this Article III. CFW agrees to limit its construction of wind turbines to the area identified as "wind turbine area" on the map attached to this Agreement as

Exhibit B. CFW agrees to limit the clearing at each turbine location to the area required for erection of the wind turbine. Each clearing shall not exceed a radius of 650 feet from the center of the wind turbine tower. The 650 radius does not apply to the road clearing between turbine locations. After construction of the Windpower Facilities, Owner and CFW, under an express written Cooperation and Consent Agreement, which shall supplement this Lease, may elect to survey the as-built wind turbine area and subdivide this area as the demised property under this Lease. With the express written consent of the Owner, other areas of the Property may be utilized for other Facility Activities, as defined below.

2. Purpose of Lease. The Lease is solely and exclusively for wind energy purposes, and CFW shall have the exclusive right to use the Property for wind energy purposes. For purposes of this Agreement, wind energy purposes means converting wind energy into electrical energy, collecting and transmitting the electrical energy so converted, with any and all activities related thereto (the "Facility Activities"), including, without limitation, (a) determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples; (b) erecting, constructing, reconstructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical cables, ("Electrical Cables") overhead and underground communications lines ("Telecommunication Cables", and together with Electrical Cables, the "Cables"), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences, meteorological towers and wind measurement equipment, and other facilities and equipment associated with or operated in conjunction with large wind turbine installations (collectively the "Windpower Facilities") on the Property; (c) a major physical overhaul (including removal and replacement) of any then existing Windpower Facilities on the Property such that a new or modified permit or power purchase agreement or financing related therewith is necessary ("Repowering") and (d) undertaking any other activities, whether undertaken by CFW or a third party authorized by CFW, that CFW reasonably determines are necessary, useful or appropriate, including any media, development, testing, research or demonstration activities, which CFW reasonably determines are necessary for the Facility Activities, to accomplish any of the foregoing, including, without limitation:

(i) the right of ingress to and egress from the Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as CFW may construct from time to time ("Access Rights"); and,

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain, operate and use the following from time to time in connection with the Windpower Facilities: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom; provided that such line or lines or towers and wires and/or cables shall be permitted only within the boundaries of public utility easement(s) or public rights of way unless Owner otherwise expressly agrees in writing, and (b) all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and

- (iv) CFW will provide Owner with site plan showing locations of all roads and Cables on the Property for Owners approval, such approval not to be unreasonably withheld.

4. Term of Lease. The term of the Lease shall be Twenty (20) years from the Lease Effective Date (the "Initial Term").

6. New Lease. If, at any time during the term of this Agreement, CFW deems it to be necessary or desirable to meet legal or regulatory requirements, CFW may request that Owner amend this Lease or re-execute a new Lease substantially in the form of this Lease with a term equal to the remaining term of this Lease remaining as of the date of execution of the new lease, and Owner shall execute and enter into the new lease with CFW or its designee; provided, however, that no such amendment or new Lease will impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder.

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(i) Operating Fees. If and when a wind turbine or other power generation facility comprising Windpower Facilities is installed on the Property and begins delivering electricity on a commercial basis (i.e., operates for reasons other than testing) to utility transmission lines ("Operations Date"), and for so long as the Windpower Facilities remain on the Property until their physical removal therefrom ("Removal Date"), CFW shall pay to Owner operating fees of the greater of Three Thousand Dollars (\$3,000) per megawatt of installed capacity on the property or three percent (3%) of the gross revenue paid to CFW by the off-taking entity for electricity generated from Windpower Facilities on the Property ("Operating Fees"). One half of the Operating Fees shall be paid within thirty (30) days of the Operations Date and the on each subsequent anniversary. The second half of the Operating Fees shall be paid 180 days after the Operations Date and 180 days after each subsequent anniversary of the Operations Date.

(ii) Adjustment. The Three Thousand Dollars (\$3,000) will be adjusted for inflation so as to provide to Owner for each year of the Lease an annual rent equal to the purchasing power of the annual rent during the month of the Lease Effective Date, which shall be the "base month." The corresponding month in each subsequent year of the Lease shall be the "anniversary month." The adjustment shall be determined using the Consumer Price Index - All Urban Consumers - U.S. City Average ("CPI-U"); as published by the U.S. Bureau of Labor Statistics. If the CPI-U for an anniversary month shall exceed the CPI-U for the base month, then the annual rent for the ensuing year of the Lease shall be increased by the percentage by which the CPI-U for such anniversary month exceeds the CPI-U for the base month. In the event the CPI-U shall hereafter be converted to a different standard reference base or otherwise revised, the determination of any increase in the annual rent shall be made with use of such conversion factor, formula or table for converting the CPI-U as may be published by the U.S. Bureau of Labor Statistics or, if not so published by the U.S. Bureau of Labor Statistics, then with the use of such conversion factor, formula or table for converting the CPI-U as may be published by a nationally recognized publisher of similar statistical information. If the CPI-U shall no longer be published then, for purposes of determining the annual rent there shall be substituted for the CPI-U such other index as Owner and CFW shall agree upon. Thirty (30) days following the first anniversary of each subsequent anniversary of the Operations Date, CFW shall provide Owner an accounting of the revenue, generated during the previous year and shall also pay the Owner the difference between the three percent (3%) of gross revenue and the Three Thousand Dollars (\$3,000) minimum payment.

(iii) Fees During Construction Period. For each year of the Lease from the Lease Effective Date through the Operations Date CFW shall pay to the Owner an annual fee equal to Two Thousand Dollars (\$2,000) per Megawatt (MW) of wind turbine generation capacity proposed on the Property, per the agreed-to site plan. One-half of such payment shall be due within thirty (30) days of the Lease Effective Date and the remaining balance shall be due the sooner of the Operations date or the first anniversary of the Lease Effective Date. Subsequent payments shall be made on each anniversary of the Lease Effective Date until the earlier of the Operations Date or the termination of this Agreement. Payment adjustments stemming from changes made to installed capacity

during the construction phase shall be accounted for on the nearest subsequent anniversary date.

7. Ownership of the Windpower Facilities. Owner shall have no ownership or other interest in any of the Windpower Facilities installed on the Property, and CFW may remove any or all of the Windpower Facilities at any time. Owner disclaims, waives and releases any claim that the Windpower Facilities constitute fixtures, regardless of how the Windpower Facilities are affixed to the Property.

8. Taxes. CFW shall pay any increase in the real property taxes levied against the Property as a result of the installation of the Windpower Facilities on the Property including any reclassification of the Property as a result of the Windpower Facilities or this Agreement. CFW shall not be liable for taxes attributable to facilities installed by Owner or others on the Property, or to any increase in the underlying value of the Property itself. It is a condition precedent to Owner's right to payment or reimbursement of any such increased taxes hereunder that Owner submit the real property tax bill to CFW within six (6) months after Owner receives the bill from the taxing authority. Owner shall, if requested by CFW, cooperate with CFW in effecting an allocation of the taxes owed each by Owner and CFW for the Property.

9. Utilities. CFW shall pay for all electrical and telephone/communication facilities furnished to the Windpower Facilities.

10. Termination.

(i) CFW's Right to Terminate. CFW, and its successors and assigns, shall have the right to terminate the Lease as to all or any part of the Property at any time, effective upon thirty (30) days written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property. In the event of a partial termination, CFW and Owner shall execute a new Memorandum of Lease in recordable form evidencing the change in Property subject to the Lease.

(ii) Owner's Right to Terminate. Except as qualified by Article V, Section 4, Owner shall have the right to terminate the Lease only if (a) a material default in the performance of CFW's obligations under this Agreement shall have occurred and remains uncured, or (b) unless otherwise agreed by Owner and CFW, CFW or its successor and/or assigns have not achieved the Operations Date on or before the third anniversary of the Lease Effective Date. Owner must simultaneously notify CFW, any successor and/or assign, and all Leasehold Mortgagees (as later defined) in writing of the default, which notice shall set forth in reasonable detail the facts pertaining to the default and specify the method of cure. CFW shall have the right to remedy the default within ninety (90) days of the date of CFW's receipt of notice of default from Owner, or, if cure will take longer than ninety (90) days CFW shall have such additional period of time, not to exceed one hundred eighty (180) days in order to remedy such default, provided that CFW must promptly undertake the cure within the relevant time period and thereafter diligently prosecute the cure to completion.

(iii) Effect of Termination. Upon termination of the Lease, whether as to the entire Property or only as to part, CFW shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of CFW's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Windpower Facilities thereon and any continuing easement or right established pursuant to this Agreement to survive the Lease term.

11. Successors and Assigns. The Lease shall burden the Property and shall run with the land. The Lease shall inure to the benefit of and be binding upon Owner and CFW and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

ARTICLE IV

ANCILLARY FACILITIES EASEMENT

1. Easement. If CFW exercises its option to acquire an Ancillary Facilities Easement pursuant to Article II, Owner shall grant the easement to CFW on the terms set forth in this Article IV for the purpose of permitting CFW to install, operate and maintain certain Windpower Facilities other than large wind turbine extensions such as cables, roads, fences and related items which are required as part of Windpower Facilities at other Sites (the "Ancillary Facilities"). CFW shall pay to Owner the amounts set forth in Sections 7 of this Article IV. Owner may not obstruct CFW's use and access to the Easement Property after the effective date of the Ancillary Facilities Easement, unless Owner has received written approval from CFW for any such trees, structure or improvement.

2. Purpose of Ancillary Facilities Easement. The Ancillary Facilities Easement is solely and exclusively for purposes of running Cables, installing fences, roads and similar facilities through the Property, and CFW shall have the exclusive right to use the Property for such Ancillary Facilities. For purposes of this Article IV, this easement shall permit CFW to (a) determine the most feasible route within the Property for Cables, including surveys and extracting soil samples, roads and fences; (b) erecting, constructing, reconstructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating Ancillary Facilities on the Property; (c) a major physical overhaul (including removal and replacement) of any then existing Ancillary Facilities on the Property such that a new or modified permit or power purchase agreement or financing related therewith is necessary and (d) undertaking any other activities, whether undertaken by CFW or a third party authorized by CFW, that CFW reasonably determines are necessary, useful or appropriate, including any media, development, testing, research or demonstration activities, which CFW reasonably determines are necessary for the Ancillary Facilities Easement, to accomplish any of the foregoing, including, without limitation:

(i) the right of ingress to and egress from the Ancillary Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as CFW may construct from time to time ("Ancillary Facilities Rights"); and,

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain, operate and use the following from time to time in connection with the Ancillary Facilities: (a) a line or lines of Cables as from time to time are suspended therefrom,

(iii) the right to film or record (including Internet) for any publicity or marketing or research or any other purpose related to the Ancillary Facilities.

4. Term of Ancillary Facilities Easement. The term of the Ancillary Facilities Easement shall commence on the Ancillary Facilities Easement Effective Date (as defined in Article II.5). The term of the Ancillary Facilities Easement shall be twenty (20) years from the Ancillary Facilities Easement Effective Date (the "Easement Initial Term").

6. New Ancillary Facilities Easement. If, at any time during the term of this Agreement, CFW deems it to be necessary or desirable to meet legal or regulatory requirements, CFW may request that Owner amend this Ancillary Facilities Easement or re-execute a new Ancillary Facilities Easement substantially in the form of this Ancillary Facilities Easement with a term equal to the remaining term of this Ancillary Facilities Easement remaining as of the date of execution of the new ancillary facilities easement, and Owner shall execute and enter into the new ancillary facilities easement with CFW or its designee; provided, however, that no such

amendment or new Easement will impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder.

7. Rental. In consideration of the Ancillary Facilities Easement, CFW will pay Owner \$2,000 (Two Thousand Dollars) on an annual basis, with CFW making the first such payment within thirty (30) days of the Ancillary Facilities Easement Effective Date, and annually thereafter, with such succeeding annual payments to be paid within thirty (30) days of the anniversary of the Ancillary Facilities Easement Effective Date.

8. Ownership of the Ancillary Facilities. Owner shall have no ownership or other interest in any of the Ancillary Facilities installed on the Property to the extent permitted by law, and CFW may remove any or all of the Ancillary Facilities at any time. Owner disclaims, waives and releases any claim that the Ancillary Facilities constitute fixtures, regardless of how the Ancillary Facilities are affixed to the Property.

9. Duty of Cooperation. Owner shall cooperate with CFW and make available to CFW for inspection, copies of all field tiling surveys, plans and other such records of Owner only as such information relates directly to the proposed Ancillary Facilities.

10. Taxes. CFW shall pay any increase in the real property taxes levied against the Property as a result of the installation of the Ancillary Facilities on the Property including any reclassification of the Property as a result of the Ancillary Facilities or this Agreement. CFW shall not be liable for taxes attributable to facilities installed by Owner or others on the Property, or to any increase in the underlying value of the Property itself. It is a condition precedent to Owner's right to payment or reimbursement of any such increased taxes hereunder that Owner submit the real property tax bill to CFW within six (6) months after Owner receives the bill from the taxing authority. Owner shall, if requested by CFW, cooperate with CFW in effecting an allocation of the taxes owed each by Owner and CFW for the Property.

11. Utilities. CFW shall pay for all electrical and telephone/communication facilities furnished to the Ancillary Facilities.

12. Termination.

(i) CFW's Right to Terminate. CFW, and its successors and assigns, shall have the right to terminate the Ancillary Facilities Easement as to all or any part of the Property at any time, effective upon thirty (30) days written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property. In the event of a partial termination, CFW and Owner shall execute a new Memorandum of Ancillary Facilities Easement in recordable form evidencing the change in Property subject to the Ancillary Facilities Easement.

(ii) Owner's Right to Terminate. Except as qualified by Article V, Section 4, Owner shall have the right to terminate the Ancillary Facilities Easement only if (a) a material default in the performance of CFW's obligations under this Agreement shall have occurred and remains uncured, or (b) unless otherwise agreed by Owner and CFW, or its successors and/or assigns have not achieved the Operations Date on or before the third anniversary of the Easement Effective Date.

(iii) Effect of Termination. Upon termination of the Ancillary Facilities Easement, whether as to the entire Property or only as to part, CFW shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of CFW's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Ancillary Facilities Easement thereon and any continuing easement or right established pursuant to this Agreement to survive the Ancillary Facilities Easement term.

13. Successors and Assigns. The Ancillary Facilities Easement shall burden the Property and shall run with the land. The Ancillary Facilities Easement shall inure to the benefit of and be binding upon Owner and CFW and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

14. Owner's Reservation of Rights. Owner hereby reserves and retains certain ownership rights to utilize the said Lease and Easement Property for purposes which are not in direct or in indirect conflict with the provisions set forth in Article III paragraph 2 of this Agreement.

15. Cooperation Regarding Utility Easements. Owner understands and acknowledges that the Cabling may be interconnected to the network or grid of the local electrical public utility, and that such interconnection may require easements from Owner to the utility for access, transmission, facilities, or the like. Owner agrees to negotiate in good faith with such utility and reasonably cooperate for the purpose of effecting such interconnection.

ARTICLE V MISCELLANEOUS TERMS

1. CFW's Representations, Warranties and Covenants. CFW hereby represents, warrants and covenants to Owner that:

(i) Owner Activities. CFW shall make reasonable efforts not to disturb Owner's activities on the Easement Property to the extent such are consistent with CFW's rights under this Agreement. CFW shall share with Owner its site development plan prior to construction, showing Owner the proposed location of wind turbines, roads and electric power lines, before making its final decisions as to location of roads and power lines on the Property. Upon request of Owner, CFW shall post the access roads it constructs going to the Windpower Facilities as being private roads only for use by personnel in connection with the Windpower Facilities. Owner may use or cross such roads to the extent it does not interfere with CFW's rights under this Agreement.

(ii) Insurance. CFW shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring CFW and Owner against loss or liability caused by the Windpower Facilities and CFW's use of the Property under the Lease, the Wind Development Easement or the Ancillary Facilities Easement, in an amount not less than Three Million Dollars (\$3,000,000.00) of combined single limit coverage per occurrence, accident or incident, which has a commercially

reasonable deductible. Certificates of such insurance shall be provided to Owner at Owner's written request.

(iii) Indemnity. CFW will indemnify Owner against liability for physical damage to Property and for physical injuries or death to Owner, Owner's property or the public, to the extent caused by CFW's construction, operation or removal of the Windpower Facilities on the Property. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, losses in value, profits and the like that may result from Windpower Facilities' installation and operation and Owner's loss of use of the portion of the Property occupied by the Windpower Facilities pursuant to this Agreement. Owner authorizes CFW to take reasonable safety measures to reduce the risk of damage to the Windpower Facilities or the risk that the Windpower Facilities will cause damage, injury or death to people, livestock, other animals and property. CFW may construct fencing around the perimeter of the Windpower Facilities as CFW may deem necessary or appropriate to secure or enclose the same and take other security precautions if it is determined by CFW, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury without unduly burdening Owner's use of the Easement Property. The expense for any and all fencing constructed by CFW, or other security measures taken by CFW, shall be borne solely by CFW.

(iv) Requirements of Governmental Agencies. CFW, at its expense, shall comply in all material respects with laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Windpower Facilities. CFW shall have the right in its sole discretion, to apply for rezoning of the Property, seek amendments or revisions to applicable zoning and wind use ordinances, statutes and regulations, and to contest by appropriate legal proceedings, brought in the name of CFW, Owner, or in the names of both CFW and Owner where appropriate or required, the validity or applicability to the Property or the Windpower Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, at no out-of-pocket expense to Owner. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by CFW, but CFW shall protect Owner from CFW's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

(v) Construction Liens. CFW shall keep the Property and Easement Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with the installation and operation of Windpower Facilities on the Property pursuant to the Agreement; provided, however, that CFW may contest any such lien by appropriate proceedings the pendency of which shall operate to stay enforcement of any such lien against the Property. Without limiting the foregoing, CFW may settle any such lien on terms it deems satisfactory in its sole discretion so long as such settlement results in the removal of such lien from the Property or Easement Property pursuant to applicable law.

(vi) Hazardous Materials. CFW shall not violate, and shall indemnify Owner against any violation by CFW or CFW's agents or contractors of, any federal, state or

(vii) Removal of Facilities. Within six (6) months from the expiration or termination of all rights under this Agreement, CFW shall remove all Windpower Facilities, including foundations, to a depth of seventy two (72) inches below grade, shall make commercially reasonable efforts to return the surface substantially to its condition prior to construction of the Windpower Facilities and CFW's access rights shall continue for such period. If CFW fails to remove any of the Windpower Facilities within the required time period, such Windpower Facilities shall be considered abandoned by CFW and Owner may remove these Windpower Facilities from the Property and dispose of them in its sole discretion without notice or liability to CFW. In the event CFW fails to remove any Windpower Facilities as required, and Owner removes such Windpower Facilities at Owner's expense, CFW shall reimburse Owner for the reasonable costs of removing those Windpower Facilities as required by this Agreement, less any salvage value received by Owner, within forty five (45) days after receipt of an invoice from Owner.

(viii) Crop Damage. The parties anticipate and acknowledge that Owner may damage to crops, tile, fences, and other property or improvements on the Basement during CFW's construction of the Windpower Facilities on the Property. CFW may Owner fair compensation for any such losses or damage, and, if the parties reach agreement as to an amount which would constitute fair compensation, the shall be submitted to arbitration before the applicable regional office of the an Arbitration Association, or any other arbitrator mutually agreed to by the After construction is complete, CFW shall not be responsible for any losses of , rent, business opportunities, profits or other losses arising out of Owner's y to grow crops or otherwise use the Property.

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damage to trees on the Easement Property during CFW's construction of the Windpower Facilities on the Property. CFW shall pay Owner fair compensation in the amount of the present value of any such damage based on a mutually agreed to, pro-rated, per acre value. If such value cannot be determined, Owner and CFW may equally share the costs of a third party consultant to determine such value. After construction of Windpower Facilities is complete, CFW shall not be responsible for any losses of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow, cultivate and cut trees or timber or otherwise use the Property. Except for areas covered by the above-ground Windpower Facilities such as roads, crane pads and the tower, CFW shall, plant red oak whips, similar trees or other flora on a one hundred foot grid pattern, or in a manner mutually agreed upon by CFW and Owner, on disturbed areas.

(x) Conservation Programs. To the extent CFW's installation or construction of the Windpower Facilities requires the removal of any of the Property from participation in the Conservation Reserve Program or similar program in which it was enrolled and qualified at the time CFW's applicable installation or construction began at such site; and Owner incurs any penalties or reimbursement obligations to the government agency administering the program related to the period after disqualification as a consequence, CFW agrees to reimburse Owner the amount of such penalties and obligations or pay the amounts on behalf of Owner. Owner shall notify CFW of any new areas of the Property that become qualified and enrolled in any such program(s) after the Effective Date promptly upon such qualification and enrollment and shall also notify CFW of any such penalties or reimbursement for which CFW is responsible under this Section, together with an accounting and copies of the underlying documentation and billing and receipts.

2. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

(i) Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to CFW the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property (including spouses) are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(ii) No Interference. Owner's activities and any grant of rights Owner makes to any person or entity other than CFW, whether located on the Property, Easement Property, or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Development Activities or Facility Activities; or the undertaking of any other activities permitted hereunder.

(iii) Title Review and Cooperation. Owner shall cooperate with CFW to obtain non-disturbance and subordination agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Owner's fee title to the Property to

the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to CFW under this Agreement. Owner shall also provide CFW with any further assurances and shall execute any estoppel certificates, consents to assignments, or additional documents which may be reasonably necessary for recording purposes or otherwise reasonably requested by CFW.

(iv) Requirements of Governmental Agencies/Lenders. Owner shall assist and fully cooperate, and not interfere, with CFW, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews and clearances or any other approvals required or deemed desirable by CFW in connection with the financing, construction, installation, replacement, relocation, maintenance, operation, Repowering or removal of the Windpower Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto. Any such proceeding shall be directed and controlled by CFW.

(v) Indemnity. Owner will defend, indemnify and hold harmless CFW for, from and against liability for physical damage to property (including, without limitation CFW's roads) and for physical injuries or death to CFW or any of its successors, assigns, tenants, invitees, contractors or the public, to the extent caused by the operations or activities of Owner or its invitees, permittees or tenants.

(vi) Hazardous Materials. Owner shall not violate, and shall indemnify CFW and hold CFW harmless for, from and against any violation by Owner or Owner's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Owner shall also indemnify CFW, hold CFW harmless and defend CFW for any environmental condition existing on the Property prior to the Effective Date or caused by any party other than CFW.

(vii) Quiet Enjoyment. Owner covenants and warrants that CFW shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Owner or any person lawfully or equitably claiming by, through or under or superior to Owner subject to the terms of this Agreement.

3. Assignment; Subleases; Transfers. CFW may sell, assign, sublease, pledge, encumber and otherwise convey (collectively, a "Transfer") any of its rights, title and interest under this Agreement to any entity affiliated or owned by CFW or its parent company(s) without advance approval by Owner. CFW may sell, assign, sublease, pledge, encumber and otherwise convey (collectively, a "Transfer") any of its rights, title and interest under this Agreement to any other entity with advance written approval by Owner, which approval shall not be unreasonably withheld, CFW will provide Owner notice of such Transfer. Owner shall cooperate with any such Transfer, including but not limited to delivering written confirmation of the terms of this Agreement. Upon receipt of notice of a Transfer, Owner agrees to deliver any notices (including notices of default) to such transferees.

4. Mortgagee Protection. In the event a mortgage, trust deed or similar security interest of CFW, or its successors or assigns, in this Agreement (a "Mortgage") is held by any person (a "Leasehold Mortgagee"), then CFW shall provide to Owner the relevant contact information for each such Leasehold Mortgagee, and such Leasehold Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protection, upon delivery to Owner of notice of its name and address:

(i) Limited to Leasehold Estate. A Leasehold Mortgagee shall have an interest in only those rights granted by CFW in the Mortgage including some or all of the operation, lease and easement rights granted to CFW hereunder (the "Leasehold Estate").

(ii) Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the Leasehold Estate by any lawful means (subject to the provisions hereof); (c) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by CFW hereunder, pursuant to its agreements with CFW, applicable law, or both; and (d) to acquire the Leasehold Estate by foreclosure or other legal proceedings or remedy (whether judicial or non-judicial) and thereafter to assign or transfer the Leasehold Estate to a third party. Owner's consent shall not be required for any such acquisition of CFW's Leasehold Estate by a third party.

(iii) Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by CFW, Owner shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to CFW, as applicable, specifying in detail the alleged event of default and the required remedy. In the event the Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation of CFW under this Agreement; any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to CFW and any of its successors and assigns after CFW's receipt of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default; and (ii) thirty (30) days in the event of any non-monetary default, provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Windpower Facilities (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for CFW and perform the duties of CFW hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights,

privileges and obligations of CFW hereunder. Owner shall not terminate the Lease prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(c) During any period of possession of the Windpower Facilities or Leasehold Estate by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by CFW hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of CFW's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or other remedy, or by a purchaser at a foreclosure sale, the Lease shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; (provided, however, the Leasehold Mortgagee or party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of the Leasehold Estate by such party.

(d) Any Leasehold Mortgagee or other party who acquires CFW's Leasehold Estate pursuant to foreclosure or other remedy shall not be liable to perform the obligations imposed on CFW by this Agreement incurred or accruing after such party no longer has ownership of the Leasehold Estate or possession of the Windpower Facilities.

(e) Neither bankruptcy nor insolvency shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable to Owner hereunder are paid by the Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend the Agreement beyond the Agreement term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, the Agreement shall continue in full force and effect.

(iv) New Lease to Mortgagee. If this Agreement terminates because of CFW's default or if the Leasehold Estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after any such event, enter into a new agreement concerning the Property, on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, at the same rent and subject to the same terms and

conditions set forth in this Agreement. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter a new agreement, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by CFW its successors or assigns, as applicable, under the terms of the Agreement up to the date of execution of the new agreement, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of CFW under the terms of the Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by CFW and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Any new agreement with the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the new agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of CFW thereunder.

(d) After the termination, rejection or disaffirmance of this Agreement and during the period thereafter during which any Leasehold Mortgagee shall be entitled to enter into a new agreement concerning the Property, Owner will not terminate any sublease or the rights of any sublease thereunder unless such sublease shall be in default under such sublease. During such period, if the Owner shall receive any rent and other payments due from subleases, including subleases whose attornment it shall have agreed to accept, it will do so as agent of such Leasehold Mortgagee and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Owner; and, upon the execution and delivery of such new agreement, shall account to the tenant under said new agreement for the rent and other payments made under said subleases; and the tenant shall thereupon assign the rent and other payments due under said subleases to any Leasehold Mortgagees under the Agreement. The collection of rent by the Owner acting as an agent pursuant to this Section shall not be deemed an acceptance by Owner for its own account of the attornment of any sublease unless Owner shall have agreed in writing with such sublease that its tenancy shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a new agreement, in which case such attornment shall take place upon such expiration but not before. Owner shall not be under any obligation to enforce any sublease.

(e) If more than one Leasehold Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Leasehold Mortgagee requesting such new agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force and effect. At no expense to Owner, a Leasehold Mortgagee shall provide a

(f) The provisions of this Section 4 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, CFW and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of the Agreement to the date of execution and delivery of such new agreement, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for a new agreement as set forth herein are complied with.

(vi) No Waiver. No payment made to Owner by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Leasehold Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

(viii) Further Amendments. At CFW's request, Owner shall amend this Lease to include any provision which may reasonably be requested by a current or proposed Leasehold Mortgagee; provided, however, that such amendment does not impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder. Upon the request of any Leasehold Mortgagee, Owner shall execute any additional instruments reasonably required to evidence such Leasehold Mortgagee's rights under this Agreement.

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interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, tornado, storm, earthquake, flood or other casualty or accident; strikes or labor disputes; war, terrorism, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirements of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

6. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of CFW, and any of its successors and assigns, all information pertaining to the financial and other terms of this Agreement, CFW's site or product design, methods of operation, methods of construction, power production or availability of the Windpower Facilities, and the like, whether disclosed by CFW, and any of its successors and assigns, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity; or (iii) is necessary for disclosure of the obligations of this Agreement to any subsequent Owner of the Property or Easement Property. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of CFW, and any of its successors and assigns. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure; provided: Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by CFW.

7. Short Form. Owner and CFW shall execute in recordable form and CFW shall then record a short form of this Agreement satisfactory in form and substance to CFW and Owner. Owner hereby consents to the recordation of the interest of a transferee in the Property.

8. Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, CFW or CFW's successors and assigns, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Owner:

Angels Coal Trust
Attn: Mark Blaisdell or designated person
Box 146
Cresson, PA 16631
Phone: (814) 736-8641

If to CFW:

Chestnut Flats Wind, LLC

One South Broad Street
20th Floor
Philadelphia, PA 19107
(215) 665-9810

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and CFW respecting its subject matter. Any agreement, understanding or representation respecting the Property, the Easement Property, this Agreement, the Option, the Lease, the Easement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

10. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the county in which the Property is situated.

11. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

12. Tax Credits. If under applicable law the holder of a leasehold interest in the nature of that held by CFW, or any successor or assign, under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at CFW's option, Owner and CFW shall amend this Agreement or replace it with a different instrument so as to convert CFW's interest in the Property to a substantially similar interest that makes CFW eligible for such tax credit, benefit or incentive.

13. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

14. Agreement Legal Review Fees. CFW shall reimburse Owners' legal fees for review of this Lease and Easement Agreement up to One Thousand Dollars (\$1,000).

IN WITNESS WHEREOF, Owner and Chestnut Flats Wind have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Chestnut Flats Wind, LLC.
A Delaware limited liability company

Angels Coal Trust

By: Blaine E. Smith

By: [Signature] - Trustee

Its: President

Its: Trustee

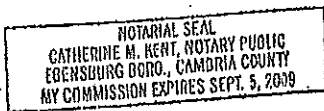
Dated: May 27, 2008

Dated: April 4, 2008

STATE/Commonwealth of Pennsylvania)
COUNTY OF Cambria) SS.

On this 4th day of April, 2007, before me a notary public, the undersigned officer, personally appeared Gerald P. Neugebauer Jr., to known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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



Catherine M. Kent
Notary Public

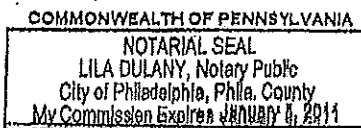
[SEAL]

My commission expires:

STATE/Commonwealth of Pennsylvania)
COUNTY OF Philadelphia) SS.

On this 27 day of May, 2008, before me a notary public, the undersigned officer, personally appeared _____ to known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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



[Signature]
Notary Public

[SEAL]

My commission expires:

January 5 2011

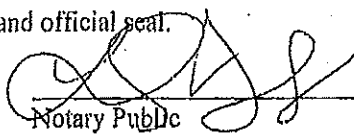
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STATE/Commonwealth of Pennsylvania

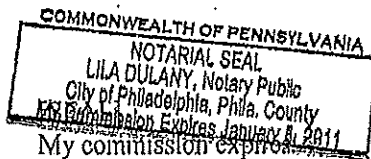
COUNTY OF Philadelphia) SS.

On this 27 day of May, 2008, before me a notary public, the undersigned officer, personally appeared Glenn Smith, who acknowledged himself to be the President of Chestnut Flats Wind, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as GLENN E. SMITH, PRESIDENT.

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



Notary Public



5 January 2011

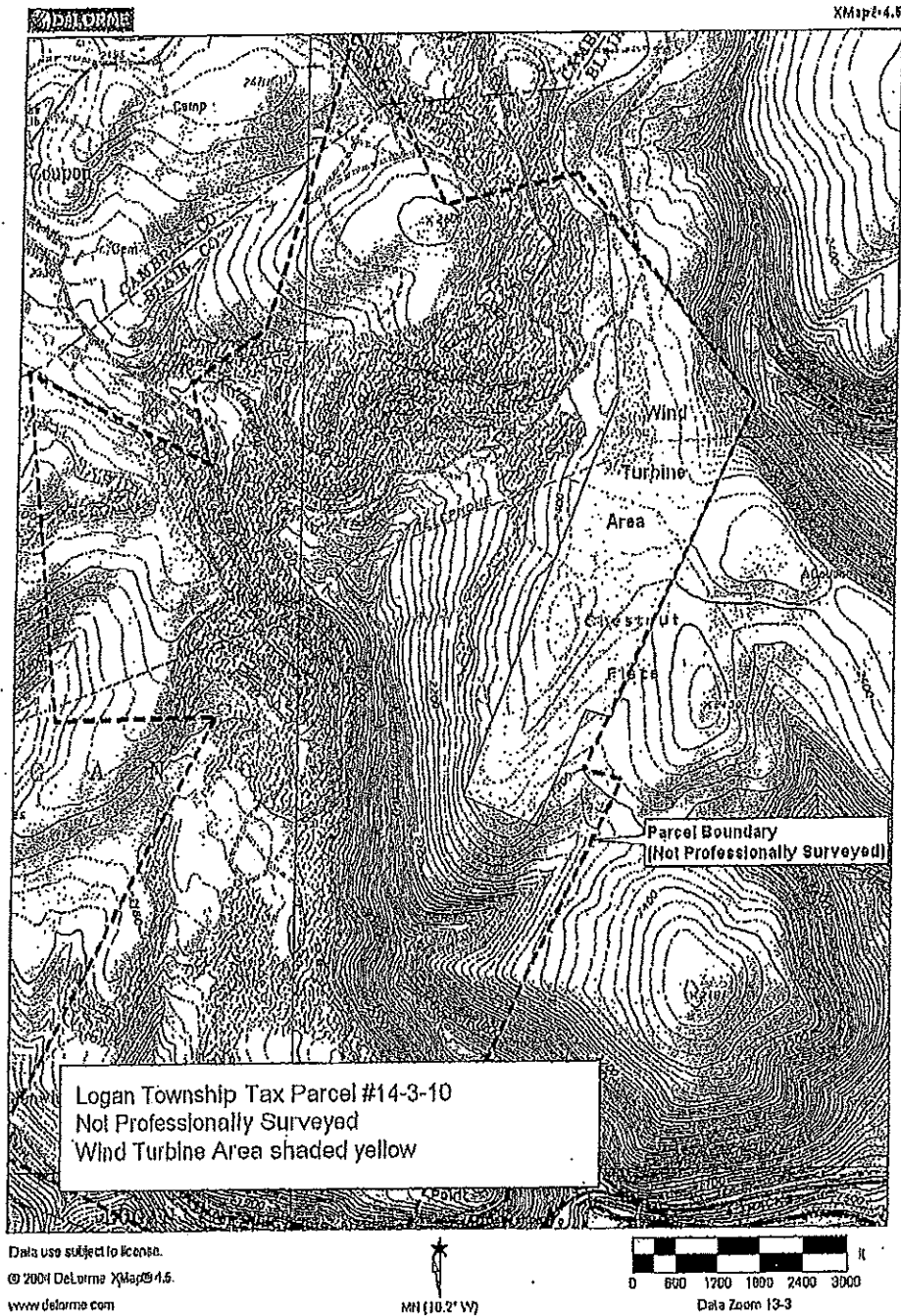
EXHIBIT A

DESCRIPTION OF THE PROPERTY

(A tax statement or other legal document which describes the parcel ID #
and legal description MUST be attached for each leased parcel.)

| <u>PARCEL #</u> | <u>DEED BOOK VOLUME/PAGE NUMBER</u> | <u>TOWNSHIP</u> | <u>COUNTY</u> | <u>ACRES</u> |
|-----------------|-------------------------------------|-----------------|---------------|--------------|
| 14-3-10 | 1610/324 | Logan | Blair | 2.107 |
| 14-4-2 | 1774/759 | Logan | Blair | 125 |
| 31-016-216.000 | 1765/206 | Gallitzin | Cambria | 8 |

EXHIBIT B
DESCRIPTION OF WIND TURBINE AREA



ARTICLE I

WIND DEVELOPMENT EASEMENT

comprises part or all of the property owned by Owner as described on Exhibit A (the "Easement Property") (the "Wind Development Easement"). GEUSA shall have the exclusive right to convert to energy all of the wind resources on, up, over or across the Easement Property. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Easement Property, which shall consist horizontally three hundred sixty degrees (360°) from any point where any of the Windpower Facilities (as defined in Article III.2) are or may be located at any time and from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Easement Property, together vertically through all space located above the surface of the Easement Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Easement Property through each Site to each point and on and along such line to the opposite exterior boundary of the Easement Property. Structures and improvements located on the Easement Property as of the Effective Date shall be allowed to remain, insofar as they do not interfere with GEUSA's rights hereunder. Owner may not (i) place or plant any trees or (ii) place or build any structures or improvements on the Easement Property after the Effective Date which may, in GEUSA's sole judgment, impede or interfere with the flow of wind to any Site or Windpower Facility, unless Owner has received written approval from GEUSA for any such trees, structure or improvement.

2. Access to Easement Property. GEUSA shall have the right to enter the Easement Property for purposes of installing and maintaining meteorological measuring equipment and conducting such other tests, studies, inspections, surveys, and soil or other analysis as GEUSA deems advisable or necessary ("Development Activities"). Owner shall cooperate with GEUSA in such efforts and make available to GEUSA for inspection, copies of all field tiling surveys, plans and other such records of Owner only as such information relates directly to the proposed Windpower Facilities.

3. Owner's Reservation of Rights. Owner hereby reserves and retains certain ownership rights to utilize the said Lease and Easement Property for purposes which are not in direct or in indirect conflict with the provisions set forth in Article III paragraph 2 of this Agreement.

4. Consideration for Easement. In consideration for this Wind Development Easement, GEUSA shall pay Owner One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner.

5. Duration of Easement. Unless GEUSA terminates the Wind Development Easement, which it may do at any time, the Wind Development Easement shall be in force until it expires on the later of the last day of the Option to Lease or Option to Ancillary Facilities Easement (as defined both in Article II below) or the last day of the Lease (as defined in Article III below) or the Ancillary Facilities Easement (as defined in Article IV below), including any renewals, if applicable. The Wind Development Easement shall run with the Easement Property.

6. Cooperation Regarding Utility Easements. Owner understands and acknowledges that the Windpower Facilities must be interconnected to the network or grid of the local electrical public utility, and that such interconnection may require easements from Owner to the utility for access, transmission, facilities, or the like. Owner agrees to negotiate in good faith with such utility and reasonably cooperate for the purpose of effecting such interconnection.

ARTICLE II
OPTION TO
LEASE AND / OR
ACQUIRE ANCILLARY FACILITIES EASEMENT

1. Option to Lease and Option to Acquire Ancillary Facilities Easement. As of the Effective Date, Owner hereby grants GEUSA an exclusive option ("Option") during the Option Period (as defined below) to (a) lease the Property (or a portion thereof); and/or (b) acquire an Ancillary Facilities Easement (as defined in Article IV.1.) ("Ancillary Facilities Easement" and together with the Wind Development Easement, the "Easements"), on the Easement Property. During the Option Period (as defined in Article II.2 below), GEUSA also shall have the exclusive right to study the feasibility of wind energy conversion on the Property.

2. Term of Option. Subject to the terms of this Agreement, this Option shall be for a term commencing on the Effective Date and continuing for up to five (5) years (the "Option Period").

3. Consideration for Option. As consideration for the Option and the grant of Easements and Lease, GEUSA shall pay Owner Four Thousand Seven Hundred Fifty Thousand Dollars (\$4,750.00) ("Option Payment") within thirty (30) days of the both parties executing the Agreement. Such Option Payment shall be full payment for the period of (i) the remainder of the calendar month in which the Effective Date occurs, and (ii) the next succeeding twenty-four (24) consecutive calendar months.

4. Continuation of Option Period. GEUSA shall have the exclusive right to continue the Option Period for up to three (3) additional one-year terms. As consideration for each one-year term, GEUSA shall pay Owner Five Hundred Dollars (\$500.00) ("Additional Option Payment") prior to the end of the then-current Option Period; provided, that GEUSA shall have thirty (30) days after the end of the then-current Option Period to cure any failure to make any Additional Option Payment. Making such Additional Option Payment shall extend the Option Period as if the same had been continuously in effect.

5. Exercise of Option. GEUSA shall exercise its Option by written notice to Owner ("Option Notice") at any time prior to the termination of the Option Period, and shall be deemed timely if personally delivered or postmarked on or before the first business day after the termination of the Option Period ("Expiration Date"). The term of the Lease and Ancillary Facilities Easement shall commence (i) with regard to the Lease on the date such Option Notice is given, or such other date within the then-current Option Period as GEUSA may specify in such notice (the "Lease Effective Date"), and (ii) with regard to the Ancillary Facilities Easement on the date such Option Notice is given, or such other date within the then-current Option Period as GEUSA may specify in such notice (the "Ancillary Facilities Easement Effective Date"),

6. Option Termination. Payments to extend the Option Period will discontinue on the earlier of the date on which the Option is exercised or termination of this Agreement. GEUSA, at its sole discretion, shall have the right to discontinue such payments at any time during the Option Period with a thirty (30) day written notice to Owner, at which time this Option shall

terminate. If this option shall lapse or is otherwise terminated by GEUSA, neither party shall have any further obligation or liability to the other regarding such Option.

ARTICLE III LEASE

1. Lease. If GEUSA exercises its option to lease the Property pursuant to Article II, Owner shall lease to GEUSA the Property (the "Lease"), and GEUSA shall have the exclusive right to use the property for wind energy purposes. GEUSA shall pay to Owner the amounts set forth in Sections 6 (i), 6 (ii), and 6 (iii) of this Article III.

2. Purpose of Lease. The Lease is solely and exclusively for wind energy purposes, and GEUSA shall have the exclusive right to use the Property for wind energy purposes. For purposes of this Agreement, wind energy purposes means converting wind energy into electrical energy, collecting and transmitting the electrical energy so converted, with any and all activities related thereto (the "Facility Activities"), including, without limitation, (a) determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data and extracting soil samples; (b) erecting, constructing, reconstructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, overhead and underground electrical cables, ("Electrical Cables") overhead and underground communications lines ("Telecommunication Cables", and together with Electrical Cables, the "Cables"), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences, meteorological towers and wind measurement equipment, and other facilities and equipment associated with or operated in conjunction with large wind turbine installations (collectively the "Windpower Facilities") on the Property; (c) a major physical overhaul (including removal and replacement) of any then existing Windpower Facilities on the Property such that a new or modified permit or power purchase agreement or financing related therewith is necessary ("Repowering") and (d) undertaking any other activities, whether undertaken by GEUSA or a third party authorized by GEUSA, that GEUSA reasonably determines are necessary, useful or appropriate, including any media, development, testing, research or demonstration activities, which GEUSA reasonably determines are necessary for the Facility Activities, to accomplish any of the foregoing, including, without limitation:

(i) the right of ingress to and egress from the Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as GEUSA may construct from time to time ("Access Rights"); and,

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain, operate and use the following from time to time in connection with the Windpower Facilities: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom; provided that such line or lines or towers and wires and/or cables shall be permitted only within the boundaries of public utility easement(s) or public rights of way unless Owner otherwise expressly agrees in writing, and (b) all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and

(iii) the right to film or record (including Internet) for any publicity or marketing or research or any other purpose related to the Windpower Facilities.

3. Relocation of Windpower Facilities. GEUSA may change the proposed location of any of the Windpower Facilities by up to fifty (50) lineal meters from their initially proposed location in connection with the initial installation of the Windpower Facilities (with a corresponding adjustment in the Property configuration if necessary to preserve substantially equivalent access/egress to and from, setbacks and continuity of the Windpower Facilities) so long as the alignment and placement of such relocated item or items are substantially in conformity with the Property configuration and such relocation would not require the adjustment of the boundary of the Property by more than fifty (50) meters (measured at right angles to the original line). If relocation of proposed Windpower Facilities is deemed necessary or desirable by GEUSA, the parties shall reasonably cooperate to equitably adjust the boundaries and configuration of the Property to accommodate such relocation. If GEUSA desires to change the location of installed Windpower Facilities outside of the boundaries of the then established Property configuration, GEUSA may do so only with Owner's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. GEUSA may change the proposed location of any of the Windpower Facilities within the Property at any time if such change does not require any change in the configuration of the Property. GEUSA will provide Owner with site plan showing locations of all roads and Cables on the Property for Owners approval, such approval not to be unreasonably withheld.

4. Term of Lease. The term of the Lease shall be Twenty (20) years from the Lease Effective Date (the "Initial Term").

5. Option to Renew. GEUSA and any of its successors and assigns shall have the right to extend the term of the Lease as provided in this paragraph. GEUSA and any of its successors or assigns may, by notice to Owner no later than thirty (30) days prior to the expiration of the Initial Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the Initial Term (the "First Renewal Term"). Similarly, GEUSA and any Tenant or Assignee may, by notice to Owner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the First Renewal Term (the "Second Renewal Term"). With respect to each extension of the term of this Agreement, Owner and GEUSA shall execute in recordable form under Pennsylvania law and GEUSA shall then record a memorandum evidencing the extension, satisfactory in form and substance to GEUSA.

6. New Lease. If, at any time during the term of this Agreement, GEUSA deems it to be necessary or desirable to meet legal or regulatory requirements, GEUSA may request that Owner amend this Lease or re-execute a new Lease substantially in the form of this Lease with a term equal to the remaining term of this Lease remaining as of the date of execution of the new lease, and Owner shall execute and enter into the new lease with GEUSA or its designee; provided, however, that no such amendment or new Lease will impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder.

Rental. In consideration of the Lease, GEUSA will pay Owner the following:

remains on the property until then physical removal therefrom (Removal Date"), GEUSA shall pay to Owner operating fees of the greater of Three Thousand Dollars (\$3,000) per megawatt of installed capacity on the property or three percent (3%) of the gross revenue paid to GEUSA by the off-taking entity for electricity generated from Windpower Facilities on the Property ("Operating Fees"). One half of the Operating Fees shall be paid within thirty (30) days of the Operations Date and the on each subsequent anniversary. The second half of the Operating Fees shall be paid 180 days after the Operations Date and 180 days after each subsequent anniversary of the Operations Date.

(ii) Adjustment. The Three Thousand Dollars (\$3,000) will be adjusted for inflation so as to provide to Owner for each year of the Lease an annual rent equal to the purchasing power of the annual rent during the month of the Lease Effective Date, which shall be the "base month." The corresponding month in each subsequent year of the Lease shall be the "anniversary month." The adjustment shall be determined using the Consumer Price Index - All Urban Consumers - U.S. City Average ("CPI-U"), as published by the U.S. Bureau of Labor Statistics. If the CPI-U for an anniversary month shall exceed the CPI-U for the base month, then the annual rent for the ensuing year of the Lease shall be increased by the percentage by which the CPI-U for such anniversary month exceeds the CPI-U for the base month. In the event the CPI-U shall hereafter be converted to a different standard reference base or otherwise revised, the determination of any increase in the annual rent shall be made with use of such conversion factor, formula or table for converting the CPI-U as may be published by the U.S. Bureau of Labor Statistics or, if not so published by the U.S. Bureau of Labor Statistics, then with the use of such conversion factor, formula or table for converting the CPI-U as may be published by a nationally recognized publisher of similar statistical information. If the CPI-U shall no longer be published then, for purposes of determining the annual rent there shall be substituted for the CPI-U such other index as Owner and GEUSA shall agree upon. Thirty (30) days following the first anniversary of each subsequent anniversary of the Operations Date, GEUSA shall provide Owner an accounting of the revenue, generated during the previous year and shall also pay the Owner the difference between the three percent (3%) of gross revenue and the Three Thousand Dollars (\$3,000) minimum payment.

(iii) Fees During Construction Period. For each year of the Lease from the Lease Effective Date through the Operations Date GEUSA shall pay to the Owner an annual fee equal to Two Thousand Dollars (\$2,000) per Megawatt (MW) of wind turbine generation capacity proposed on the Property, per the agreed-to site plan. One-half of such payment shall be due within thirty (30) days of the Lease Effective Date and the remaining balance shall be due the sooner of the Operations date or the first anniversary of the Lease Effective Date. Subsequent payments shall be made on each anniversary of the Lease Effective Date until the earlier of the Operations Date or the termination of this Agreement. Payment adjustments stemming from changes made to installed capacity

during the construction phase shall be accounted for on the nearest subsequent anniversary date.

7. Ownership of the Windpower Facilities. Owner shall have no ownership or other interest in any of the Windpower Facilities installed on the Property, and GEUSA may remove any or all of the Windpower Facilities at any time. Owner disclaims, waives and releases any claim that the Windpower Facilities constitute fixtures, regardless of how the Windpower Facilities are affixed to the Property.

8. Taxes. GEUSA shall pay any increase in the real property taxes levied against the Property as a result of the installation of the Windpower Facilities on the Property including any reclassification of the Property as a result of the Windpower Facilities or this Agreement. GEUSA shall not be liable for taxes attributable to facilities installed by Owner or others on the Property, or to any increase in the underlying value of the Property itself. It is a condition precedent to Owner's right to payment or reimbursement of any such increased taxes hereunder that Owner submit the real property tax bill to GEUSA within six (6) months after Owner receives the bill from the taxing authority. Owner shall, if requested by GEUSA, cooperate with GEUSA in effecting an allocation of the taxes owed each by Owner and GEUSA for the Property.

9. Utilities. GEUSA shall pay for all electrical and telephone/communication facilities furnished to the Windpower Facilities.

10. Termination.

(i) GEUSA's Right to Terminate. GEUSA, and its successors and assigns, shall have the right to terminate the Lease as to all or any part of the Property at any time, effective upon thirty (30) days written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property. In the event of a partial termination, GEUSA and Owner shall execute a new Memorandum of Lease in recordable form evidencing the change in Property subject to the Lease.

(ii) Owner's Right to Terminate. Except as qualified by Article V, Section 4, Owner shall have the right to terminate the Lease only if (a) a material default in the performance of GEUSA's obligations under this Agreement shall have occurred and remains uncured, or (b) unless otherwise agreed by Owner and GEUSA, GEUSA or its successor and/or assigns have not achieved the Operations Date on or before the third anniversary of the Lease Effective Date. Owner must simultaneously notify GEUSA, any successor and/or assign, and all Leasehold Mortgagees (as later defined) in writing of the default, which notice shall set forth in reasonable detail the facts pertaining to the default and specify the method of cure. GEUSA shall have the right to remedy the default within ninety (90) days of the date of GEUSA's receipt of notice of default from Owner, or, if cure will take longer than ninety (90) days GEUSA shall have such additional period of time, not to exceed one hundred eighty (180) days in order to remedy such default, provided that GEUSA must promptly undertake the cure within the relevant time period and thereafter diligently prosecute the cure to completion.

(iii) Effect of Termination. Upon termination of the Lease, whether as to the entire Property or only as to part, GEUSA shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of GEUSA's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Windpower Facilities thereon and any continuing easement or right established pursuant to this Agreement to survive the Lease term.

11. Successors and Assigns. The Lease shall burden the Property and shall run with the land. The Lease shall inure to the benefit of and be binding upon Owner and GEUSA and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

ARTICLE IV

ANCILLARY FACILITIES EASEMENT

1. Easement. If GEUSA exercises its option to acquire an Ancillary Facilities Easement pursuant to Article II, Owner shall grant the easement to GEUSA on the terms set forth in this Article IV for the purpose of permitting GEUSA to install, operate and maintain certain Windpower Facilities other than large wind turbine extensions such as cables, roads, fences and related items which are required as part of Windpower Facilities at other Sites (the "Ancillary Facilities"). GEUSA shall pay to Owner the amounts set forth in Sections 7 of this Article IV. Owner may not obstruct GEUSA's use and access to the Easement Property after the effective date of the Ancillary Facilities Easement, unless Owner has received written approval from GEUSA for any such trees, structure or improvement.

2. Purpose of Ancillary Facilities Easement. The Ancillary Facilities Easement is solely and exclusively for purposes of running Cables, installing fences, roads and similar facilities through the Property, and GEUSA shall have the exclusive right to use the Property for such Ancillary Facilities. For purposes of this Article IV, this easement shall permit GEUSA to (a) determine the most feasible route within the Property for Cables, including surveys and extracting soil samples, roads and fences; (b) erecting, constructing, reconstructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating Ancillary Facilities on the Property; (c) a major physical overhaul (including removal and replacement) of any then existing Ancillary Facilities on the Property such that a new or modified permit or power purchase agreement or financing related therewith is necessary and (d) undertaking any other activities, whether undertaken by GEUSA or a third party authorized by GEUSA, that GEUSA reasonably determines are necessary, useful or appropriate, including any media, development, testing, research or demonstration activities, which GEUSA reasonably determines are necessary for the Ancillary Facilities Easement, to accomplish any of the foregoing, including, without limitation:

(i) the right of ingress to and egress from the Ancillary Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as GEUSA may construct from time to time ("Ancillary Facilities Rights"); and,

(ii) the right to erect, construct, reconstruct, replace, relocate, remove, maintain, operate and use the following from time to time in connection with the Ancillary Facilities: (a) a line or lines of Cables as from time to time are suspended therefrom,

and/or underground Cables, as necessary for the distribution and/or transmission of electricity or communications; and

(iii) the right to film or record (including Internet) for any publicity or marketing or research or any other purpose related to the Ancillary Facilities.

3. Relocation of Certain Ancillary Facilities. GEUSA may change the proposed location of any of the Ancillary Facilities by up to fifty (50) lineal meters from their initially proposed location in connection with the initial installation of the Cables (with a corresponding adjustment in the Property configuration if necessary to preserve substantially equivalent access/egress to and from, setbacks and continuity of the Ancillary Facilities) so long as the alignment and placement of such relocated item or items are substantially in conformity with the Property configuration and such relocation would not require the adjustment of the boundary of the Property by more than fifty (50) meters (measured at right angles to the original line). If relocation of proposed Ancillary Facilities is deemed necessary or desirable by GEUSA, the parties shall reasonably cooperate to equitably adjust the boundaries and configuration of the Property to accommodate such relocation. If GEUSA desires to change the location of installed Ancillary Facilities outside of the boundaries of the then established Property configuration, GEUSA may do so only with Owner's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. GEUSA may change the proposed location of any of the cables within the Property at any time if such change does not require any change in the configuration of the Property. GEUSA will provide Owner with site plan showing locations of all roads and Cables on the Property for Owners approval, such approval not to be unreasonably withheld.

4. Term of Ancillary Facilities Easement. The term of the Ancillary Facilities Easement shall commence on the Ancillary Facilities Easement Effective Date (as defined in Article II.5). The term of the Ancillary Facilities Easement shall be twenty (20) years from the Ancillary Facilities Easement Effective Date (the "Easement Initial Term").

5. Option to Renew. GEUSA and any of its successors and assigns shall have the right to extend the term of the Ancillary Facilities Easement as provided in this paragraph. GEUSA and any of its successors or assigns may, by notice to Owner no later than thirty (30) days prior to the expiration of the Initial Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the Initial Term (the "Easement First Renewal Term"). Similarly, GEUSA and any Tenant or Assignee may, by notice to Owner no later than thirty (30) days prior to the expiration of the Easement First Renewal Term, elect to extend this Agreement for an additional five (5) year period commencing upon the expiration of the Easement First Renewal Term (the "Easement Second Renewal Term"). With respect to each extension of the term of this Agreement, Owner and GEUSA shall execute in recordable form under State law set forth in Article V.10 below and GEUSA shall then record a memorandum evidencing the extension, satisfactory in form and substance to GEUSA.

6. New Ancillary Facilities Easement. If, at any time during the term of this Agreement, GEUSA deems it to be necessary or desirable to meet legal or regulatory requirements, GEUSA may request that Owner amend this Ancillary Facilities Easement or re-execute a new Ancillary Facilities Easement substantially in the form of this Ancillary Facilities Easement with a term equal to the remaining term of this Ancillary Facilities Easement remaining as of the date of execution of the new ancillary facilities easement, and Owner shall

execute and enter into the new ancillary facilities easement with GEUSA or its designee; provided, however, that no such amendment or new Easement will impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder.

7. Rental. In consideration of the Ancillary Facilities Easement, GEUSA will pay Owner \$2,000 (Two Thousand Dollars) on an annual basis, with GEUSA making the first such payment within thirty (30) days of the Ancillary Facilities Easement Effective Date, and annually thereafter, with such succeeding annual payments to be paid within thirty (30) days of the anniversary of the Ancillary Facilities Easement Effective Date.

8. Ownership of the Ancillary Facilities. Owner shall have no ownership or other interest in any of the Ancillary Facilities installed on the Property to the extent permitted by law, and GEUSA may remove any or all of the Ancillary Facilities at any time. Owner disclaims, waives and releases any claim that the Ancillary Facilities constitute fixtures, regardless of how the Ancillary Facilities are affixed to the Property.

9. Duty of Cooperation. Owner shall cooperate with GEUSA and make available to GEUSA for inspection, copies of all field tiling surveys, plans and other such records of Owner only as such information relates directly to the proposed Ancillary Facilities.

10. Taxes. GEUSA shall pay any increase in the real property taxes levied against the Property as a result of the installation of the Ancillary Facilities on the Property including any reclassification of the Property as a result of the Ancillary Facilities or this Agreement. GEUSA shall not be liable for taxes attributable to facilities installed by Owner or others on the Property, or to any increase in the underlying value of the Property itself. It is a condition precedent to Owner's right to payment or reimbursement of any such increased taxes hereunder that Owner submit the real property tax bill to GEUSA within six (6) months after Owner receives the bill from the taxing authority. Owner shall, if requested by GEUSA, cooperate with GEUSA in effecting an allocation of the taxes owed each by Owner and GEUSA for the Property.

11. Utilities. GEUSA shall pay for all electrical and telephone/communication facilities furnished to the Ancillary Facilities.

12. Termination.

(i) GEUSA's Right to Terminate. GEUSA, and its successors and assigns, shall have the right to terminate the Ancillary Facilities Easement as to all or any part of the Property at any time, effective upon thirty (30) days written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property. In the event of a partial termination, GEUSA and Owner shall execute a new Memorandum of Ancillary Facilities Easement in recordable form evidencing the change in Property subject to the Ancillary Facilities Easement.

(ii) Owner's Right to Terminate. Except as qualified by Article V, Section 4, Owner shall have the right to terminate the Ancillary Facilities Easement only if (a) a material default in the performance of GEUSA's obligations under this Agreement shall have occurred and remains uncured, or (b) unless otherwise agreed by Owner and GEUSA, or its successors and/or assigns have not achieved the Operations Date on or before the third anniversary of the Easement Effective Date.

(iii). Effect of Termination. Upon termination of the Ancillary Facilities Easement, whether as to the entire Property or only as to part, GEUSA shall upon written request by Owner, execute and record a quitclaim deed to Owner of all of GEUSA's right, title and interest in and to the Property, or to that part thereof as to which the Lease has been terminated, exclusive of the Ancillary Facilities Easement thereon and any continuing easement or right established pursuant to this Agreement to survive the Ancillary Facilities Easement term.

13. Successors and Assigns. The Ancillary Facilities Easement shall burden the Property and shall run with the land. The Ancillary Facilities Easement shall inure to the benefit of and be binding upon Owner and GEUSA and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

14. Owner's Reservation of Rights. Owner hereby reserves and retains certain ownership rights to utilize the said Lease and Easement Property for purposes which are not in direct or in indirect conflict with the provisions set forth in Article III paragraph 2 of this Agreement.

15. Cooperation Regarding Utility Easements. Owner understands and acknowledges that the Cabling may be interconnected to the network or grid of the local electrical public utility, and that such interconnection may require easements from Owner to the utility for access, transmission, facilities, or the like. Owner agrees to negotiate in good faith with such utility and reasonably cooperate for the purpose of effecting such interconnection.

ARTICLE V MISCELLANEOUS TERMS

1. GEUSA's Representations, Warranties and Covenants. GEUSA hereby represents, warrants and covenants to Owner that:

(i) Owner Activities. GEUSA shall make reasonable efforts not to disturb Owner's activities on the Easement Property to the extent such are consistent with GEUSA's rights under this Agreement. GEUSA shall share with Owner its site development plan prior to construction, showing Owner the proposed location of wind turbines, roads and electric power lines, before making its final decisions as to location of roads and power lines on the Property. Upon request of Owner, GEUSA shall post the access roads it constructs going to the Windpower Facilities as being private roads only for use by personnel in connection with the Windpower Facilities. Owner may use or cross such roads to the extent it does not interfere with GEUSA's rights under this Agreement.

(ii) Insurance. GEUSA shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring GEUSA and Owner against loss or liability caused by the Windpower Facilities and GEUSA's use of the Property under the Lease, the Wind Development Easement or the Ancillary Facilities Easement, in an amount not less than Three Million Dollars (\$3,000,000.00) of combined single limit coverage per occurrence, accident or incident, which has a commercially

reasonable deductible. Certificates of such insurance shall be provided to Owner at Owner's written request.

(iii) Indemnity. GEUSA will indemnify Owner against liability for physical damage to Property and for physical injuries or death to Owner, Owner's property or the public, to the extent caused by GEUSA's construction, operation or removal of the Windpower Facilities on the Property. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, losses in value, profits and the like that may result from Windpower Facilities' installation and operation and Owner's loss of use of the portion of the Property occupied by the Windpower Facilities pursuant to this Agreement. Owner authorizes GEUSA to take reasonable safety measures to reduce the risk of damage to the Windpower Facilities or the risk that the Windpower Facilities will cause damage, injury or death to people, livestock, other animals and property. GEUSA may construct fencing around the perimeter of the Windpower Facilities as GEUSA may deem necessary or appropriate to secure or enclose the same and take other security precautions if it is determined by GEUSA, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury without unduly burdening Owner's use of the Easement Property. The expense for any and all fencing constructed by GEUSA, or other security measures taken by GEUSA, shall be borne solely by GEUSA.

(iv) Requirements of Governmental Agencies. GEUSA, at its expense, shall comply in all material respects with laws, ordinances, statutes, orders and regulations of any governmental agency applicable to the Windpower Facilities. GEUSA shall have the right in its sole discretion, to apply for rezoning of the Property, seek amendments or revisions to applicable zoning and wind use ordinances, statutes and regulations, and to contest by appropriate legal proceedings, brought in the name of GEUSA, Owner, or in the names of both GEUSA and Owner where appropriate or required, the validity or applicability to the Property or the Windpower Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, at no out-of-pocket expense to Owner. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by GEUSA, but GEUSA shall protect Owner from GEUSA's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

(v) Construction Liens. GEUSA shall keep the Property and Easement Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with the installation and operation of Windpower Facilities on the Property pursuant to the Agreement; provided, however, that GEUSA may contest any such lien by appropriate proceedings the pendency of which shall operate to stay enforcement of any such lien against the Property. Without limiting the foregoing, GEUSA may settle any such lien on terms it deems satisfactory in its sole discretion so long as such settlement results in the removal of such lien from the Property or Easement Property pursuant to applicable law.

(vi) Hazardous Materials. GEUSA shall not violate, and shall indemnify Owner against any violation by GEUSA or GEUSA's agents or contractors of, any

federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local environmental laws or regulations, on or under the Property.

(vii) Removal of Facilities. Within six (6) months from the expiration or termination of all rights under this Agreement, GEUSA shall remove all Windpower Facilities, including foundations, to a depth of seventy two (72) inches below grade, shall make commercially reasonable efforts to return the surface substantially to its condition prior to construction of the Windpower Facilities and GEUSA's access rights shall continue for such period. If GEUSA fails to remove any of the Windpower Facilities within the required time period, such Windpower Facilities shall be considered abandoned by GEUSA and Owner may remove these Windpower Facilities from the Property and dispose of them in its sole discretion without notice or liability to GEUSA. In the event GEUSA fails to remove any Windpower Facilities as required, and Owner removes such Windpower Facilities at Owner's expense, GEUSA shall reimburse Owner for the reasonable costs of removing those Windpower Facilities as required by this Agreement, less any salvage value received by Owner, within forty five (45) days after receipt of an invoice from Owner.

(a) As to security for the cost of decommissioning, demolishing and removal of the improvements, Owner will accept the security posted by GEUSA with any Township in which the Property is located so long as Owner is specifically named as an obligee in said security, specifically for the Windpower Facilities located on the Property, and so long as said security is in a form and in an amount satisfactory to Owner. Owner's approval of same shall not be unreasonably withheld.

(viii) Crop Damage. The parties anticipate and acknowledge that Owner may suffer damage to crops, tile, fences, and other property or improvements on the Easement Property during GEUSA's construction of the Windpower Facilities on the Property. GEUSA shall pay Owner fair compensation for any such losses or damage, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before the applicable regional office of the American Arbitration Association, or any other arbitrator mutually agreed to by the parties. After construction is complete, GEUSA shall not be responsible for any losses of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the Property.

(ix) Timber Removal and Damage. Prior to the Lease Effective Date GEUSA will submit to Owner a site plan of the area on the Property that will require tree clearing. Upon receipt of the site plan, Owner will have 60 days to remove all trees to the satisfaction of GEUSA. If Owner fails to remove all trees within 60 days, GEUSA shall perform such tree removal with the method of timber removal determined at the sole discretion of GEUSA. If GEUSA realizes any revenue from such tree removal on the Property net of costs to remove and transport trees ("Net Tree Removal Revenue"), GEUSA shall remit payment in the amount of the Net Tree Removal Revenue to Owner within 60 days of removal of the trees. The parties anticipate and acknowledge that

Owner may suffer damage to trees on the Easement Property during GEUSA's construction of the Windpower Facilities on the Property. GEUSA shall pay Owner fair compensation in the amount of the present value of any such damage based on a mutually agreed to, pro-rated, per acre value. If such value cannot be determined, Owner and GEUSA may equally share the costs of a third party consultant to determine such value. After construction of Windpower Facilities is complete, GEUSA shall not be responsible for any losses of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow, cultivate and cut trees or timber or otherwise use the Property. Except for areas covered by the above-ground Windpower Facilities such as roads, crane pads and the tower, GEUSA shall, plant red oak whips, similar trees or other flora on a one hundred foot grid pattern, or in a manner mutually agreed upon by GEUSA and Owner, on disturbed areas.

(x) Conservation Programs. To the extent GEUSA's installation or construction of the Windpower Facilities requires the removal of any of the Property from participation in the Conservation Reserve Program or similar program in which it was enrolled and qualified at the time GEUSA's applicable installation or construction began at such site, and Owner incurs any penalties or reimbursement obligations to the government agency administering the program related to the period after disqualification as a consequence, GEUSA agrees to reimburse Owner the amount of such penalties and obligations or pay the amounts on behalf of Owner. Owner shall notify GEUSA of any new areas of the Property that become qualified and enrolled in any such program(s) after the Effective Date promptly upon such qualification and enrollment and shall also notify GEUSA of any such penalties or reimbursement for which GEUSA is responsible under this Section, together with an accounting and copies of the underlying documentation and billing and receipts.

2. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

(i) Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to GEUSA the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property (including spouses) are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(ii) No Interference. Owner's activities and any grant of rights Owner makes to any person or entity other than GEUSA, whether located on the Property, Easement Property, or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Development Activities or Facility Activities; or the undertaking of any other activities permitted hereunder.

(iii) Title Review and Cooperation. Owner shall cooperate with GEUSA to obtain non-disturbance and subordination agreements from any person with a lien,

encumbrance, mortgage, lease or other exception to Owner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to GEUSA under this Agreement. Owner shall also provide GEUSA with any further assurances and shall execute any estoppel certificates, consents to assignments, or additional documents which may be reasonably necessary for recording purposes or otherwise reasonably requested by GEUSA.

(iv) Requirements of Governmental Agencies/Lenders. Owner shall assist and fully cooperate, and not interfere, with GEUSA, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews and clearances or any other approvals required or deemed desirable by GEUSA in connection with the financing, construction, installation, replacement, relocation, maintenance, operation, Repowering or removal of the Windpower Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto. Any such proceeding shall be directed and controlled by GEUSA.

(v) Indemnity. Owner will defend, indemnify and hold harmless GEUSA for, from and against liability for physical damage to property (including, without limitation GEUSA's roads) and for physical injuries or death to GEUSA or any of its successors, assigns, tenants, invitees, contractors or the public, to the extent caused by the operations or activities of Owner or its invitees, permittees or tenants.

(vi) Hazardous Materials. Owner shall not violate, and shall indemnify GEUSA and hold GEUSA harmless for, from and against any violation by Owner or Owner's agents or contractors of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Owner shall also indemnify GEUSA, hold GEUSA harmless and defend GEUSA for any environmental condition existing on the Property prior to the Effective Date or caused by any party other than GEUSA.

(vii) Quiet Enjoyment. Owner covenants and warrants that GEUSA shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Owner or any person lawfully or equitably claiming by, through or under or superior to Owner subject to the terms of this Agreement.

3. Assignment; Subleases; Transfers. GEUSA may sell, assign, sublease, pledge, encumber and otherwise convey (collectively, a "Transfer") any of its rights, title and interest under this Agreement to any entity affiliated or owned by GEUSA or its parent company(s) without advance approval by Owner. GEUSA may sell, assign, sublease, pledge, encumber and otherwise convey (collectively, a "Transfer") any of its rights, title and interest under this Agreement to any other entity with advance written approval by Owner, which approval shall not be unreasonably withheld, GEUSA will provide Owner notice of such Transfer. Owner shall cooperate with any such Transfer, including but not limited to delivering written confirmation of the terms of this Agreement. Upon receipt of notice of a Transfer, Owner agrees to deliver any notices (including notices of default) to such transferees.

4. Mortgagee Protection. In the event a mortgage, trust deed or similar security interest of GEUSA, or its successors or assigns, in this Agreement (a "Mortgage") is held by any person (a "Leasehold Mortgagee"), then GEUSA shall provide to Owner the relevant contact information for each such Leasehold Mortgagee, and such Leasehold Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protection, upon delivery to Owner of notice of its name and address:

(i) Limited to Leasehold Estate. A Leasehold Mortgagee shall have an interest in only those rights granted by GEUSA in the Mortgage including some or all of the operation, lease and easement rights granted to GEUSA hereunder (the "Leasehold Estate").

(ii) Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the Leasehold Estate by any lawful means (subject to the provisions hereof); (c) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by GEUSA hereunder, pursuant to its agreements with GEUSA, applicable law, or both; and (d) to acquire the Leasehold Estate by foreclosure or other legal proceedings or remedy (whether judicial or non-judicial) and thereafter to assign or transfer the Leasehold Estate to a third party. Owner's consent shall not be required for any such acquisition of GEUSA's Leasehold Estate by a third party.

(iii) Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by GEUSA, Owner shall give written notice of the default to each Leasehold Mortgagee concurrently with delivery of such notice to GEUSA, as applicable, specifying in detail the alleged event of default and the required remedy. In the event the Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any rent, real property taxes, insurance premiums or other monetary obligation of GEUSA under this Agreement; any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to GEUSA and any of its successors and assigns after GEUSA's receipt of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default; and (ii) thirty (30) days in the event of any non-monetary default, provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Windpower Facilities (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for GEUSA and perform the duties of GEUSA hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance.

with all the rights, privileges and obligations of GEUSA hereunder. Owner shall not terminate the Lease prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(c) During any period of possession of the Windpower Facilities or Leasehold Estate by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by GEUSA hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of GEUSA's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or other remedy, or by a purchaser at a foreclosure sale, the Lease shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to the leasehold estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; (provided, however, the Leasehold Mortgagee or party acquiring title to the leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("non-curable defaults"). Non-curable defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of the Leasehold Estate by such party.

(d) Any Leasehold Mortgagee or other party who acquires GEUSA's Leasehold Estate pursuant to foreclosure or other remedy shall not be liable to perform the obligations imposed on GEUSA by this Agreement incurred or accruing after such party no longer has ownership of the Leasehold Estate or possession of the Windpower Facilities.

(e) Neither bankruptcy nor insolvency shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable to Owner hereunder are paid by the Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend the Agreement beyond the Agreement term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, the Agreement shall continue in full force and effect.

(iv) New Lease to Mortgagee. If this Agreement terminates because of GEUSA's default or if the Leasehold Estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after any such event, enter into a new agreement concerning the Property, on the following terms and conditions:

(a) The terms of the new agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder

of the term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Agreement. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

(b) The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter a new agreement, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by GEUSA its successors or assigns, as applicable, under the terms of the Agreement up to the date of execution of the new agreement, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Owner from subtenants or other occupants of the Property; and (ii) perform all other obligations of GEUSA under the terms of the Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by GEUSA and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults. Any new agreement with the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the new agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of GEUSA thereunder.

(d) After the termination, rejection or disaffirmance of this Agreement and during the period thereafter during which any Leasehold Mortgagee shall be entitled to enter into a new agreement concerning the Property, Owner will not terminate any sublease or the rights of any sublease thereunder unless such sublease shall be in default under such sublease. During such period, if the Owner shall receive any rent and other payments due from subleases, including subleases whose attornment it shall have agreed to accept, it will do so as agent of such Leasehold Mortgagees and shall deposit such rents and payments in a separate and segregated account in trust subject to a right of setoff against amounts due to Owner; and, upon the execution and delivery of such new agreement, shall account to the tenant under said new agreement for the rent and other payments made under said subleases; and the tenant shall thereupon assign the rent and other payments due under said subleases to any Leasehold Mortgagees under the Agreement. The collection of rent by the Owner acting as an agent pursuant to this Section shall not be deemed an acceptance by Owner for its own account of the attornment of any sublease unless Owner shall have agreed in writing with such sublease that its tenancy shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a new agreement, in which case such attornment shall take place upon such expiration but not before. Owner shall not be under any obligation to enforce any sublease.

(e) If more than one Leasehold Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Leasehold Mortgagee requesting such new agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force and effect. At no expense to Owner, a Leasehold Mortgagee shall provide a

current title report on the Property to Owner reflecting the priority of the lien of such Leasehold Mortgagee.

(f) The provisions of this Section 4 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, GEUSA and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of the Agreement to the date of execution and delivery of such new agreement, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for a new agreement as set forth herein are complied with.

(v) Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of the Agreement to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Agreement from GEUSA prior to expiration of the term without the prior written consent of the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

(vi) No Waiver. No payment made to Owner by a Leasehold Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and a Leasehold Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

(vii) No Merger. There shall be no merger of this Agreement, the Lease or Easement created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the Lease or Easement or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in Property and all persons (including Leasehold Mortgagee) having an interest in this Agreement or in the estate of Owner and GEUSA shall join in a written instrument effecting such merger and shall duly record the same.

(viii) Further Amendments. At GEUSA's request, Owner shall amend this Lease to include any provision which may reasonably be requested by a current or proposed Leasehold Mortgagee; provided, however, that such amendment does not impair any of Owner's rights under this Agreement or substantially increase the burdens or obligations of Owner hereunder. Upon the request of any Leasehold Mortgagee, Owner shall execute any additional instruments reasonably required to evidence such Leasehold Mortgagee's rights under this Agreement.

5. Force Majeure. If performance of the Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected party, upon giving notice to the other party, shall be excused from

such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, tornado, storm, earthquake, flood or other casualty or accident; strikes or labor disputes; war, terrorism, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirements of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

6. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of GEUSA, and any of its successors and assigns, all information pertaining to the financial and other terms of this Agreement, GEUSA's site or product design, methods of operation, methods of construction, power production or availability of the Windpower Facilities, and the like, whether disclosed by GEUSA, and any of its successors and assigns, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity; or (iii) is necessary for disclosure of the obligations of this Agreement to any subsequent Owner of the Property or Easement Property. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of GEUSA, and any of its successors and assigns. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure; provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by GEUSA.

7. Short Form. Owner and GEUSA shall execute in recordable form and GEUSA shall then record a short form of this Agreement satisfactory in form and substance to GEUSA and Owner. Owner hereby consents to the recordation of the interest of a transferee in the Property.

8. Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given when personally delivered to Owner, GEUSA or GEUSA's successors and assigns, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Owner:

Angels Coal Trust/Attn: Mark Blaisdell
Box 146
Cresson, PA 16631
Phone: (814) 736-8641

If to GEUSA:

Gamesa Energy USA, LLC
Atlantic Development Department
One South Broad Street
20th Floor
Philadelphia, PA 19107
(215) 665-9810

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and GEUSA respecting its subject matter. Any agreement, understanding or representation respecting the Property, the Easement Property, this Agreement, the Option, the Lease, the Easement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

10. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the county in which the Property is situated.

11. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than the longest period permitted by applicable law.

12. Tax Credits. If under applicable law the holder of a leasehold interest in the nature of that held by GEUSA, or any successor or assign, under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at GEUSA's option, Owner and GEUSA shall amend this Agreement or replace it with a different instrument so as to convert GEUSA's interest in the Property to a substantially similar interest that makes GEUSA eligible for such tax credit, benefit or incentive.

13. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Agreement Legal Review Fees. GEUSA shall reimburse Owners' legal fees for review of this Lease and Easement Agreement up to One Thousand Dollars (\$1,000).

Exhibit 3

REPORT ON MINE DRAINAGE TREATMENT SYSTEMS

OF

COONEY BROS. COAL CO.

Prepared By:

Minetech Engineers, Inc.

October 29, 2008

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SUMMARY

While the basic treatment systems in place at the documented discharge points may have been manageable while surface mining operations were active, and personnel and equipment were available for operation and maintenance, they are not currently in a condition to be economically or operationally feasible for long term treatment activities. Practically all of the systems require daily inspection to either manually adjust the caustic soda addition rate or to physically add hydrated lime or soda ash briquettes to the discharge points. The Pot Ridge Shop and the Dunlo Plant units are the only two existing systems that could reasonably be considered as automatic at this time.

All treatment units are in need of some modification or repair in order to insure continuous, reliable treatment in the most cost effective manner. In some cases, consideration of a complete changeover of treatment systems from caustic soda to less expensive lime based methods is strongly recommended in terms of cost reduction and to make the treatment units less labor intensive.

Since Brent Means evaluation report was presented in September 2007, caustic soda costs have risen approximately 86% from \$0.50/gallon to \$0.93/gallon and are likely to continue an upward trend for the foreseeable future. Conversely calcium oxide costs are appearing to remain fairly stable with the exception of fuel surcharges on delivery costs. Cooney Bros. Coal Co. has at least three bins available that could be used for calcium oxide treatment systems. In addition, there is a lime treatment plant, currently being unused just west of the old sludge impoundment at the Murphy Hill site, that could potentially be modified for use at one of these sites.

Sludge handling and disposal is a major issue at all sites, with the exception of the Dunlo Plant which now has a sludge drying bed and a developed sludge disposal area. With surface mining activities winding down at all of the sites, sludge handling has been minimal or in some cases non existent. Beyond the actual cleaning, is the failure to develop sludge drying areas in close proximity to the treatment ponds. Significant costs will be incurred at Dean, Bethlehem and Murphy Hill in addressing sludge placement.

I feel it is impossible at this time to accurately arrive at an annual operating and maintenance cost because the systems as they exist are grossly inefficient and poorly maintained. The expense records of caustic soda, hydrated lime and soda ash would not seem to accurately represent fully compliant treatment costs. Sludge handling has been spotty at best and the past practice of "we got what we could reach with the excavator" is not acceptable for maintenance of a long term water treatment system. For the most part, maintenance of the approximately nine miles of access roads has been fairly minimal, although some benefit is happening through the development of the windmill farm in the Dunlo area and the accompanying maintenance of common access roads to those sites.

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Following the installation of weirs, monitoring of flows was done from 09/20/07 through 10/23/08 in order to compile an accurate record of the volume of water requiring treatment over an entire water year. As the sludge handling systems are upgraded and the pond cleaning performed on a regularly scheduled basis, a more accurate and realistic assessment of those long term costs can be calculated.

The assessment of each site follows, along with recommendations to the operator for repairs or replacement of the system, proposals for sludge handling, and access road maintenance and repair.

Note: and continued to page 61 as per copies held by both the Department and Cooney Brothers

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PARTICIPATION AGREEMENT
FOR THE CLEANS STREAMS FOUNDATION, INC. TRUST

This Participation Agreement ("Participation Agreement") entered into this 19 day of July, 2010, by and between Cooney Brothers Coal Company, a partnership, with its principal place of business at PO Box 246, Cresson, Pennsylvania ("Participant"), and the CLEAN STREAMS FOUNDATION, INC. ("Trustee" or "Foundation"), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201.

WHEREAS, Participant and the Department of Environmental Protection are negotiating a Treatment Trust Consent Order and Agreement to establish a trust to provide long term financial guaranties for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, Participant and the Department entered into an escrow agreement dated September 18, 2008 and Participant has deposited certain funds; and

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

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

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

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

ARTICLE ONE

DEFINITIONS

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

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

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

§1.4 "Treatment Systems" means those certain treatment systems and activities which are more particularly described in a Participation Agreement for which a Participant has provided funds and/or financial guarantees to be held in trust by the Foundation as an

alternate financial assurance mechanism which provides for the sound future treatment of discharges for the public purpose of protecting the environment and the health and welfare of the public.

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

ARTICLE TWO

PARTICIPATION IN THE TRUST

§2.1 The Participant agrees to provide certain funds, assets, and/or financial guarantees to be held by the Trustee for purposes of assuring that funds are available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; which systems are listed in Exhibit "A" attached hereto (hereinafter "Treatment Systems") which is a March 25, 2009, Consent Order & Agreement between the Participant and the Department.

§2.2 The Trustee agrees to establish within the Trust Fund a Sub-Account designated as "Sub-Account For Cooney Brothers Coal Company" ("Sub-Account").

§2.3 The Participant agrees to make an initial payment or transfer to the Trust of all sums currently on deposit in the escrow account created by Participant with Trustee pursuant to escrow agreement dated September 18, 2008 as well as all other assets pledged to, assigned to or transferred to Trustee to secure the funding of the treatment obligation simultaneously with its execution of this Participation Agreement.

§2.4 The Participant agrees to make total payments or transfers to the Trust as agreed upon between the Participant and the Department pursuant to the Agreement between the Department and the Participant dated September 18, 2008, which is attached hereto as

Exhibit "B", and as the Participant and Department of Environmental Resources may agree or as a Court of Competent jurisdiction may by Final Order determines required to fund the treatment obligation, .

§2.5 Any guarantees, including but not limited to, letters of credit, insurance, surety bonds, etc., delivered by the Participant shall be held by the Trustee until the Department either directs the Trustee to release such guarantee or portion thereof or the Department directs the Trustee to forfeit said bonds or enforce said guarantee and for the Trustee to deposit the proceeds of such guarantee into the Trust Fund or the amounts required to fund the treatment obligation shall have been deposited into the Trust Fund and the collateral is no longer therefore required to assure the funding of the treatment obligation, e. g. once the agreed upon sums have been deposited into the Trust Fund, the mortgage against certain lands to secure the treatment obligations will be satisfied. The Trustee shall be under no obligation to pay any premiums or other costs associated therewith. Instead, all such premiums and costs, as well as the responsibility for maintaining the guarantees in full force and effect, shall remain the obligation of the Participant. The Trustee shall take no action with respect to guarantees except as directed, in writing, by the Department in accordance with the provisions of this Declaration of Trust, and the Trustee shall not be liable to any party for acting in accordance with such directions.

§2.6 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers, negotiable instruments, assignments of leases, mortgages, security agreements, pledges, or other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any

deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

ARTICLE THREE

ADMINISTRATION

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

(a) The payments or transfers to the Trustee made by the Participant or on behalf of the Participant pursuant to this Agreement, or any future agreement between Participant and the Department for said Sub-Account.

(b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participant.

(c) Cash, funds or property transferred from any person to the Trustee for the benefit of Participant or for deposit into said Sub-Account, and accepted by the Trustee for said Sub-Account.

(d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.

(e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.

(f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the Department shall direct to pay for the operation of the Treatment System or Treatment

Systems. This amount shall be paid to a third party administrator to the Trust, who shall be responsible for paying the costs of operating the Treatment System in accordance with any instructions that may be issued by the Department in relation thereto.

§3.4 The Participant understands that the Trust is intended to be categorized, for federal and state income tax purposes, as a charitable trust in accordance with and under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any implementing regulation cited therein or any corresponding successor provision. Should it be determined that the Trust is not a charitable trust or the law changes so that the Trust becomes taxable for income tax purposes, then the Participant agrees that it will contribute to the Trustee the amount of the income tax assessed or levied against or in respect of the particular Sub-Account. The Trustee shall use the money contributed by or on behalf of the Participant to pay the income tax assessed or levied against or in respect of the Sub-Account established pursuant to this Participation Agreement.

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

§3.6 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall

not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into the Trust shall extinguish and remove all of Participant's interest in the Trust from Participant's estate under the Bankruptcy Code or similar laws, provided, however, that assets transferred to the Trust as collateral for the treatment obligation shall, upon the funding of the Trust with the amount(s) agreed upon by the Participant and the Department or as may be determined by Final Order of a Court of competent jurisdiction be released to and transferred back to Participant or Participant's assignee(s).

§3.7 Except as otherwise provided in this Participation Agreement, all payments made to the Trustee or deposits into the Trust by the Participant shall be irrevocable once made, and upon delivery thereof by the Participant, all interest of the Participant therein shall cease and terminate, and no part thereof, nor any income therefrom, shall be used for or devoted to purposes other than for the exclusive benefit of the Department and the Trust as provided herein, provided, however, that assets transferred to the Trust as collateral for the treatment obligation shall, upon the funding of the Trust with the amount(s) agreed upon by the Participant and the Department or as may be determined by Final Order of a Court of competent jurisdiction be released to and transferred back to Participant or Participant's assignee(s).

§3.8 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers, assignments of leases, mortgages, security agreements, pledges, or other negotiable instruments acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such

payment, but the Trustee shall notify the Department of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

§3.9 The Trustee shall at least quarterly furnish the Participant a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. Such statement shall value Trust investments at market value which shall be that market value determined not more than thirty (30) days prior to the date of statement.

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

ARTICLE FOUR

AMENDMENTS

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

ARTICLE FIVE

NOTICES

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

Participant: Cooney Brothers Coal Company

P.O. Box 246

Cresson, Pa., 16630

with notice to:

James R. Walsh, Esquire

Spence, Custer, Saylor, Wolfe & Rose, LLC

P.O. Box 280

Johnstown, Pa., 159907

Trustee: Clean Streams Foundation, Inc.
c/o Jack J. Steiner, Esq.
160 north McKean Street
Kittanning, Pennsylvania 16201

With a copy to:

Clean Streams Foundation, Inc.

c/o Dean K. Hunt, Esq.

520 West Short Street

Lexington, Kentucky 40507-1252

Beneficiary: Pennsylvania Department of Environmental Protection
Director, District Mining Operations
Greensburg District Mining Office
8205 Route 819
Greensburg, PA 16501

or to such other address or individual's attention as the party may, in writing, so direct

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

ARTICLE SIX

DISPUTES

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

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

ARTICLE SEVEN

CONSTRUCTION

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

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

provision invalid or unenforceable in any other jurisdiction.

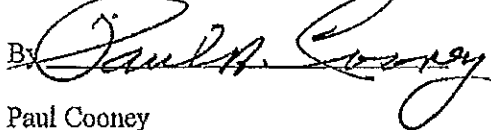
§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participant, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participant,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

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

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

PARTICIPANT:

COONEY BROTHERS COAL COMPANY

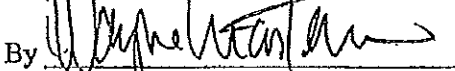
By 

Paul Cooney

Its Partner

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By 

Its Chairman

STATE OF Pennsylvania
COUNTY OF Cambria to-wit:

Cambria Office, JUL 21 10 11 25

The foregoing instrument was acknowledged before me this 14th day of July, 2010, ~~by~~ before me, the undersigned ~~of~~ notary ~~the~~ personally appeared Paul Cooney

My commission expires NOV 4, 2012

Malcolm Crittenden
Notary Public

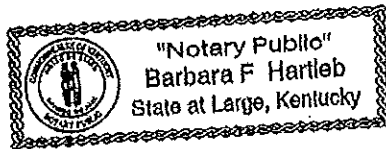
Notarial Seal
Malcolm Crittenden, Notary Public
Cambria Township, Cambria County
My Commission Expires November 4, 2012

Canbyia office JUL 21 10 11 25

STATE OF Kentucky;
COUNTY OF Fayette, to-wit:

The foregoing instrument was acknowledged before me this 19 day of
July, 2010, by Wayne Mastelmann, the Chairman of
the CLEAN STREAMS FOUNDATION, INC.

My commission expires 7/10/2014.



Barbara F. Hartleb
Notary Public

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participant entering into this Participation Agreement pursuant to the Agreement between the Participant and the Department dated September 18, 2008, and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA

By Michael Terrett

Its DIRECTOR, DISTRICT MINING OPERATIONS

Exhibit Office JUL 21 10 11 25

EXHIBIT "A"

**MARCH 25, 2009, AGREEMENT BETWEEN
THE PARTICIPANT AND THE DEPARTMENT**

The Clean Streams Foundation, Inc.

520 West Short Street
Lexington, Kentucky 40507-1252
859-252-3476 fax: 859-252-4167
deankhunt@qx.net

October 3, 2012

Dan Sammarco
PA DEP
286 Industrial Park Road
Ebensburg, PA 15931

Martin Sokolow
Office of Chief Counsel
909 Elmerton Avenue, 3rd fl.
Harrisburg, PA 17110

Dear Dan and Mike,

RE: Cooney Brothers Status Update

This letter will bring you up to date on the status of various items related to Cooney Brothers Coal Company, the DEP and the Clean Streams Foundation, Inc. ("CSF"). The following information addresses those requirements itemized in Section 2 of the Cooney Brothers Escrow Agreement.

Paragraph 2(a) Requirement: "An initial deposit of \$100,000.00; \$50,000.00 to be paid by September 20, 2008; \$50,000.00 to be paid by December 20, 2008."

Para. 2(a) Status: Item Completed.

- \$50,000 deposited by wire transfer from Angels Coal on 9/22/2008.
- \$50,000 deposited by wire transfer from Angels Coal on 12/15/2008.

Paragraph 2(b) Requirement: "Upon signature of this Agreement, assignment of the cash collateral listed on Exhibit 1, together with all interest." Exhibit 1 titled "Cash collateral on releasable sites" lists Certificates of Deposit of \$247,443.00; Municipal Bonds of \$55,000.00; Cashier's checks of \$5,667.00; Certificates of Deposit of \$3,600.00; and Cashier's checks of \$26,590.00; together totaling \$338,300.08.

Para. 2(b) Status: We are uncertain whether this provision has been completed due to a lack of specific description of cash deposits matching the Exhibit 1 description. Nevertheless, to date the following cash amounts have been received by the CSF:

*As updated by
Letter of June 17, 2013.*

The Clean Streams Foundation, Inc.

520 West Short Street
Lexington, Kentucky 40507-1252
859-252-3476 fax; 859-252-4167
deankhunt@qx.net

June 17, 2013

Dan Sammarco
PA DEP
286 Industrial Park Road
Ebensburg, PA 15931

Martin Sokolow
Office of Chief Counsel
909 Elmerlon Avenue, 3rd fl.
Harrisburg, PA 17110

RE: Cooney Brothers Update on Funds Received

Dear Dan and Mike,

This following table provides an update and description of the cash deposits received by the CSF to the CSF Cooney Brothers Water Treatment Trust.

| Date | Amount | Description |
|------------|--------------|---|
| 9/22/2008 | \$50,000.00 | Wire transfer from Angels Coal |
| 12/15/2008 | \$50,000.00 | Wire transfer from Angels Coal |
| 12/15/2008 | \$535,110.00 | Wire Transfer received from "K B Trucking" with an address of 1207 4th St., Cresson, PA 16630. (To cover the assignment of Charles Cooney's General American Financial life insurance policy #3268312 - cash value of policy at that time.) |
| 2/2/2009 | \$55,000.00 | Received from Commonwealth of PA via check # 221279 with notation "DEP-Release of Escrow Permit # 07890101, 11823003, 11860107, 56920106. Invoice No. 10509." This check was accompanied by a letter from Deborah Lettich, Bonding Section, DEP, stating... "Transmittal of Revenue 98165595-6/30/98 in amount of \$20,000 and Transmittal of Revenue 98206963-8/4/06 in amount of \$40,000. These transmittals represent deposit of proceeds of certain General Obligation Highway Bonds that matured and were converted to cash. The Bureau of Mining and Reclamation has determined that \$55,000 of the \$60,000 should be submitted to the Escrow Account." |

| | | |
|------------|--------------|--|
| 2/2/2009 | \$4,000.00 | Received from Commonwealth of PA via check # 1451978 with notation "DEP-Release of Escrow Permit Nos. 11823003 & 11860107." (Burkett 2 Release) This check was accompanied by a letter from Deborah Lettich, Bonding Section, DEP, stating... "Transmittal of Revenue 305004-2/4/1997 in amount of \$3,800 and Transmittal of Revenue 305006-2/25/1997 in amount of \$200. Cash deposited into Surface Mining Fund. The BMR has determined that these funds should be submitted to the Escrow Account." |
| 2/19/2009 | \$51,318.38 | Received from Commonwealth of PA via check # 9480023 with notation "DEP-Proceeds of Cooney Brothers Coal Co CD's. Invoice No. 126090." CD # 41076, 41187, 41203, 41214, 41221, & 41690. (Plus Interest) |
| 9/29/2009 | \$149,918.61 | Received from Commonwealth of PA via check # 9262819 with notation "Environmental Protection 35-35 Cooney Bros Escrow AM 88024462. Invoice No. 90909." CD # 41815, 42472, 42473, and 42648. (Plus Interest) |
| 10/22/2009 | \$27,000.00 | Received from J. Ambrisco as Gamesa payment for North Allegheny Ridge Wind Farm |
| 4/28/2010 | \$7,500.00 | Received from J. Ambrisco as "regular payment to trust" |
| 4/28/2010 | \$55,699.66 | Received from J. Ambrisco as "Duke Energy for the North Allegheny Ridge Wind Farm" |
| 4/28/2010 | \$20,387.00 | Received from J. Ambrisco as "savings generated by surety bond releases for the first quarter of 2010" |
| 7/26/2010 | \$14,000.00 | Received from J. Ambrisco as "the first construction period payment for the Gamesa Chestnut Flats windfarm." |
| 8/4/2010 | \$3,305.00 | Received from J. Ambrisco as "savings on the surety bond premiums for the second quarter" |
| 9/30/2010 | \$27,920.89 | Received from J. Ambrisco as "proceeds from Certificate of Deposit 41215" |
| 10/28/2010 | \$14,691.90 | Received from J. Ambrisco as payment "from Duke Energy and is a six month prepayment for the current fiscal year for North Allegheny wind farm." |

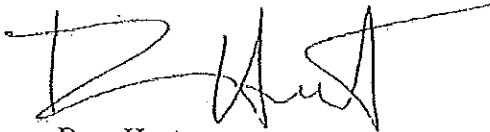
| | | |
|-----------|-------------|--|
| 1/31/2011 | \$70,822.13 | Received from J. Ambrisco as payment "from Everpower and is the bi annual Rent Payment for July 1, 2010 through December 31, 2010 for the first phase of Krayn Wind LLC wind farm." |
| 2/4/2011 | \$11,866.00 | Received from J. Ambrisco as payment which "represents the savings on surety bond premiums for the third and fourth quarter or 2010." |
| 2/7/2011 | \$5,173.06 | Received from J. Ambrisco which "represents the 12% royalties received from Heritage Mining Company for 718.48 tons mined in December. The price was increased to \$60 per ton from Targe Energy. The sale price was \$43,108.80." |
| 4/19/2011 | \$43,526.68 | Received from J. Ambrisco as payment "from Duke Energy for the North Allegheny Wind Farm." |
| 4/25/2011 | \$12,315.00 | Received from J. Ambrisco representing "the savings on surety bond premiums for the first quarter of 2011." |
| 4/26/2011 | \$82,738.32 | Received from J. Ambrisco representing "the royalties paid to Angels' Coal Trust by Heritage Mining Company for the first quarter of 2011." |
| 6/20/2011 | \$42,000.00 | Received from J. Ambrisco representing "\$14,000 which represents the second half of 2010 annual fee due during the construction period. The remaining \$28,000 is for the entire year of 2011 annual fee due during the construction period." |
| 7/28/2011 | \$83,997.65 | Received from J. Ambrisco representing "\$83,997.65 received from Everpower for six months land rental for the first phase of windtowers." |
| 7/28/2011 | \$98,321.00 | Received from J. Ambrisco representing "\$98,321.00 received by Angels' Trust from Heritage Mining Company for coal royalties due for the second quarter." |
| 7/28/2011 | \$1,849.00 | Received from J. Ambrisco representing "\$1,849.00 due for surety bond premium savings for the second quarter." |
| 8/31/2011 | \$30,912.05 | Received from J. Ambrisco representing "\$20,912.05 and is related to the Caroff bond release." |
| 8/31/2011 | \$10,000.00 | Received from J. Ambrisco representing "\$10,000.00 as a regular deposit to the fund." |

| | | |
|------------|-------------|---|
| 10/4/2011 | \$2,000.00 | Received from J. Ambrisco representing "the Annual Ancillary Facilities Easement Fee from Duke Energy for the North Allegheny Wind project." |
| 10/21/2011 | \$66,372.67 | Received from J. Ambrisco representing "\$36,374.07 which is the final payment from Duke Energy for the period of 9/1/10-8/31/11. The total for the year is \$94,190.88 less the two semi-annual prepayments which totaled \$57,816.81. The other receipt is for \$29,998.60 which is the first semi-annual pre-payment for the year of 9/1/11 to 8/31/12. |
| 11/2/2011 | \$53,056.29 | Received from J. Ambrisco representing "\$48,227.29 for royalties received from Heritage Mining Company for the third quarter and \$4,829.00 from Surety Bond Premium Savings for the third quarter. |
| 2/2/2012 | \$63,021.79 | Received from J. Ambrisco representing "\$63,021.79 for payment received from Krayn Wind LLC, which is the amount due for the Highland North Wind Farm for the second half of 2011. The amount per turbine is \$7,877.72." |
| 2/2/2012 | \$66,301.18 | Received from J. Ambrisco representing "\$66,301.18 comprised of bond premium savings of \$7,233.00 and coal royalties received from Heritage Mining Company for the fourth quarter in the amount of \$38,068.18. Also included in this check is \$21,000.00 which was received from enXco for the Chestnut Flats Wind Farm for the period of January 1, 2012 through June 30, 2012." |
| 4/5/2012 | \$29,998.60 | Received from J. Ambrisco representing "\$29,998.60" from Duke Energy for the second semi-annual pre-payment, for the year of 9/1/11 to 8/31/12. |
| 5/2/2012 | \$87,953.66 | Received from J. Ambrisco representing \$67,878.66 from Heritage Mining Company for first quarter of 2012 and the surety bond premium savings of \$20,075.00 for first quarter of 2012. |
| 6/25/2012 | \$21,000.00 | Received from J. Ambrisco representing funds from enXco for Chestnut Flats Wind Farm for July 1, 2012 through December 31, 2012. |
| 7/31/2012 | \$83,902.71 | Received from J. Ambrisco representing \$83,902.71 from EverPower Wind Holdings, Inc. for amount due for Krayn Wind Farm for first half of 2012. Amount per turbine is \$10,487.81. |
| 8/7/2012 | \$26,562.91 | Received from J. Ambrisco representing \$24,713.91 from Heritage Mining Company for second quarter of 2012 and surety bond premium savings of \$1,849.00 for the second quarter of 2012. |

| | | |
|------------|--------------|---|
| 8/27/2012 | \$13,473.07 | Received from J. Ambrisco representing \$13,473.07 from EverPower Wind Holdings, Inc. for the first half of 2012 from Highland North Wind Farm, which began commercial operation in late March. |
| 10/9/2012 | \$40,228.57 | Received from J. Ambrisco representing \$9,722.28 from Duke Energy for the balance due for year 9/1/11 to 8/31/12 and the semi-annual prepayment of \$30,506.29 for the year 9/1/12 to 8/31/13. |
| 10/31/2012 | \$2,000.00 | Received from J. Ambrisco representing \$2,000.00 from Duke Energy for Annual Ancillary Facilities Basement Fee. |
| 11/6/2012 | \$46,367.70 | Received from Joe Ambrisco representing \$41,702.70 from Heritage Mining Co. for third quarter coal royalties and \$4,665.00 for third quarter bond premium savings. |
| 12/18/2012 | \$7,207.29 | Received from First National Bank of Lilly, check #45683 for \$7,207.29 |
| 12/18/2012 | \$9,445.69 | Received from First National Bank of Lilly, check #45684 for \$9,445.69 representing funds from Certificate of Deposits #41070 issued 9/22/1995 and #41704 issued 5/9/2001 presented for payment. |
| 1/3/2013 | \$15,000.00 | Received from Commonwealth of Pennsylvania – Refund-Surface Mining Conservation & Rec. check #85-66832173. |
| 2/25/2013 | \$184,005.00 | Received from J. Ambrisco representing \$184,005.00 proceeds of land sale which is part of 3,000 acres+ which is to be under a mortgage to DEP. |
| 2/25/2013 | \$83,180.02 | Received from J. Ambrisco representing \$55,675.53 rent from Krayn Wind for last half of 2012 and \$27,504.49 rent from Highland North Wind Farm for last half of 2012. |
| 2/25/2013 | \$45,421.91 | Received from J. Ambrisco representing \$36,894.91 fourth quarter coal royalties; \$8,527.00 fourth quarter surety bond premium savings. |
| 3/15/2013 | \$66,372.70 | Received from J. Ambrisco representing the balance of 2012 royalty for Chestnut Flats Wind. |
| 4/9/2013 | \$30,506.29 | Received from J. Ambrisco representing second semiannual prepayment North Allegheny Wind for 9-1-12 to 8-31-13 |
| 5/13/2013 | \$21,349.44 | Received from J. Ambrisco representing second bi-annual minimum payment for Chestnut Flats Wind Farm |

| | | |
|-----------|----------------|--|
| 5/13/2013 | \$54,105.97 | Received from J. Ambrisco representing 1 st quarter coal royalties of \$34,972.97 and 1 st quarter bond premium savings of \$19,133.00 |
| TOTAL | \$2,668,205.79 | |

Sincerely,



Dean Hunt

Cc: Malcolm Crittenden, Nels Taber, PA DEP
Joseph Ambrisco

Co # 103071
enf # 265443

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

| | |
|-------------------------------------|---|
| Cooney Brothers Coal Company | : Alternate Financed Assurance |
| P. O. Box 246 | : SMP No. 11803038 (Pot Ridge 2 Strip) |
| Cresson, PA 16630 | -: SMP No. 56743138 (Pot Ridge Strip Lasky) |
| | -: SMP No. 11860104 (Bethlehem Strip) |
| | -: SMP No. 11773037 (Caroff Strip) |
| | -: SMP No. 11813040 (Dunlo No. 1 Strip) |
| | -: SMP No. 11813039 (Feller No. 2 Strip) |
| | -: MDP No. 4270BSM1 (Dean No. 3) |
| Angels Coal Trust | : Cambria and Somerset Counties |
| c/o Gerald Neugebauer, Jr., Trustee | : |
| 219 South Center Street | : SMP No. 07100101 (Heritage-Coupon Mine) |
| Ebensburg, PA 15931 | : Blair County |

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 3rd day of October, 2010

by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), Cooney Brothers Coal Company ("Cooney and Angels Coal Trust).

The Department has found and determined the following:

A. The Department is the agency with authority to administer and enforce The Clean Streams Law, Act of June 22, 1937, P. L. 1987, as amended, 35 P. S. §§ 691.1 et seq., ("Clean Streams Law"); the Surface Mine Conservation and Reclamation Act, Act of May 31, 1945, P. L. 1198, as amended, 52 P. S. § 1396.1 et seq., ("Surface Mining Act"), Section 1917-A of the Administrative Code, Act of April 9, 1929, P. L. 177, as amended, 71 P.S. § 510-17, and the Rules and Regulations adopted thereunder.

B. Cooney is a partnership with a business address of P. O. Box 246,

Cresson, Pennsylvania 16630, whose partners are Paul A. Cooney and Charles M. Cooney. Cooney's business includes the mining of bituminous coal by the surface method in the Commonwealth of Pennsylvania, pursuant to Surface Mining Operator's License No. 1232- expired.

C. Heritage Mining Company ("Heritage"), is a Pennsylvania Corporation with a business address of P. O. Box 126, Cresson, Pennsylvania 16630. Heritage's business includes the mining of bituminous coal by the surface method in the Commonwealth of Pennsylvania, pursuant to Surface Mining Operator's License No. 1609. Cynthia M. Cooney is the sole officer of Heritage. Queens Coal Trust, a duly constituted trust established by Paul A. Cooney, Charles M. Cooney and James R. Cooney on November 30, 1994, is the sole shareholder of Heritage. Heritage is not a signatory to this agreement.

D. Angels Coal Trust is a duly constituted trust established by Paul Cooney, ande Marcelle Cooney, husband and wife, on December 29, 1999. Gerald Neugebauer, Jr. Esquire, serves as trustee of Angels Coal Trust.

E. Cooney is the permittee of the following bituminous surface coal mines that are associated with post-mining discharge liability:

| NAME | SMP | TOWNSHIP | COUNTY |
|-----------------------|----------|-----------|----------|
| Pot Ridge No. 2 Strip | 11803038 | Adams | Cambria |
| Pot Ridge Strip Lasky | 56743138 | Ogle | Somerset |
| Bethlehem Strip | 11860104 | Conemaugh | Cambria |
| Caroff Strip | 11773037 | Conemaugh | Cambria |
| Dunlo No. 1 Strip | 11813040 | Adams | Cambria |
| Feller No. 2 Strip | 11813039 | Adams | Cambria |
| Dean No. 3 | 4270BSM1 | Dean | Cambria |

F. The Department and Cooney have been negotiating a postmining treatment

trust agreement to assure the long term operation and maintenance of treatment by others for the discharges found on the permits listed in Paragraph E.

G. By document dated September 18, 2008, the Clean Streams Foundation, Inc., as Escrow Agent, Cooney, and the Department entered into an Escrow Agreement (the "Escrow Agreement"), Paragraph 2(f) of the Escrow Agreement pledges all royalties to the Escrow Account and to the Treatment Trust to be created as the successor to Escrow Account from mining of the Coupon site in Logan Township, Blair County.

H. The Escrow Agreement was replaced by the Participation Agreement with the Clean Streams Foundation, Inc. Trust ("Participation Agreement") dated July 19, 2010. Paragraph §2.4 of the Participation Agreement states that Cooney agrees to transfer to the trust all the assets that were agreed upon in the Escrow Agreement.

I. Heritage is the permittee of the following bituminous surface coal mine:

| NAME | SMP | TOWNSHIP | COUNTY |
|----------------------|----------|----------|--------|
| Heritage-Coupon Mine | 07100101 | Logan | Blair |

J. In Paragraph 2(e) of the Escrow Agreement, Cooney agreed to have assigned to the Escrow Account and its successor, the Treatment Trust, two windmill leases in which Angels Coal Trust is owner and lessor.

K. Angels Coal Trust is the owner of the mineral rights for the Heritage-Coupon site. Angels Coal Trust leased the coal to Heritage for a 12% royalty on the Lower Kittanning coal seam and 8% royalty on the Upper Kittanning coal seam. The lease agreement is attached as Exhibit 1.

L. Heritage has agreed to sell the coal to be mined from the Heritage-Coupon Mine to Targe Energy Coal, LLC ("Targe") for a fixed price of \$55.00 per ton for the

Lower Kittanning coal seam and \$40.00 per ton for Upper Kittanning coal seam, less any penalties. The sales agreement between Heritage and Targe is attached as Exhibit 2.

M. Angels Coal Trust desires to assign all of its rights, title and interest under the coal lease to Heritage or its successor or assignee for the Heritage-Coupon Mine, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease, to secure and contribute to the payment to the Cooney Brothers treatment trust account established to provide long term financial guarantees for operation and maintenance of the treatment systems on the permits listed in Paragraph C.

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 Cooney and Angels Coal Trust, as follows:

1. *This Consent Order and Agreement* is an Order of the Department authorized and issued pursuant to: Section 5 of The Clean Streams Law, 35 P.S. §691.5; Section 4.3 of The Surface Mining Act, 52 P.S. §1396.4c; and Section 1917-A of The Administrative Code, *supra*. The failure of Cooney and/or Angels Coal Trust to comply with any term or condition of this Consent Order and Agreement shall subject Cooney and/or Angels Coal Trust to all penalties and remedies provided by those statutes for failing to comply with an Order of the Department.
2. *Findings.*
 - a. Cooney and Angels Coal Trust agree that the findings in Paragraphs A through M are true and correct and, in any matter or proceeding involving Cooney, Angels Coal Trust and the Department, Cooney and/or Angels Coal Trust 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. *Funding of the Treatment Trust Fund.*

- a. Angels Coal Trust shall pay all royalties due under the lease agreement attached as Exhibit 1 from the mining of coal on SMP No. 07100101, the Heritage-Coupon Mine, directly into the Cooney Brothers trust account with Clean Streams Foundation.
- b. Payments shall be made on quarterly basis within thirty (30) days of the last day of March, June, September and December of each year.
- c. Angels Coal Trust shall provide the Department and the trustee with a certified accounting of coal production during the preceding quarter when it makes each royalty payment.
- d. The royalty payments shall be made attention to:

Dean Hunt
Clean Streams Foundation
520 W. Short Street
Lexington, KY 40507-1252

4. *Stipulated Penalties.* In the event Cooney and/or Angels Coal Trust fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Cooney and/or Angels Coal Trust shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of Seven Hundred Fifty Dollars (\$750.00) per day for each violation. The penalty shall be due automatically and without notice. Such penalty payments shall be payable monthly on or before the fifteenth (15) day of each succeeding month. The payment shall be made by corporate check or the like, made payable to: the Commonwealth of PA, and sent to PA DEP, Attention: Mining Permit and Compliance Specialist, 286 Industrial Park Road, Ebensburg, PA 15931-4119. It is understood by the parties hereto that payment of any money hereunder shall neither constitute a waiver of Cooney and/or Angels Coal Trust's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel Cooney and/or Angels Coal Trust's compliance with the terms and conditions of this Consent Order and Agreement, or any applicable statute, rule, regulation, permit, or order of the

Department.

5. *Existing Obligations Unaffected.* Nothing set forth in this Consent Order and Agreement is intended, nor shall be construed, to relieve or limit Cooney and Angel Coal Trust obligation to comply with any existing or subsequent statute, regulation, permit or order. In addition, nothing set forth in this Consent Order and Agreement is intended, nor shall be construed, to authorize any violation of any statute, regulation, order, or permit issued or administered by the Department.
6. *Reservation of Rights.* With regard to matters not addressed by this Consent Order and Agreement, the Department specifically reserves all rights to institute equitable, administrative, civil and criminal actions, for any past, present or future violation of any statute, regulation, permit or order, or for any pollution or potential pollution to the air, land or waters of the Commonwealth.
7. *Remedies for Breach.* Cooney and/or Angels Coal Trust's failure to comply with any provision of this Consent Order and Agreement shall be deemed a material breach, and in the event of any such breach, the Department may, in addition to the remedies prescribed herein, institute any equitable, administrative, civil or criminal action, including an action to enforce this Consent Order and Agreement. These remedies 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.
8. *Liability of Operator.* Cooney and Angels Coal Trust shall inform all persons necessary for the implementation of this Consent Order and Agreement of the terms and conditions of this Consent Order and Agreement. Cooney and/or Angels Coal Trust shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its directors, officers, agents, managers, servants and privies and any persons, contractors and consultants acting under or for Cooney and/or Angels Coal Trust.
9. *Correspondence with the Department.* All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

District Mining Manager
District Mining Operations, Cambria District Office
286 Industrial Park Road
Ebensburg, PA 15931-4119

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

Cooney Brothers Coal Company
P.O. Box 246
Cresson, PA 16630

12. *Correspondence with Angels Coal Trust.* All correspondence with Angels Coal Trust concerning this Consent Order and Agreement shall be addressed to:

Gerald Neugebauer, Jr., Esquire, Trustee
219 South Center Street
Ebensburg, PA 15931

13. *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.
14. *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.
15. *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.
16. *Attorney Fees.* The parties agree to 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.
17. *Decisions under Consent Order.* Any decision which the Department makes under the provisions of this Consent Order and Agreement shall not be deemed to be a final action of the Department, and shall not be appealable to the Environmental Hearing Board or to any court. Any objection which Cooney and/or Angels Coal Trust may have to the decision will be preserved until the Department enforces this Consent Order and Agreement. At no time, however,

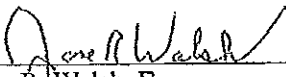
may Cooney and/or Angels Coal Trust challenge the content or validity of this Consent Order and Agreement, or challenge the Findings agreed to in this Consent Order and Agreement.

18. *Titles.* A title used at the beginning of any paragraph of this Consent Order and Agreement is provided solely for the purpose of identification and shall not be used to interpret that paragraph.
19. *Effect of Royalty Payments.* Amounts paid into the Escrow Account and/or its successor Treatment Trust account shall reduce the obligation of Cooney to fund either account on a dollar for dollar basis.
19. *Counterpart Signatures.* The parties agree that this Consent Order and Agreement may be executed by counterpart signatures transmitted via electronic means.

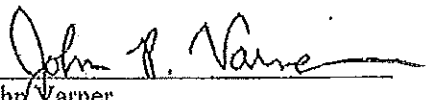
IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of Cooney and Angels Coal Trust certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute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

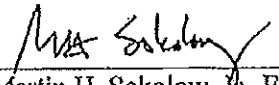
FOR COONEY BROTHERS COAL
COMPANY AND ANGELS
COAL TRUST


Paul Cooney
Partner

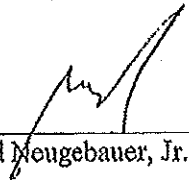

James R. Walsh, Esq.
Attorney for Cooney

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT
OF ENVIRONMENTAL PROTECTION


John Varner
District Mining Manager


Martin H. Sokolow, Jr., Esq.
Attorney for the Department

FOR ANGELS COAL TRUST


Gerald Mengebauer, Jr., Esq., Trustee



Attorney for Angels Coal Trust

Exhibit 1

INDENTURE OF LEASE

THIS INDENTURE OF LEASE is made and entered into this 14th day of November, 2009 by and between:

GERALD P. NEUGEBAUER, JR., TRUSTEE OF ANGELS' COAL TRUST, dated December 19, 1999, having a business address of 219 South Center Street, Ebensburg, Pennsylvania 15931, party of the first part, hereinafter referred to as LESSOR,

AND

HERITAGE MINING COMPANY, having a business address of P.O. Box 246, Cresson, Pennsylvania 16630, party of the second part, hereinafter referred to as LESSEE.

WHEREAS, LESSOR is the owner of the surface and the coal in, under and upon, of all those certain tracts of land, together with a right-of-way for a tram road, all situate in the Townships of Allegheny and Logan, in the County of Blair and State of Pennsylvania, and in the Township of Gallitzin, in the County of Cambria and State of Pennsylvania, all as is more fully described in Exhibit "A", attached hereto and made a part hereof. and,

WHEREAS, LESSOR desires to lease to LESSEE the said surface of, and the coal in, under and upon, said certain pieces or parcels of land, together with said right-of-way for a tram road, and LESSEE desires to lease from LESSOR the said surface of, and the coal in, under and upon, said certain pieces or parcels of land, together with said right-of-way for a tram road, for all of the purposes and under all the terms and conditions hereinafter more fully contained.

NOW THEREFORE, for and in consideration of the sum of One (\$1.00) dollar in cash in hand paid by LESSEE to LESSOR, the receipt by LESSOR of which is hereby acknowledged, and in further consideration of the payment of

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royalties by LESSEE to LESSOR, as is hereinafter more fully provided, and in further consideration of the covenants and understandings hereinafter more fully contained, and intending to be legally bound, LESSOR and LESSEE hereby mutually agree as follows:

1. LESSOR hereby leases, demises, grants and let unto LESSEE, its successors and assigns, if any, together with all of the rights hereinafter more fully contained, and for all of the purposes hereinafter more fully contained:

All of the surface and all of the coal in, under and upon, all those certain tracts of land, containing 600 acres, situate in the Township of Logan, in the County of Blair and State of Pennsylvania, together with a right-of-way for a tram road situate in the Township of Logan, in the County of Blair and State of Pennsylvania and in the Township of Gallitzin, in the County of Cambria and State of Pennsylvania, all as is more fully described in Exhibit "A", attached hereto and made a part hereof.

All of the surface and all of the coal in, under and upon, said certain pieces or parcels of land, together with a right-of-way for a tram road, are hereinafter referred to as the leased premises.

TOGETHER with the sole, exclusive and unrestricted right to search, explore, test, drill and dig for coal in, under and upon the leased premises; with the sole, exclusive and unrestricted right to mine, remove and extract, in whole or in part, all economically recoverable seams of coal heretofore, hereby or hereafter, leased, owned or controlled by LESSEE in, under or upon the leased premises; with the sole, exclusive and unrestricted right to conduct such mining operations by the strip, open pit, auger and/or high wall mechanical mining methods; with the sole, exclusive and unrestricted right to remove and/or destroy all or any portion of the leased premises, and otherwise to use the leased premises for any

purpose in connection with the said mining operations of LESSEE on the leased premises and also otherwise to use the leased premises for any purpose in connection with the mining operations of LESSEE on any other mining premises that adjoin the leased premises and that it may now or hereafter lease, own, control or operate; with the sole, exclusive and unrestrictive right to lift all or any portion of the leased premises and to deposit the lifted surface, earth, spoil, rock, overburden, coal, waste, refuse and all other debris upon all or any of the remaining portion of the leased premises; with the sole, exclusive and unrestricted right to deposit on the leased premises earth, spoil, rock, overburden, coal, waste refuse and all other debris from the mining operations of LESSEE on the leased premises, or any other premises adjoining the leased premises; with the sole, exclusive and unrestricted right to take, injure, divert, destroy and fully use all or any part of the waters lying in, under or upon the leased premises; with the sole, exclusive and unrestricted right to drain waters from the mining operations of LESSEE on the leased premises, or on any other premises adjoining the leased premises, waters into lying and being in, under or upon the leased premises, all without being required in any manner whatsoever to leave any subjacent or lateral support of or for the leased premises; with the sole, exclusive and unrestricted right to cut, lift, remove or destroy all or any trees, shrubs or other vegetation growing in or being upon the leased premises; with the sole, exclusive and unrestricted right to do all or any things necessary or useful to LESSEE in conduct or carrying on of the strip, open

pit, auger and/or high wall mechanical mining methods of operation or operations on the leased premises, or on any other premises adjoining the leased premises, and the sole, exclusive and unrestricted right to do all or any things necessary or useful to LESSEE in the removal, preparation, storage, transportation, and shipment of all coal thereby mined; with the sole, exclusive and unrestricted right to build and use roads in or upon the leased premises; with the sole, exclusive and unrestricted right to transport coal from the leased premises, or from any other premises adjoining the leased premises, over, across, upon, through and/or under the leased premises; and, with the sole, exclusive and unrestricted right of full and free ingress, egress and regress into over across, upon through, under and/or from the leased premises for all purposes necessary or useful to LESSEE in any or all of its mining operations on the leased premises, or on any other premises adjoining the leased premises, TOGETHER WITH the full, complete and total release of LESSEE by LESSOR for any and all damages and for any and all claims for damages, and for any and all damage or destruction that has or may be done, caused or occasioned to all or any portion of the leased premises by reason of, or as a result of the exercise of, any or all of the rights herein contained, or by reason of, or a result of, the conduct or carrying on of mining operations by LESSEE on the leased premises, or on any other premises adjoining the leased premises.

2. The initial term of the lease hereinabove granted shall be for a one (1) year period commencing on the date of execution of this INDENTURE OF LEASE by LESSEE. The extended term, if any, of the lease hereinabove

granted shall be for consecutive year to year periods, commencing automatically upon the termination of the initial term of the lease hereinabove granted.

LESSEE shall, at its option, provided that all royalties due to that time hereunder are paid in full, be permitted to terminate and cancel this INDENTURE OF LEASE at any time during the initial term or during the extended term, if any, of the lease hereinabove granted, without cause, by giving the LESSOR not less than thirty (30) days' notice in writing of terminating party's intention to do so and by recording a notice of such termination in the Recorder of Deeds Office in Blair County, Pennsylvania and Cambria County, Pennsylvania, respectively. Such termination and cancellation shall be without any liability or responsibility to anyone for any further royalties of any type or for any damages whatsoever caused or occasioned by such termination and cancellation, but shall not in any way affect any obligation of LESSEE that survives, or continues following the termination of, this INDENTURE OF LEASE.

3. Beginning with the extended term of the Lease hereinabove granted, LESSEE shall pay LESSOR a MINIMUM MONTHLY ROYALTY of \$250.00 per month until production of coal on the leased premises commences and a MINIMUM MONTHLY ROYALTY of \$500.00 per month after production of coal on the leased premises commences, regardless of what point in the initial month said production commences. All MINIMUM MONTHLY ROYALTIES shall be fully recoupable from TONNAGE ROYALTIES hereinafter provided for.

4. LESSEE shall pay LESSOR TONNAGE ROYALTIES for each ton of coal mined and removed from the leased premises, computed as follows:

- A. 8.% of the gross selling price per ton, of 2,000 pounds, for all coal mined and removed from the leased premises from all seams of coal other than the Lower Kittanning "B" seam, and
- B. 12 % of the gross selling price per ton, of 2,000 pounds, for all coal mined and removed from the leased premises from the Lower Kittanning "B" seam.

Selling price, for all purposes, shall be based on FOB shipping point. All MINIMUM MONTHLY ROYALTIES due hereunder shall be paid not later than the 25th day of the month following the month to which such MINIMUM MONTHLY ROYALTIES apply. All TONNAGE ROYALTIES due hereunder shall be calculated and paid not later than the 25th day of the month following the month to which such TONNAGE ROYALTIES apply. All payments of TONNAGE ROYALTIES shall be based upon the weights by which the coal is marketed on a FOB shipping point basis. Duplicate copies of all weigh bills and sales invoices shall be kept at LESSEE'S general office so that they may be reviewed at any reasonable time by LESSOR to verify the same for accuracy in determining the amount of TONNAGE ROYALTIES due LESSOR.

5. LESSEE shall pay all taxes and/or other governmental assessments on all buildings, other structures, machinery and equipment erected or placed upon the leased premises by LESSEE from and after the date of each erection or placement and through the initial term and through the extended term, if any, of the lease hereinabove granted. LESSOR shall pay other taxes and/or other governmental assessments upon or levied against the leased premises

during the initial and during the extended term, if any, of the lease hereinabove granted. Should LESSOR at any time fail to pay all or any part of said taxes and/or other governmental assessments, or should there currently be any overdue taxes and/or other governmental assessments, or any other type of lien or encumbrance whatsoever on the leased premises, then, and in that event, or in those events, LESSEE shall have the right to pay in full such taxes and/or other governmental assessments and/or lien and/or encumbrance, plus interest and penalties, either directly or indirectly, including by redemption at any tax sale, and thereafter set and deduct such payment, plus normal attorneys' fees, from any and all subsequent MINIMUM MONTHLY ROYALTIES or TONNAGE ROYALTIES due LESSOR hereunder.

6. LESSEE shall procure and maintain all of the following insurance coverages:

A. Workman's Compensation Insurance, "Blacklung" Compensation Insurance and all other insurances required under applicable federal and state mining and health safety statutes.

B. Employer's liability insurance for not less than One Million (\$1,000,000.00) Dollars per occurrence.

C. General comprehensive liability and property damage liability insurance, including blasting and explosion insurance and production complete liability insurance, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence.

LESSEE will add LESSOR as additional insured on all appropriate insurance policies and LESSEE will be responsible for providing, and will provide, LESSOR with current certificates of all appropriate insurance coverage. Additionally, LESSEE will promptly and adequately perform and comply with any and all requirements of any insurance carrier and LESSOR in adjusting any claim or defending any action arising in connection with the leased premises.

If during the initial term and during the extended term, if any, of the lease hereinabove granted, changed conditions or other pertinent factors should, in the joint judgment of LESSOR and LESSEE, render inadequate any of the insurance limits hereinabove provided, then, and in that event, LESSEE shall furnish such additional or different insurance coverages as is mutually agreed upon by LESSOR and LESSEE.

Except as is otherwise provided for in paragraph 7 hereafter, LESSEE shall defend, indemnify and save harmless LESSOR from all third party or governmental suits, actions or claims for damages caused by the mining operations of LESSEE on the leased premises. Nothing, however, in this INDENTURE OF LEASE shall relieve any third party from liability for intentional and/or negligent conduct which results in damage of any type to LESSEE.

7. Subject to applicable governmental regulations, LESSEE shall, during the initial term and during the extended term, if any, of the lease hereinabove granted, have the sole, exclusive and unrestricted right, in addition to all other rights, privileges and benefits granted in this INDENTURE OF LEASE:

A. To be the sole and final determiner as to when, if any at all, and where mining operations shall be commenced or resumed on the leased premises, and as to when, if at all, and where, mining operations shall be suspended or terminated on the leased premises. Any such suspension or termination shall be without any prejudice whatsoever to LESSEE'S right to commence or resume mining operations on the leased premises at any time in their sole discretion, and also shall be without any prejudice whatsoever to LESSEE'S right to transport any and all coal mined and removed from the leased premises, as well as any and all coal mined and removed from any other premises adjoining the leased premises, over, across, upon, through and/or under the leased premises.

B. To be the sole and final determiner as to when, if any at all, the strip, open pit, auger and/or high wall mechanical mining methods, or any combination thereof at any time, are employed on the leased premises.

C. To use all or any part of the leased premises for any purpose or purposes necessary or useful, in the sole opinion and discretion of LESSEE, to the conduct of the mining operations of LESSEE, whether such operations be on the leased premises or on any other premises adjoining the leased premises. Such use may be before, during or following the mining and removal of coal

from the leased premises and such use shall include, but shall not be limited to, pumping stations, the erection and maintenance of telephone and electric power lines and wires, the piling in or storing of overburden and other materials and debris from the leased premises or from any other premises adjoining the leased premises, the digging of ditches, collection basins and/or treatment facilities for drainage of water, the laying of pipe lines, the construction and erection of towers, triples, structures, building and improvements, the installation of machinery and tools, the storage of materials and supplies, the use and building of roadways, and in general, the doing of any and all things in any way incident to mining operations of the LESSEE, whether such operations be on or in any other premises adjoining the leased premises. None of the foregoing shall give the LESSEE any right to in any way violate the rules and regulations of the regulatory agencies which control such environmental considerations.

D. To be the sole and final determiner as to when LESSEE shall commence its exercise of any and all other rights for this

INDENTURE OF LEASE.

8. LESSOR warrants generally and guarantees that it has good and marketable title to the leased premises, free of all liens and encumbrances. Should the quality of title of LESSOR to all or any portion of the leased premises

now be, or hereafter become, defective or unclear in any way, then, and in that event, LESSOR shall, upon written notice to it, given by LESSEE, fully correct such defect or defects or unclear condition or conditions, at LESSOR'S sole and own charge or expense. Should LESSOR at any time fail to fully correct such defect or defects or unclear condition or conditions, then, and in that event, LESSEE may make all corrections at the sole charge or expense of LESSOR, with the full and free right to use the names of all or any LESSOR in any proceeding or proceedings or in any document or documents that may be necessary for the purpose, and also with the full and free right to set off, withhold and deduct all payments to third parties, all fees, including attorneys' fees, and all costs associated with all corrections, from any and all subsequent MINIMUM MONTHLY ROYALTIES or TONNAGE ROYALTIES due LESSOR hereunder.

9. The net truck weights of all coal mined and removed from the leased premises for which all TONNAGE ROYALTIES are due LESSOR hereunder during the initial term and during the extended term, if any, of the lease hereinabove granted, shall in all instances be conclusively based upon the certified weight slips of licensed public weightmasters.

10. LESSEE shall keep and maintain accurate books and records accounting for all coal mined and removed from the leased premises for which TONNAGE ROYALTIES are due LESSOR hereunder during the initial term and during the extended term, if any, of the lease hereinabove granted, which books are for inspection by LESSOR and/or its agents or representatives.

11. During the initial term and during the extended term, if any, of the lease hereinabove granted, LESSEE will annually provide LESSOR with an operation map of the leased premises.

12. LESSEE hereby binds itself to comply with all of the laws of the United States of America and/or the Commonwealth of Pennsylvania, and with the rules and regulations of any agency, department, bureau, board or other subdivision of either government, insofar as such laws, rules and regulations affect the coal mining operations of LESSEE. Such laws, rules and regulations include, but are not limited to, the Bituminous Coal Open Pit Mining Conservation Act, its supplements and amendments, and all of the rules and regulations promulgated by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

LESSEE shall:

- A. Have the full power and authority, at any and all times, and at any time in the name of LESSOR, to make an application, or applications, for a mining permit, or mining permits, for the leased premises.
- B. Have the full power and authority, at any and all times, and at any time in the name of LESSOR, to make an application, or applications, to the appropriate government agency or agencies for a permit, or permits, approving discharge of industrial wastes, mine drainage, and/or other wastes of mining.

operations of LESSEE, whether such operations be based on leased premises or on any other premises.

- C. Be liable and responsible for backfilling and planting only areas of the leased premises strip mine from and after the date of such strip mining commences.
- D. Have the option of planting the areas of the leased premises provided for in C. immediately above with grass and/or grasses and/or trees, if and when appropriate governmental consent and approval is obtained, and
- E. Have the fully power and authority, at any and all times, and at any time in the name of LESSOR, to make an application, or applications, to the appropriate governmental agency or agencies for seedlings, trees or other plants to be used for backfilling and/or planting the area of the leased premises provided for in C. above, and to fully bind LESSOR to any contract, or contracts, made in this regard.

LESSOR shall:

- A. At any and all times, upon request of LESSEE, execute any document, or any and all documents, that are necessary to mining operations of LESSEE, whether such operations be on the leased premises or any other premises adjoining the leased premises.

B. At any and all times, upon request of LESSEE, execute any document, or any and all documents, that are necessary to the backfilling and/or planting responsibilities on the leased premises or on any other adjoining premises.

13. Should the strip mining permit issued by the Commonwealth of Pennsylvania or any other permit or license necessary to the mining operations of LESSEE in, under and upon the leased premises be revoked or cancelled for any reason whatsoever, then, and in that event, LESSEE shall have the right to the immediate termination and cancellation of this INDENTURE OF LEASE by giving LESSOR notice in writing of LESSEE'S intention so to do. Such termination and cancellation shall be without any liability or responsibility to anyone for any damages caused or occasioned by such termination and cancellations. Nothing herein shall be construed to eliminate the obligation of LESSEE to pay LESSOR the MINIMUM MONTHLY ROYALTIES or the TONNAGE ROYALTIES provided for in paragraph 3 above to the point of such termination, but shall not in any way affect any obligation of LESSEE that survives, or continues following the termination of, this INDENTURE OF LEASE.

14. LESSEE shall have the unrestricted right, for a period of three hundred sixty-five (365) days after the termination of this INDENTURE OF LEASE for any reason, whether such termination occurs during the initial term or during the extended term, if any, of the leased hereinabove granted, to remove all machinery, equipment, tools, supplies, installations, towers, tipples buildings, structures, pipelines and all other improvements, whether real, personal and/or

mixed in character, of any and every kind installed, erected or placed by it or on its behalf in, under or upon the leased premises, provided that all royalties hereinabove provided have been paid in full prior to the removal of any such property. Additionally, LESSEE shall have the unrestricted right, for as much and as additional time is necessary, helpful or convenient, to comply with all of the laws of the United States of America and/or the Commonwealth of Pennsylvania, and with the rules and regulations of any agency, department, bureau, board or other subdivision of either government. Said compliance shall include, but shall not be limited to, backfilling, planting and/or seedling, and the correction of violations or alleged violations as to water drainage or pollution or otherwise. In conjunction with this unrestricted right to comply, LESSEE shall have the unrestricted right to keep and maintain on the leased premises, and/or to return to the leased premises after removal therefrom, all machinery, equipment, tools, supplies, structures, installations and improvements, necessary, helpful or convenient to effectuate such compliance. Additionally, LESSEE shall have the unrestricted right of full and free ingress, egress and regress into, over, across upon, through, under and/or from the leased premises for all purposes necessary, helpful and convenient to effectuate such compliance.

In addition to all of the above, LESSOR does irrevocably grant to LESSEE its heirs and assigns, and its agents and employees, and the Commonwealth of Pennsylvania or any other of its authorized agents, the right to enter upon the leased premises, within a period of five (5) years after LESSEE has vacated same, which entry or entries shall be for the purpose of backfilling, planting and

reclamation in accordance with the provisions of the Bituminous Coal Open Pit Mining Conservation Act No. 418, as amended, during which period of five (5) years, LESSEE, its heirs and assigns, shall not be required to make payment of any royalty, rental or any other type of compensation whatsoever.

15. LESSEE shall be excused from any and all performance under this INDENTURE OF LEASE and shall not be deemed in default under this INDENTURE OF LEASE for failure to perform or observe any of the obligations, terms, conditions, provisions, agreements or covenants provided for herein during any and all periods in which such performance or observation is prevented or substantially disabled for any cause or causes beyond the control of LESSEE. Such cause or causes shall include, but shall not be limited to, fire, cave-ins, floods, windstorms, other damage from the elements, other acts of God, strikes, riots, unavailability of transportation, litigation, actions of governmental authorities and actions of public enemies. Force majeure shall, however, not affect the obligation of LESSEE hereunder to pay the MINIMUM MONTHLY ROYALTIES or the TONNAGE ROYALTIES.

Additionally, LESSEE shall have a period of ninety (90) days to cure, rectify or resolve any delay or default in performance or observation not otherwise excused hereunder without any liability or responsibility to anyone for damages caused or occasioned by such delay or default.

16. This INDENTURE OF LEASE shall automatically terminate in the event of a partial or total taking of the leased premises included in the lease by

eminent domain, and LESSEE shall have no right to participate in any award of damages or proceeds resulting therefrom.

17. During the initial term and during the extended term, if any, of the lease hereinabove granted, LESSOR shall have the right to use, in common with LESSEE, the hauling road or roads situate on the leased premises, provided, however, that LESSOR'S use of said hauling road or roads does not at any time or in any manner, either directly or indirectly, impede, interfere with, or otherwise disturb LESSEE'S use of said hauling road or roads.

18. During the initial term and during the extended term, if any, of the lease hereinabove granted, LESSOR shall have the right to use all or any portion of the leased premises for any purposes whatsoever, including, but not limited to, timbering and erection and operation of windmills, provided that, and for so long as, such use does not at any time or in any manner, either directly or indirectly, impede, interfere with, or otherwise disturb LESSEE'S mining or mining related activities in, under or upon the leased premises.

19. Except as otherwise specifically provided in this INDENTURE OF LEASE, failure at any time of either LESSOR or LESSEE to exercise any of their respective rights under this INDENTURE OF LEASE shall at no time, and under no circumstances, constitute or be construed as a waiver of any such rights.

20. This INDENTURE OF LEASE shall not be assignable or delegable, in whole or in any part, by LESSEE without the expressed written consent of LESSOR in advance of any such assignment or delegation.

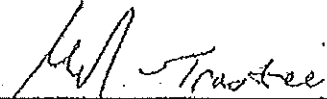
21. This INDENTURE OF LEASE shall inure to the benefit of, and shall be binding upon, LESSOR, its successors and assigns, if any, and also upon LESSEE, its successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month, and year first above written.

LESSOR:

ANGELS' COAL TRUST

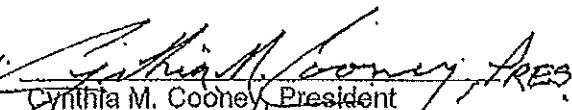
BY:


Gerald P. Neugebauer, Jr., Trustee

LESSEE:

HERITAGE MINING COMPANY .

BY:


Cynthia M. Cooney, President

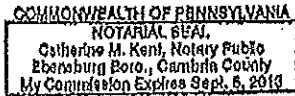
State of Pennsylvania

SS

County of Cambria

ON THIS, the 2nd day of December, 2009, before me, the undersigned officer, personally appeared Gerald P. Neugebauer, Jr., Esquire, Trustee of Angels' Coal Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed same for the purposes therein contained.

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



A handwritten signature in cursive script, appearing to read "Catherine M. Kent", written over a horizontal line.

MY COMMISSION EXPIRES:

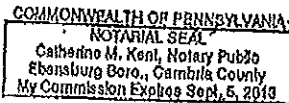
State of Pennsylvania

SS

County of Cambria

ON THIS, the 2nd day of December, 2009, before me, the undersigned officer, personally appeared Cynthia M. Cooney, President of Heritage Mining Company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that she executed same for the purposes therein contained.

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



A handwritten signature in cursive script, appearing to read "Catherine M. Kent", written over a horizontal line.

MY COMMISSION EXPIRES:

Exhibit 2

COPY

COAL SALES AGREEMENT

THIS COAL SALES AGREEMENT is made and entered into this 23rd day of June, 2009, by and between HERITAGE MINING COMPANY, a corporation, party of the first part, hereinafter referred to as SELLER,

AND

TARGE ENERGY COAL, LLC, a limited liability company, party of the second part, hereinafter referred to as PURCHASER.

NOW, THEREFORE, in consideration of the within undertakings, and intending to be legally bound, the parties hereto mutually agree as follows:

1. SELLER agrees to sell to PURCHASER, and PURCHASER agrees to buy from SELLER, during the term of this Agreement, all of the B coal and all of the C Prime coal mined and crushed at SELLER'S leased facility located partly in Logan Township, Blair County, Pennsylvania, and partly in Gallitzin Township, Cambria County, Pennsylvania, and known as the Coupon II Mine, up to a maximum of 8,000 tons per month, that meets the following as received specifications:

| | |
|----------------|---------------|
| <u>B coal:</u> | |
| Moisture: | 6.00% (Max.) |
| Ash: | 10% (Max.) |
| Volatile: | 24.00% (Min.) |
| Sulfur: | 1.00% (Max.) |
| BTU: | 12,800 |

| | |
|----------------------|---------------|
| <u>C Prime coal:</u> | |
| Moisture: | 8.00% (Max.) |
| Ash: | 16% (Max.) |
| Volatile: | 24.00% (Min.) |
| Sulfur: | 2.25% (Max.) |
| BTU: | 11,500 |

All coal sold hereunder must be of a maximum size of 2" by 0".

DATE: 6/23/09 3:10:15 PM

2. PURCHASER shall pay SELLER for such coal the following prices per ton, consisting of 2,000 pounds, under the terms of FOB the pit:

B coal: \$55.00/ton

C Prime coal: \$40.00/ton

The price per ton shall be adjusted either upward, as a premium, or downward, as a penalty, at the rate of FIFTY CENTS (\$.50) per ton for each 100 BTUs, or percentage thereof, over or under the above specification for BTU. Key-Con Fuels or Cardan Labs sample governs all premiums/penalties for payment. Premium/penalty will be based on previous month's Cantor Fitzgerald SO2 EA Value. Premium/penalty will be 100% of SO2 EA Value.

3. The term of this Agreement shall be for a three-year period, commencing on June 1, 2009, or for the productive life of the Coupon II Mine, whichever is less. The parties each hereby recognizes and acknowledges, however, that SELLER will not be capable of mining any coal at the Coupon II Mine until issuance of the Mine Drainage Permit by the Pennsylvania Department of Environmental Protection, the date for which issuance is uncertain and undeterminable.

4. All weights hereunder shall be conclusively established, and evidenced, by weigh slips prepared or produced by certified weigh masters. All payments due hereunder shall be made on a monthly basis and shall be made by not later than the 25th day of the month following the month in which the coal is mined.

5. This Agreement should be binding upon the parties hereto as well as their successors and assigns, respectively.

2009-09-10 10:15

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day, month and year first above written.

WITNESS:

[Signature]

HERITAGE MINING COMPANY

By: *[Signature]* (SEAL)

TARGE ENERGY COAL, LLC

Teresa Cook

By: *[Signature]* (SEAL)

Order & Office SEP 29 10:15

Exhibit 7 A

2.

#2 Area "Feller No. 2"
SMP 11813039

4.

#4 Area "Pot Ridge No. 2"
SMP 11803038

#1 Area "Lasky"
SMP 56743138

GALLITZIN STATE FOREST

OGLETOWN, PA.

N4007.5—W7837.5/7.5

1971
PHOTOREVISED 1981
DMA 5264 II NW-SERIES V831

M 2439

BM
2491

Pine Lake

BEAVERDALE, PA.

N4015—W7837.5/7.5

1963
PHOTOREVISED 1981
DMA 5264 I SW-SERIES V831

Exhibit 7 B

#3 Area "Dunlop No. 1"
SMP 118/3040

#2 Area "Feller No. 2"
SMP 118/3039

Exhibit 7 C

#6 Area "Caroff"
SMP 11773037

#5 Area "Bethlehem"
SMP 11860104

GEISTOWN, PA.

N4015—W7845/7.5

1964
PHOTOREVISED 1981
DMA 5284 IV SR-SERIES V831

JOHNSTOWN-CAMBRIDGE COUNTY

Exhibit 7 D

#7 Area "Dean No. 3"
SMP 4270BSM 1

ALTOONA, PA.
SW/4 ALTOONA 15' QUADRANGLE
N4030—W7822.5/7.5

1963
PHOTOREVISED 1972
AMS 5365 III SW—SERIES V831

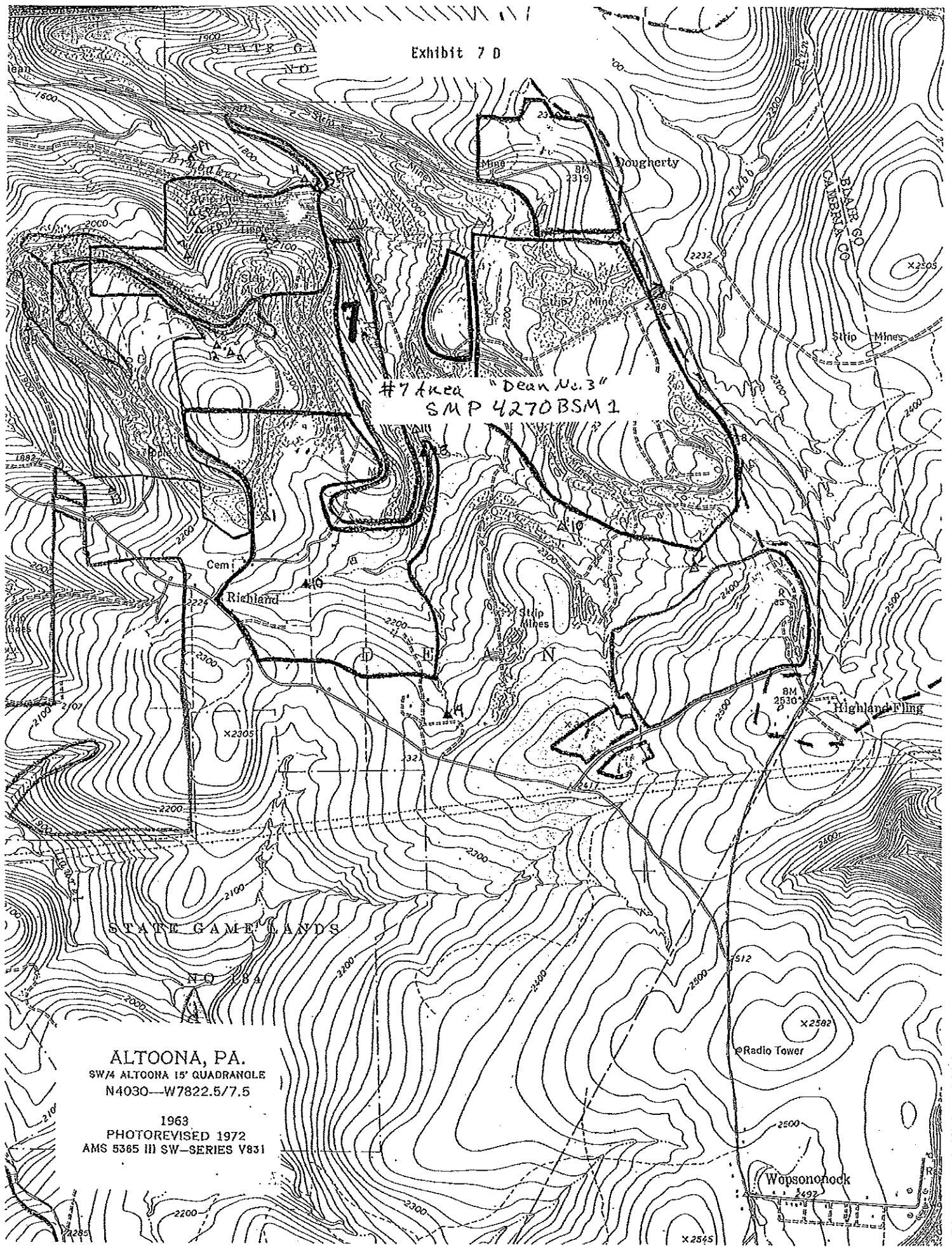


Exhibit 8: Cooney Bros. Coal Co. Raw Discharges Quantity and Quality

Cooney Bros. Coals Co. Pot Ridge Strip: 11803038

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|-----------------------|-----------|------------------------------|---------------------------|----------------------|----------------------|----------------------|----------------------------|-----------------------------------|-----------------------------------|
| MHILLR | 3.0 | 0.0 | 462.6 | 70.8 | 39.8 | 27.5 | 1,114.2 | 3,300.0 | 717.2 |
| CPNR | 3.3 | 0.0 | 550.0 | 112.9 | 26.2 | 27.3 | 1,021.0 | 250 | 81.7 |
| PLRAW | 3.4 | 0.0 | 584.5 | 23.7 | 44.0 | 72.4 | 1,284.1 | 205.4 | 74.5 |
| LASKYR | 3.4 | 0.1 | 650.4 | 94.6 | 68.9 | 60.9 | 1,989.3 | 381.5 | 158.5 |
| 19R DITCH | 3.5 | 1.2 | 396.2 | 57.9 | 15.7 | 34.7 | 617.3 | 30 | 9.8 |
| 19R- BANK1 | 3.6 | 0.0 | 574.9 | 140.0 | 32.6 | 44.7 | 1,103.2 | 5 | 1.6 |

Cooney Bros. Coals Co. Pot Ridge Lasky Strip: 56743138

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| SP23 | 3.1 | 0.0 | 527.5 | 13.0 | 32.3 | 61.7 | 1,248.9 | 5 | 1.8 |

Cooney Bros. Coals Co. Bethlehem Strip: 11860104

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| MD1 | 3.3 | 0.0 | 557.0 | 18.1 | 17.3 | 74.9 | 932.9 | 128 | 17.5 |
| MD2 | 4.0 | 3.4 | 139.7 | 4.9 | 28.7 | 13.6 | 1,116.8 | 50.8 | 14.0 |
| MD3 | 4.1 | 7.2 | 159.9 | 3.1 | 29.7 | 19.6 | 1,167.8 | 99.9 | 29.9 |

Cooney Bros. Coals Co. Dean No. 3: 4270BSM1

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| 305 | 3.4 | 0.0 | 382.1 | 5.6 | 47.1 | 44.7 | 1,107.6 | 200.0 | 99.6 |

Cooney Bros. Coals Co. Feller No. 2 Strip: 11813039

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| DUN1 | 3.3 | 0.0 | 1,514.4 | 26.0 | 66.8 | 203.3 | 2,409.3 | 149.0 | 85.5 |
| DUN2 | 3.6 | 1.2 | 418.6 | 40.1 | 25.0 | 44.4 | 878.9 | 299.0 | 65.5 |
| DUN3 | 3.8 | 1.9 | 385.1 | 38.8 | 32.9 | 40.7 | 976.9 | 300.0 | 25.3 |

Cooney Bros. Coals Co. Dunlo No. 1 Strip: 11813040

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| JON1 | 4.2 | 4.5 | 79.9 | 0.5 | 11.5 | 7.4 | 756.6 | 75.0 | 6.8 |

Cooney Bros. Coals Co. Caroff Strip: 11773037

Raw Discharges Quantity and Quality

| ID No. | pH | Alkalinity (mg/l) | Acidity (mg/l) | Fe (mg/l) | Mn (mg/l) | Al (mg/l) | Sulfates (mg/l) | Maximum Flow (gpm) | Average Flow (gpm) |
|--------|-----|----------------------|-------------------|--------------|--------------|--------------|--------------------|--------------------------|--------------------------|
| 288 | 5.1 | 11.3 | 33.9 | 0.0 | 5.4 | 3.6 | 477.8 | 25.0 | 6.8 |

Exhibit 9

Effluent Limits for the Pot Ridge Discharges (Murphy Hill, Capamarri, Powerline, Sed Pond 31, Pond 19) SMP 11803038 as of September 15, 2000. NOTE THIS WILL LIKELY CHANGE WITH THE NEXT NPDES RENEWAL DUE TO TMDL AND APPEAL

| 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) There in 2000? | 2.0 mg/l | 4.0 mg/l | 5.0 mg/l |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for Pot Ridge Lasky: SP23 Discharge SMP 56743138 as of September 15, 2000. NOTE THIS WILL LIKELY CHANGE WITH THE NEXT NPDES RENEWAL DUE TO TMDL AND APPEAL

| 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) There in 2000? | 2.0 mg/l | 4.0 mg/l | 5.0 mg/l |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for the Bethlehem Discharges (MD1, MD2, MD3) SMP 11860104 as of December 2, 2009 NOTE THIS WILL LIKELY CHANGE WITH THE NEXT NPDES RENEWAL DUE TO TMDL- DUE IN 2013

| 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 |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for the Dean 1 Discharge MDP 4070BSM1 DOES NOT CURRENTLY HAVE A NPDES PERMIT COONEY MUST APPLY FOR ONE, BRUBRAKER RUN TMDL HAS 3, 2, 2

| Parameter | 30-Day Average | Daily Maximum | Instantaneous Maximum |
|--|--------------------|---------------------------------|--------------------------|
| Iron (total) | [1.5 to 3.0] mg/l | [3.0 to 6.0] mg/l | [3.5 to 7.0] mg/l |
| Manganese (total) | [1.0 to 2.0] mg/l | [2.0 to 4.0] mg/l | [2.5 to 5.0] mg/l |
| Suspended solids | [10 to 35] mg/l | [20 to 70] mg/l | [25 to 90] mg/l |
| Aluminum (Total) | [0.75 to 2.0] mg/l | [1.5 to 4.0] mg/l | [2.0 to 5.0] mg/l |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for DUN1, DUN2, and DUN3 Discharges SMP 11813039 as of July 13, 2005. NOTE THIS WILL LIKELY CHANGE WITH THE NEXT NPDES RENEWAL DUE TO TMDL AND APPEAL

| Parameter | 30-Day Average | Daily Maximum | Instantaneous Maximum |
|--|--------------------|---------------------------------|--------------------------|
| Iron (total) | [1.5 to 3.0] mg/l | [3.0 to 6.0] mg/l | [3.5 to 7.0] mg/l |
| Manganese (total) | [1.0 to 2.0] mg/l | [2.0 to 4.0] mg/l | [2.5 to 5.0] mg/l |
| Suspended solids | [10 to 35] mg/l | [20 to 70] mg/l | [25 to 90] mg/l |
| Aluminum (Total) | [0.75 to 2.0] mg/l | [1.5 to 4.0] mg/l | [2.0 to 5.0] mg/l |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for the JON1 Discharge SMP 11813040 as of October 4, 2010, RENEWAL DUE IN 2015

| 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 ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.

Effluent Limits for the 288 Discharge SMP 11773037 as of March 23, 2010 NOTE THIS WILL
 LIKELY CHANGE WITH THE NEXT NPDES RENEWAL DUE TO TMDL- DUE IN 2010
 NEED COONEY TO RESUBMIT WE SENT BACK BY MISTAKE

| 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) NOT in 2005 | 2.0 mg/l | 4.0 mg/l | 5.0 mg/l |
| pH ¹ | | greater than 6.0; less than 9.0 | |
| Alkalinity greater than acidity ¹ | | | |

¹The parameter is applicable at all times.



Permit No. _____

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

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

Name: _____

Name: _____

Address: _____

Address: _____

WHEREAS, the Property Owner(s) own surface property containing _____ acres located in _____ Township, _____ County, Pennsylvania, and described in Deed Book Volume _____, Page _____, in the _____ County Recorder's Office (the Property);

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection (DEP) is authorized to administer and enforce the Surface Mining Conservation and Reclamation Act, 52 P.S. §§ 1396.1-1396.19a, the Clean Streams Law, 35 P.S. §§ 691.1-691.1001, and their implementing regulations, including requiring the construction, operation and maintenance of facilities designed to remediate the effects of mine drainage;

WHEREAS, _____ ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. _____;

WHEREAS, DEP has determined that mine drainage caused by *Operator's* mining activities is discharging from or passing through the Property, and the mine drainage on the Property is causing pollution, or a danger of pollution, to waters of the Commonwealth;

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

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

WHEREAS, *Operator* has posted a bond with the Department, or has established a trust with a financial institution as an alternative financial assurance mechanism, in order to provide sufficient funds to guarantee *Operator's* legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the *Operator's* obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

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

WHEREAS, *Operator* and DEP have requested and the Property Owner(s) is willing to grant *Operator* and DEP [*and Trustee*] a right of entry into, under, over and upon the Treatment Facility Property to construct, operate and maintain mine drainage treatment facilities;

WHEREAS, the Property Owner(s) acknowledge that treatment of the mine drainage on the Property will provide benefits to the Property Owner and to the Commonwealth through abatement of a nuisance, restoration of land affected by mining operations, and prevention of pollution to waters of the Commonwealth;

NOW THEREFORE, in consideration of the benefits which the Property Owner(s) and the general public will receive, and with the intention of being legally bound, it is agreed as follows:

1. Right of Entry. The Property Owner(s) hereby grants and conveys to *Operator* and DEP [and *Trustee*], its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Treatment Facility Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the discharge treatment activities.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the discharge treatment activities in accordance with applicable law. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Treatment Facility Property, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require *Operator* to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility Property.

5. Notification. This Consent to Right of Entry shall be recorded by *Operator* in the _____ County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP, by notifying the Department representative whose signature appears below or his successor, of the intent to sell the Property prior to any sale.

6. Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.

7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

For [Operator]

Name:
Title:

Witness

For the Department of Environmental Protection:

Name:
Title:

Witness

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this _____ day of _____, 20__.

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

Name:

ACKNOWLEDGEMENT

STATE OF

:
:
:

ss

COUNTY OF

On this, the ____ day of _____, 20_____, before me, the undersigned Notary, personally appeared

(Name (s))

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

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

(SEAL) _____
Notary Public

My Commission Expires: _____

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this _____ day of _____, _____ by and between **COONEY BROTHERS COAL COMPANY**, a partnership, with its principal place of business at PO Box 246, Cresson, Pennsylvania ("Transferor") and **THE CLEAN STREAMS FOUNDATION, INC.**, as Trustee of the Cooney Brothers Coal Company Water Treatment Trust (hereinafter the "Cooney Brothers Trust;" a/k/a the Sub-Account for Cooney Brothers Coal Company under the Clean Streams Foundation, Inc. Declaration of Trust dated April 7, 2001) ("Trustee").

Whereas, the Cooney Brothers Coal Company has entered into a Consent Order and Agreement ("CO&A") dated _____ with the Pennsylvania Department of Environmental Protection (the "Department"), and

Whereas, the Cooney Brothers Coal Company has entered into a Participation Agreement dated July 19, 2010 with the Clean Streams Foundation, Inc. which established the Cooney Brothers Trust under the Clean Streams Foundation, Inc. Declaration of Trust dated April 7, 2001, and

Whereas, the Department requires Seller to continue to treat the post-mining discharges covered by the CO&A, but also to immediately transfer the water treatment equipment and facilities to the Trustee to facilitate continued treatment of water and protection of the environment in the event Cooney Brothers Coal Company or its successors should cease treating the post-mining discharges.

KNOW ALL MEN BY THESE PRESENTS that Transferor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, does hereby bargain, sell, transfer and convey to The Clean Streams Foundation, Inc., as Trustee of the Cooney Brothers Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the _____ Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit I, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

Transferor represents and warrants that the Personal Property is transferred to Trustee hereby free and clear of all liens and encumbrances.

PROVIDED, HOWEVER, that Cooney Brothers Coal Company and its successors shall have a license to use, operate, maintain, construct or reconstruct the Personal Property to treat the post-mining discharges so long as Cooney Brothers Coal Company, or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, Cooney Brothers Coal Company shall at its sole cost and expense be responsible for maintaining and replacing/upgrading, as appropriate, the Personal Property.

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and the Department. As a condition of the License hereby granted, Cooney Brothers Coal Company agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the Clean Streams Foundation, Inc. as Trustee of the Cooney Brothers Trust. As long as this license is in effect and not terminated or revoked, Cooney Brothers Coal Company, or its successor, shall bear all risk of loss of the Personal Property.

This Bill of Sale and License shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the day and year first above written.

TRANSFEROR:

COONEY BROTHERS COAL COMPANY

(signature)

Witness:

By: _____

Its: _____

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

(signature)

Witness:

By: _____

Its: _____

EXHIBIT I

Transferred Personal Property

Exhibit 11

Cooney Brothers Coal Co.
2011 - 2012 Annual Treatment Costs
 using the costs reported by Cooney plus a \$35./hour labor rate

| Permit | Site | 2011 | 2012 |
|--------------------|----------------------------------|----------------------------|-----------|
| 11803038 | Pot Ridge No.2 <i>Mine 42</i> | 274,776 | 254,896 |
| 11813039 | Feller No.2 <i>Krayn</i> | 144,777 | 170,838 |
| 56743138 | Pot Ridge <i>Lasky</i> | 117,354 | 104,401 |
| 11860104 | Bethlehem | 56,344 | 58,641 |
| 4270BSM1A | Dean No.3 <i>Brubaker</i> | 64,069 (AMD Treat est.) | 64,069 |
| 11813040 | Dunlo No.1 <i>Janosky</i> | 1440 | 1,440 |
| 11773037 | Caroff | 1440 | 1,440 |
| Electric Utilities | all sites | 6,815 | 6,513 |
| Supplies | all sites | 37,459 | 39,500 |
| Water Samples | all sites | 23,294 | 36,547 |
| Fuel | all sites | 41,183 | 51,978 |
| Annual | | \$768,951 | 790,263 |
| 2 year Average | | | \$779,607 |

Company Name Cooney

Exhibit 12

Printed on 05/08/2013

Project Cooney GlobalSite Name Cooney Global

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

AMD TREAT RECAPITALIZATION 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 |
|------|--|---|---------------------|------|--|---|--------------------|
| | 560,532 | 560,532 | Initial Fund Amount | | | | |
| 1 | 607,785 | 607,785 | 0 | 51 | 2,369,468 | 2,369,468 | 0 |
| 2 | 659,021 | 659,021 | 0 | 52 | 2,569,215 | 2,569,215 | 0 |
| 3 | 714,576 | 714,576 | 0 | 53 | 2,785,799 | 2,785,799 | 0 |
| 4 | 774,815 | 774,815 | 0 | 54 | 3,020,642 | 3,020,642 | 0 |
| 5 | 840,132 | 763,404 | 76,728 | 55 | 3,275,283 | 2,922,191 | 353,092 |
| 6 | 827,759 | 827,759 | 0 | 56 | 3,168,531 | 3,168,531 | 0 |
| 7 | 897,539 | 897,539 | 0 | 57 | 3,435,639 | 3,435,639 | 0 |
| 8 | 973,202 | 973,202 | 0 | 58 | 3,725,263 | 3,725,263 | 0 |
| 9 | 1,055,243 | 1,055,243 | 0 | 59 | 4,039,303 | 4,039,303 | 0 |
| 10 | 1,144,200 | 1,004,608 | 139,591 | 60 | 4,379,816 | 2,057,292 | 2,322,523 |
| 11 | 1,089,297 | 1,089,297 | 0 | 61 | 2,230,722 | 2,230,722 | 0 |
| 12 | 1,181,125 | 1,181,125 | 0 | 62 | 2,418,772 | 2,418,772 | 0 |
| 13 | 1,280,693 | 1,280,693 | 0 | 63 | 2,622,675 | 2,622,675 | 0 |
| 14 | 1,388,656 | 1,388,656 | 0 | 64 | 2,843,766 | 2,843,766 | 0 |
| 15 | 1,505,720 | 976,267 | 529,452 | 65 | 3,083,496 | 2,604,342 | 479,153 |
| 16 | 1,058,588 | 1,058,588 | 0 | 66 | 2,823,888 | 2,823,888 | 0 |
| 17 | 1,147,827 | 1,147,827 | 0 | 67 | 3,061,942 | 3,061,942 | 0 |
| 18 | 1,244,589 | 1,244,589 | 0 | 68 | 3,320,064 | 3,320,064 | 0 |
| 19 | 1,349,508 | 1,349,508 | 0 | 69 | 3,599,946 | 3,599,946 | 0 |
| 20 | 1,463,271 | 1,273,843 | 189,428 | 70 | 3,903,421 | 3,031,698 | 871,722 |
| 21 | 1,381,228 | 1,381,228 | 0 | 71 | 3,287,270 | 3,287,270 | 0 |
| 22 | 1,497,666 | 1,497,666 | 0 | 72 | 3,564,387 | 3,564,387 | 0 |
| 23 | 1,623,919 | 1,623,919 | 0 | 73 | 3,864,865 | 3,864,865 | 0 |
| 24 | 1,760,815 | 1,760,815 | 0 | 74 | 4,190,673 | 4,190,673 | 0 |
| 25 | 1,909,252 | 1,498,992 | 410,259 | 75 | 4,543,947 | 0 | 4,543,947 |
| 26 | 1,625,357 | 1,625,357 | 0 | 76 | 0 | 0 | 0 |
| 27 | 1,762,375 | 1,762,375 | 0 | 77 | 0 | 0 | 0 |
| 28 | 1,910,943 | 1,910,943 | 0 | 78 | 0 | 0 | 0 |
| 29 | 2,072,036 | 2,072,036 | 0 | 79 | 0 | 0 | 0 |
| 30 | 2,246,708 | 1,317,314 | 929,394 | 80 | 0 | 0 | 0 |
| 31 | 1,428,363 | 1,428,363 | 0 | 81 | 0 | 0 | 0 |
| 32 | 1,548,774 | 1,548,774 | 0 | 82 | 0 | 0 | 0 |
| 33 | 1,679,336 | 1,679,336 | 0 | 83 | 0 | 0 | 0 |
| 34 | 1,820,904 | 1,820,904 | 0 | 84 | 0 | 0 | 0 |
| 35 | 1,974,406 | 1,782,666 | 191,740 | 85 | 0 | 0 | 0 |
| 36 | 1,932,944 | 1,932,944 | 0 | 86 | 0 | 0 | 0 |
| 37 | 2,095,892 | 2,095,892 | 0 | 87 | 0 | 0 | 0 |
| 38 | 2,272,575 | 2,272,575 | 0 | 88 | 0 | 0 | 0 |
| 39 | 2,464,154 | 2,464,154 | 0 | 89 | 0 | 0 | 0 |
| 40 | 2,671,882 | 2,323,048 | 348,833 | 90 | 0 | 0 | 0 |
| 41 | 2,518,881 | 2,518,881 | 0 | 91 | 0 | 0 | 0 |
| 42 | 2,731,223 | 2,731,223 | 0 | 92 | 0 | 0 | 0 |
| 43 | 2,961,465 | 2,961,465 | 0 | 93 | 0 | 0 | 0 |
| 44 | 3,211,116 | 3,211,116 | 0 | 94 | 0 | 0 | 0 |
| 45 | 3,481,814 | 2,158,781 | 1,323,032 | 95 | 0 | 0 | 0 |
| 46 | 2,340,766 | 2,340,766 | 0 | 96 | 0 | 0 | 0 |
| 47 | 2,538,092 | 2,538,092 | 0 | 97 | 0 | 0 | 0 |
| 48 | 2,752,054 | 2,752,054 | 0 | 98 | 0 | 0 | 0 |
| 49 | 2,984,052 | 2,984,052 | 0 | 99 | 0 | 0 | 0 |
| 50 | 3,235,607 | 2,185,262 | 1,050,365 | 100 | 0 | 0 | 0 |

Printed on 04/24/2013

Company Name Cooney Bros Coal CoProject Cooney global recapSite Name Global

AMD TREAT RECAPITIALIZATION COST



AMD TREAT

Calculation Period 75 yrsInflation Rate 3.10 %Net Return Rate 8.43 %Recapitalization Name Cooney Global

| 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. complete building rebuilds all sites | 4,000 | 9 | 36,000 | 25 | 3 | 13,927 |
| 2. belckers | 40,713 | 2 | 81,426 | 15 | 5 | 70,420 |
| 3. 55 gallon flush tanks | 925 | 2 | 1,850 | 25 | 3 | 716 |
| 4. 150 gallon flush tanks | 1,380 | 2 | 2,760 | 25 | 3 | 1,060 |
| 5. 200 gallon flush tanks | 1,590 | 3 | 4,770 | 25 | 3 | 1,846 |
| 6. sludge boreholes (8 holes/yr @ 1000/mole) | 5,000 | 8 | 40,000 | 5 | 15 | 130,369 |
| 7. replace hyd lime pit with sicker | 40,713 | 2 | 81,426 | 15 | 5 | 70,420 |
| 8. 2 sludge pipelines (2500' 6" pipe @ \$14/') | 35,000 | 1 | 35,000 | 15 | 5 | 30,269 |
| 9. replace pond liners | 9,250 | 4 | 37,000 | 10 | 7 | 54,795 |
| 10. replace caustic tanks with plastic | 5,000 | 8 | 40,000 | 25 | 3 | 15,475 |
| 11. electric sludge pumps | 12,933 | 2 | 25,866 | 5 | 15 | 88,183 |
| 12. portable 6" sludge pump | 23,892 | 2 | 47,784 | 15 | 5 | 41,325 |
| 13. portable 8" sludge pump | 23,410 | 1 | 23,410 | 15 | 5 | 20,240 |
| 14. sludge truck | 40,000 | 1 | 40,000 | 25 | 3 | 15,475 |
| 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 497,292 \$

PV Grand Total

560,532 \$

TREATMENT BOND/TRUST CALCULATOR

(c) 2003, 2005, 2006, 2007 by SCMF

Prepared For: Cooney Global Trust
Treatment System(s) ID:

EXHIBIT 13

Date (mm/dd/yy):

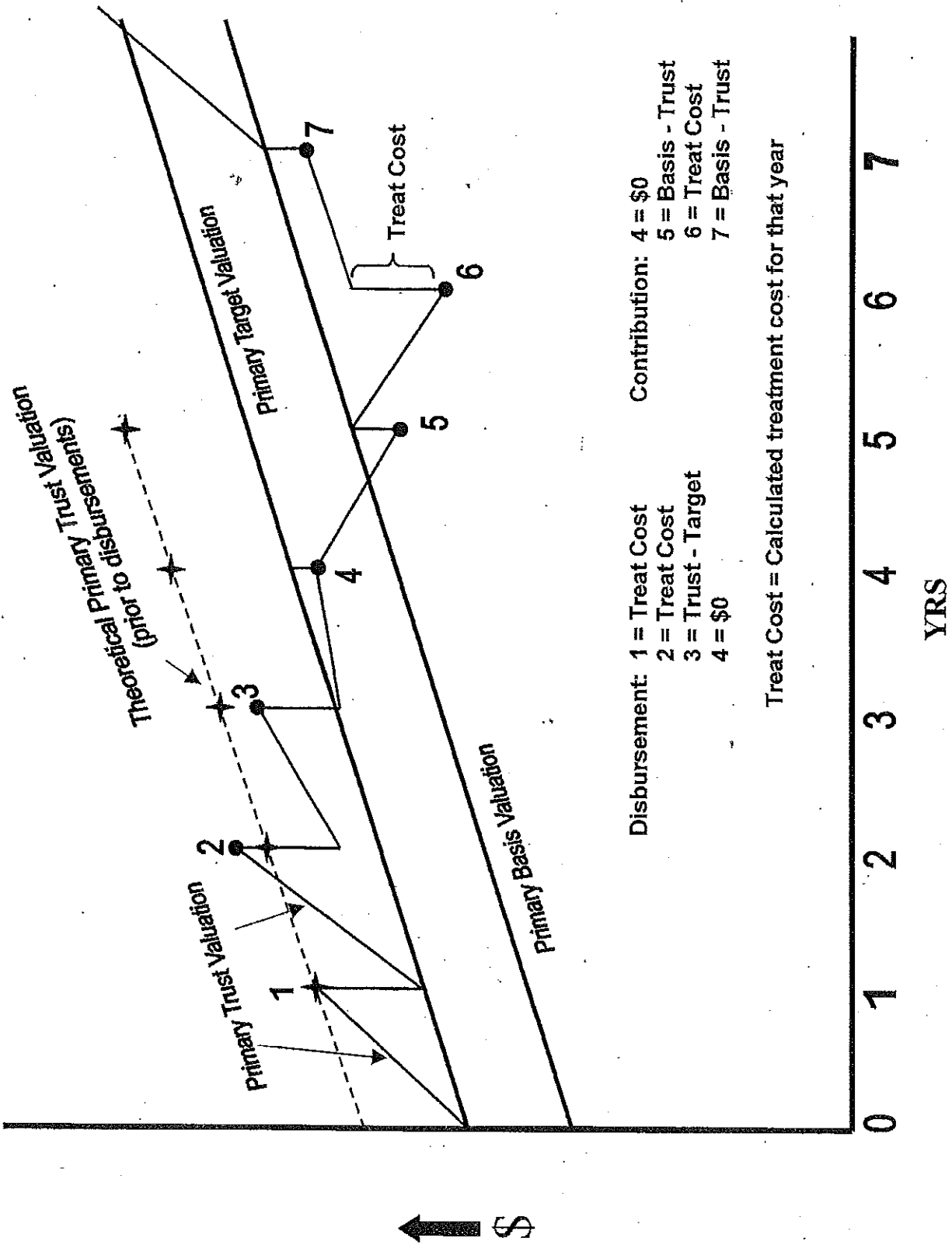
| | |
|----------------------------|--------------|
| Inflation Rate: | 3.1% |
| Yrs to Treat start: | 0 |
| Annual Treatment Cost: | \$779,607.00 |
| Trust Fees: | 0.48% |
| Bond (not needed for rec): | \$0.00 |
| Investment Ratios: | |
| stock: | 63% |
| bond: | 38% |
| Effective Rate of Return: | 8.43% |
| Volatility Index: | 1.125 |
| Rec Bond Rate of Return: | 6.09% |
| Remaining Time on Permit: | 5 years |

| Options | O&M only | Total with Recap | Total with Recap & Insurance |
|---------------------|-----------------|---------------------|------------------------------------|
| option #1 | | | |
| conventional bond: | \$32,224,518.23 | \$32,224,518.23 | \$33,776,156.43 |
| bond adjustment: | \$32,224,518.23 | \$32,224,518.23 | \$33,776,156.43 |
| option #2 | | | |
| fully funded trust: | \$17,343,762.87 | \$17,904,294.87 | \$18,302,608.18 |
| | | | trust in year 1 |

| | | | | |
|----------------------------|-------|-----------|-----------|----------------------------------|
| PV of Recap (today's \$) @ | 8.43% | Eff RoR & | 3.1% Inf: | \$560,532.00 for trust in year 1 |
| PV of Recap (today's \$) @ | 6.00% | Eff RoR & | 3.1% Inf: | for bond in year 1 |
| | | | | \$0.00 for bond in year 6 |

| | | | | |
|------------------------------|---|----------------------|---------------|----------------|
| Liability Insurance Factor @ | \$1.00 per year, per \$1000 in the total PV of the Trust: | \$17,904.29 per year | PV Insurance: | \$398,313.31 |
| Liability Insurance Factor @ | \$1.00 per year, per \$1000 in total Bond: | \$32,224.52 per year | PV Insurance: | \$1,331,978.26 |

Fields in RED can be updated
Fields in BLUE are fixed or calculated
Fields in GREEN are partial amounts
Highlighted Fields in GREEN are final amounts



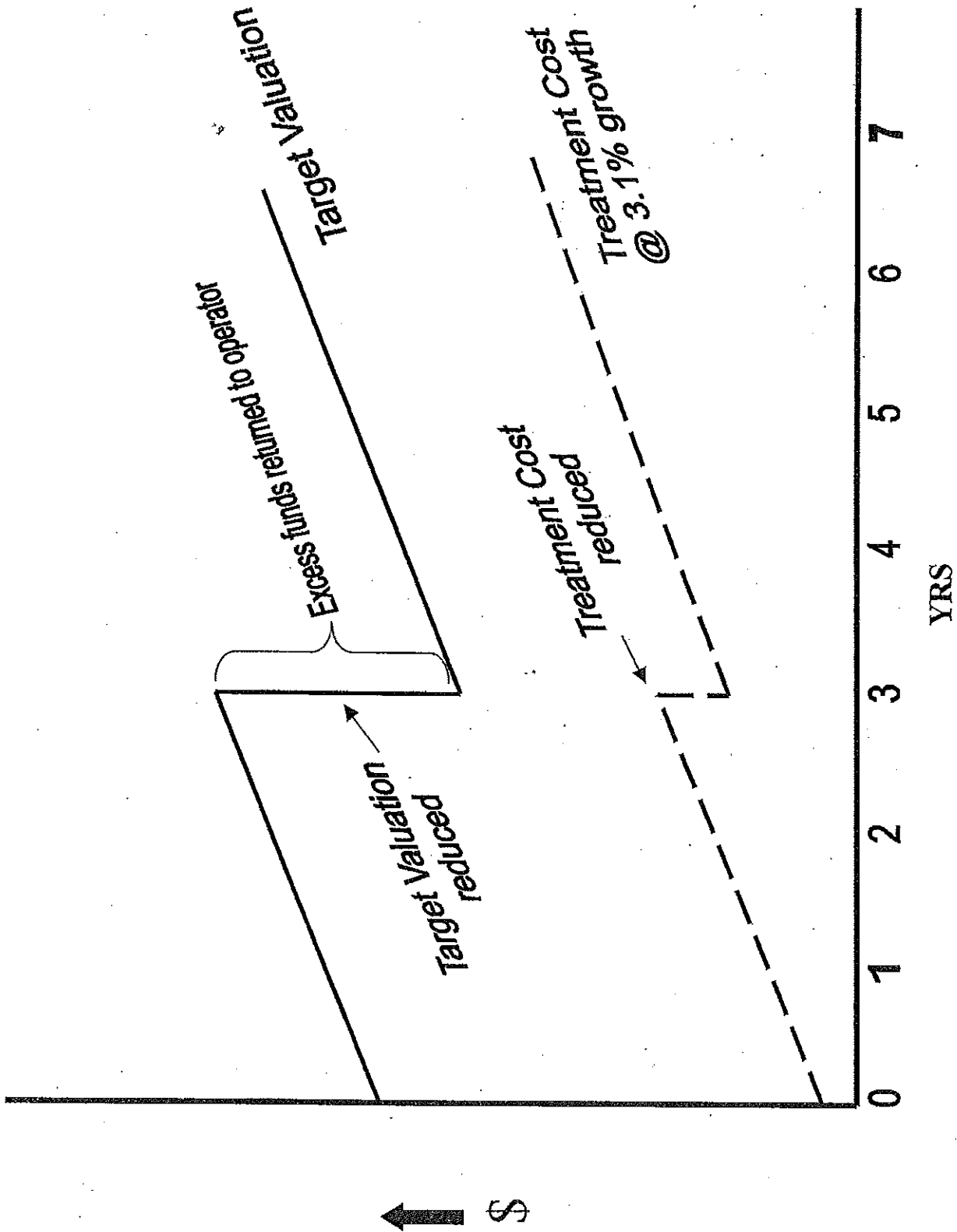


Exhibit 16

Annual Payment Schedule

(This conceptual payment schedule is based on the initial annual treatment cost of \$779,607.00. The projected amount of the required trust is subject to change as per paragraph 8 of this agreement)

| Year | Annual Contribution | -Calculated- -Trust Growth- | Projection of Trust Required | |
|------|-----------------------------|--------------------------------|---------------------------------|---------|
| 2013 | <i>Initial Trust Amount</i> | <i>\$8,092,074.00</i> | | |
| 2013 | \$200,000.00 | \$8,292,074.00 | \$18,302,608.18 | |
| 2014 | \$1,480,000.00* | \$10,471,095.84 | \$18,869,989.03 | |
| 2015 | \$200,000.00 | \$11,553,809.22 | \$19,454,958.69 | |
| 2016 | \$200,000.00 | \$12,727,795.33 | \$20,058,062.41 | |
| 2017 | \$200,000.00 | \$14,000,748.48 | \$20,679,862.35 | |
| 2018 | \$200,000.00 | \$15,381,011.58 | \$21,320,938.08 | |
| 2019 | \$200,000.00 | \$16,877,630.85 | \$21,981,887.16 | |
| 2020 | \$200,000.00 | \$18,500,415.14 | \$22,663,325.66 | |
| 2021 | \$200,000.00 | \$20,260,000.13 | \$23,365,888.76 | |
| 2022 | \$200,000.00 | \$22,167,918.14 | \$24,090,231.31 | |
| 2023 | \$200,000.00 | \$24,236,673.64 | \$24,837,028.48 | |
| 2024 | \$200,001.00 | \$26,479,826.23 | \$25,606,976.36 | Year 12 |

* depositing additional proceeds from land sale in the second year if land sold for \$400/acre

(~ 3,200 acres x \$400/acre = \$1,280,00.00 + \$200,00.00 = \$1,480,000.00)

ASSIGNMENT OF LEASE AND EASEMENT AGREEMENT

Assignment Of Lease And Easement Agreement (the "Assignment") dated as of this 22 day of November, 2012, by and between Paul A. Cooney, a sole proprietor d/b/a Cooney Brothers Coal Company, as successor in interest to and sole surviving partner of Cooney Brothers Coal Company, a partnership (the "Assignor") and the Clean Streams Foundation, Inc., as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee").

Whereas, the Assignee through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth; and

Whereas, the Cooney Brothers Coal Company entered into a Participation Agreement with the Assignee to establish the Sub-Account For Cooney Brothers Coal Company under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Sub-Account"); and

WHEREAS Cooney is the owner of certain lands and interests therein situate in Adams Township and Summerhill Township Cambria County, PA,;

WHEREAS, by Lease and Easement Agreement dated with an effective date of June 24, 2008, Cooney, as the owner of certain real property situate in Adams Township and Summerhill Township in Cambria County in the Commonwealth of Pennsylvania leased certain lands and granted certain easements over lands described in to Krayn Wind, LLC, a limited liability company, as lessee, ("Krayn"), the provisions

of said Lease being incorporated herein by reference as fully as if set forth; and

WHEREAS, Assignor desires to assign, for the purposes and to the extent herein provided in the Participation Agreement, all of its rights, title and interest under the Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease to Assignee, as Trustee under the Participation Agreement to secure and contribute to the payment to the Sub-Account, for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, the Assignee desires to acquire, for the purposes and to the extent herein provided in the Participation Agreement, all of Assignor's rights, title and interest under Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease,

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, and WITH INTENT TO BE LEGALLY BOUND HEREBY, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to the Assignee, for the purposes and to the extent herein provided for in the Participation Agreement, as of the date hereof, all of the Assignor's right, title, interest, and privileges in and to the Lease, together with all extensions, renewals and guarantees of, and all amendments and supplements to, any such lease or agreement, including without limitation, the following:

(a) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to the Assignor under the Lease, for any reason whatsoever, including without limitation all rents, royalties, insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by Krayn, its successors or assigns, under the Lease (each individually the "Tenant"), cash or securities deposited by the Tenant to secure performance of its

obligations under the Lease, and all other extraordinary receipts, and other proceeds thereof, both cash and non-cash (all of the foregoing are hereinafter collectively referred to as the "Rents") and all rights to make claim for, collect, receive and receipt for the Rents;

(b) any sums to which Assignor may become entitled in any Court proceeding involving the bankruptcy, insolvency or reorganization of any Tenant;

(c) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(d) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Lease;

(e) any payments made by any Tenant in lieu of Rent, and;

(f) all other claims, rights, powers, privileges and remedies of the Assignor under or with respect to the Lease, including without limitation the right, power and privilege (but not the obligation), to do any and all acts, matters and other things that the Assignor is entitled to do thereunder or with respect thereto.

2. Payment of Rents and Maintenance of Rents. All future Rents under the Lease shall, to the limited extent provided for in Paragraph 3, be paid to the Assignee to be held in the Sub-Account. All payments made hereunder to the Assignee shall be delivered, in accordance with the terms of the Lease, to:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

or its successor.

3. Termination of Assignment. At such time as all Rents and other sums paid to the Assignee equal the accumulated sum to be agreed upon between Cooney and the

Department or if Cooney and the Department are unable to agree upon the amount to be deposited into said Sub-Account, such amount as may be determined by Final Order of an adjudicative body of competent jurisdiction, this Assignment and all rights of the Assignee acquired hereunder shall automatically terminate and all rights assigned hereunder shall automatically return to, revert in, and become the rights of the Assignor.

4. Warranties of Assignor. Assignor hereby represents and warrants to the Assignee, as a material inducement to the Assignee to accept this Assignment, that:

(a) Assignor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under Lease and the Rents due thereunder and no part of such right, title and interest is subject to any lien or other encumbrance; and,

(b) Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; and,

(c) no default exists by the Assignor or any Tenant under the Lease; and,

(d) no Rents have been received by Assignor more than thirty (30) days in advance of the time when the same became due under the term of the Lease.

5. Assignor's Affirmative Obligations. Assignor hereby covenants with the Assignee that Assignor shall (a) perform and observe all covenants and agreements to be performed and observed by the Assignor under the Lease; (b) enforce, short of termination of either Lease, the performance and observance of all covenants and agreements to be performed or observed by any Tenant under the Lease, (c) appear in and defend any action or proceeding arising out of in connection with any of the Lease; and (d) promptly give Assignee copies of any notices of default given or received by Assignor under the Lease.

6. Assignee Not Bound To Perform Under Leases. Notwithstanding any presumption or any provision contained herein or in either Lease to the contrary, (a) Assignor shall at all times remain solely liable under the Lease to perform all of the

obligations of Assignor thereunder to the same extent as if this Assignment has not been executed, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Lease or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Lease or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Lease, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease.

7. Indemnification. Assignor shall and does hereby agree to indemnify Assignee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Lease or this Assignment, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Lease or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Lease or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, and if not paid within five (5) days after demand, shall bear interest thereon at the rate of six (6%) percent.

8. Right Of Assignee To Cure Assignor Defaults. Assignee may, at its option, and without releasing Assignor from any obligation hereunder, after ten (10) days written notice (except in emergency, no notice shall be required), discharge any

obligation which Assignor fails to discharge, including without limitation, defending any legal action, and Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, which sums, if not paid within five (5) days after demand, shall bear interest thereon at the rate of nine (9%) percent, regardless of the declaration of default, the entry of judgment, acceleration of the obligation, or any similar event, and the same shall be added to the indebtedness owed to Assignee Pursuant hereby.

9. Notice To Tenants Of Assignment. Within thirty (30) days of the effective date of this Assignment of lease and Easement Agreement, Assignor shall give notice of this Assignment to Krayn and Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any of the Tenants. The Tenants are hereby irrevocably authorized and directed to pay all Rents directly to Assignee and perform any of the Tenant's obligations under the Leases for the benefit of Assignee (and shall be fully protected in so doing), upon receipt from Assignee of notice or demand for such payment or performance.

10. Notices. All notices or other communications required or permitted by this Assignment, the Lease, or any Agreement made by the terms of the Leases, shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

Assignor:

Cooney Brothers Coal Company, a Partnership
P.O. Box 246
Cresson, Pa., 16630

and

James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
P.O. Box 280
Johnstown, Pa., 15907

and

Joseph Ambrisco, Accountant
P.O. Box 342
104 South Center Street

Ebensburg, Pa., 15931

Assignee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

Tenant:

Krayn Wind, LLC
75 9th Ave.
Suite 3 G
New York, New York, 10011

and Department:

Department of Environmental Protection
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931

and

Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and

Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph to the other parties.

11. Limited and Conditional Assignment. This is a limited and conditional

assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Lease and Rents due to Assignor under the Lease, limited to the extent and duration provided by Paragraph 3. It is the express intent of the parties hereto that, throughout the effective duration of this limited assignment, this Assignment shall vest Assignee with full and clear title to the Lease and Rents due under the Lease as of the date hereof, subject to the terms and provisions of this Assignment.

12. Entire Agreement. This writing contains the entire agreement between the parties hereto and no agent, representative, employee or officer of the parties hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Assignment shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

14. Successors and Assigns. This Assignment shall be binding upon Assignor and Assignee, and their respective successors and assigns, including any subsequent owner(s) of the property subject to either Lease, and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

15. Applicable Law. This Assignment of Lease and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

16. Headings. The captions appearing within the body of this Assignment have

been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Assignment or any provision of this Assignment.

17. Waiver - The parties agree that a waiver of a provision hereof and/or the waiver of a breach or default under this Agreement shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to the terms of this Agreement for any other provision or as a waiver of any subsequent breach or default.

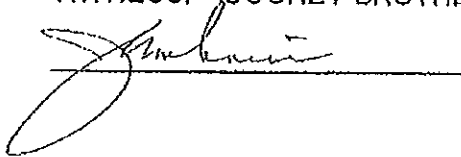
18. Survival Of Terms; Termination - The parties hereto agree that where necessary for the purpose of a provision of this Agreement and/or to give meaning to such provisions of this Agreement, the same shall survive the termination/expiration of this Agreement.


19. Amendments - Except as otherwise specifically provided, the terms and conditions of this Agreement may only be modified or amended by a writing executed by each party to this Agreement.

20. Severability - The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Lease and Easement Agreement as of the date first set forth above.

WITNESS: COONEY BROTHERS COAL COMPANY



By: 
Name: PAULA A. COONEY Title: Sole
Proprietor And Sole Surviving Partner Of
Cooney Brothers Coal Company, a Partnership

CLEAN STREAMS FOUNDATION, INC.,

By: [Signature]

DEAN HUNT, ESQUIRE

Title: Administrator

Heather Agosta

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
RESOURCES

BY: Andrew

Name: Danilo Sarmiento

Title: District Mining Manager

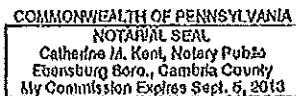
Commonwealth of Pennsylvania

County of Cambria

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On this, the 22 day of November, 2012, before me, the undersigned officer, personally appeared Paul A. Cooney, individually and as sole surviving partner of Cooney Brothers Coal Company, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



Coffman, Mark (SEAL)
Not Any Problem
Title of Officer.

ASSIGNMENT OF LEASE AND EASEMENT AGREEMENT

Assignment Of Lease And Easement Agreement (the "Assignment") dated as of this 22 day of November, 2012, by and between Paul A. Cooney, a sole proprietor, d/b/a Cooney Brothers Coal Company and as the sole surviving partner of Cooney Brothers Coal Company, a partnership (the "Assignor") and the Clean Streams Foundation, Inc., as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee").

Whereas, the Assignee through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth; and

Whereas, the Cooney Brothers Coal Company entered into a Participation Agreement with the Assignee to establish the Sub-Account For Cooney Brothers Coal Company under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Sub-Account"); and

WHEREAS Cooney is the owner of certain lands and interests therein situate in Adams Township and Summerhill Township, Cambria County, PA; and,

WHEREAS, by Lease and Easement Agreement dated with an effective date of November 5, 2010 ("Lease") (attached hereto as Exhibit 1), Cooney, as the owner of certain real property situate in Adams Township and Summerhill Township in Cambria County in the Commonwealth of Pennsylvania leased certain lands and granted certain easements over lands described therein to Highland North, LLC, a limited liability company, as lessee, ("Highland"), the provisions of said Lease being incorporated

herein by reference as fully as if set forth; and

WHEREAS, Cooney desires to assign, for the purposes and to the extent herein provided in the Participation Agreement, all of its rights, title and interest under the Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease to Assignee, as Trustee under the Participation Agreement to secure and contribute to the payment to the Sub-Account, for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, the Assignee desires to acquire, for the purposes and to the extent herein provided in the Participation Agreement, all of Assignor's rights, title and interest under Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease,

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, and WITH INTENT TO BE LEGALLY BOUND HEREBY, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to the Assignee, for the purposes and to the extent herein provided for in the Participation Agreement, as of the date hereof, all of the Assignor's right, title, interest, and privileges in and to the Lease, together with all extensions, renewals and guarantees of, and all amendments and supplements to, any such lease or agreement, including without limitation, the following:

(a) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to the Assignor under the Lease, for any reason whatsoever, including without limitation all rents, royalties, insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by Highland, its successors or assigns, under the Lease (each individually the "Tenant"), cash or securities deposited by the Tenant to secure

performance of its obligations under the Lease, and all other extraordinary receipts, and other proceeds thereof, both cash and non-cash (all of the foregoing are

hereinafter collectively referred to as the "Rents") and all rights to make claim for, collect, receive and receipt for the Rents;

(b) any sums to which Assignor may become entitled in any Court proceeding involving the bankruptcy, insolvency or reorganization of any Tenant;

(c) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(d) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Lease;

(e) any payments made by any Tenant in lieu of Rent, and;

(f) all other claims, rights, powers, privileges and remedies of the Assignor under or with respect to the Lease, including without limitation the right, power and privilege (but not the obligation), to do any and all acts, matters and other things that the Assignor is entitled to do thereunder or with respect thereto.

2. Payment of Rents and Maintenance of Rents. All future Rents under the Lease shall, to the limited extent provided for in Paragraph 3, be paid to the Assignee to be held in the Sub-Account.

All payments made hereunder to the Assignee shall be delivered, in accordance with the terms of the Lease, to:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
620 West Short Street
Lexington, KY 40507

or its successor.

3. Termination of Assignment. At such time as all Rents and other sums paid to the Assignee equal the accumulated sum to be agreed upon between Cooney and the Department, or if Cooney and the Department are unable to agree upon the amount to be deposited into said Sub-Account, such amount as may be determined by Final Order of an adjudicative body of competent jurisdiction, this Assignment and all rights of the Assignee acquired hereunder shall automatically terminate and all rights assigned hereunder shall automatically return to, revert in, and become the rights of the Assignor.

4. Warranties of Assignor. Assignor hereby represents and warrants to the Assignee, as a material inducement to the Assignee to accept this Assignment, that:

(a) Assignor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Lease and the Rents due thereunder and no part of such right, title and interest is subject to any lien or other encumbrance; and,

(b) Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; and,

(c) no default exists by the Assignor or any Tenant under the Lease; and,

(d) no Rents have been received by Assignor more than thirty (30) days in advance of the time when the same became due under the term of the Lease.

5. Assignor's Affirmative Obligations. Assignor hereby covenants with the Assignee that Assignor shall (a) perform and observe all covenants and agreements to be performed and observed by the Assignor under the Lease; (b) enforce, short of termination of either Lease, the performance and observance of all covenants and agreements to be performed or observed by any Tenant under the Lease; (c) appear in

and defend any action or proceeding arising out of in connection with any of the Lease; and (d) promptly give Assignee copies of any notices of default given or received by Assignor under the Lease.

6. Assignee Not Bound To Perform Under Leases. Notwithstanding any presumption or any provision contained herein or in either Lease to the contrary, (a) Assignor shall at all times remain solely liable under the Lease to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment has not been executed, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Lease or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Lease or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Lease, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease.

7. Indemnification. Assignor shall and does hereby agree to indemnify Assignee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Lease or this Assignment, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Lease or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Lease or this Assignment, or in the defense of any such claims or

demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, and if not paid within five (5) days after demand, shall bear interest thereon at the rate of six (6%) percent.

8. Right Of Assignee To Cure Assignor Defaults. Assignee may, at its option, and without releasing Assignor from any obligation hereunder, after ten (10) days written notice (except in emergency, no notice shall be required), discharge any obligation which Assignor fails to discharge, including without limitation, defending any legal action. Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, which sums, if not paid within five (5) days after demand, shall bear interest thereon at the rate of nine (9%) percent, regardless of the declaration of default, the entry of judgment, acceleration of the obligation, or any similar event, and the same shall be added to the indebtedness owed to Assignee pursuant hereby.

9. Notice To Tenants Of Assignment. Within 30 days of the effective date of this Assignment of Lease and Easement Agreement, Assignor shall give notice of this Assignment to Highland. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any of the Tenants. The Tenants are hereby irrevocably authorized and directed to pay all Rents directly to Assignee and perform any of the Tenant's obligations under the Leases for the benefit of Assignee (and shall be fully protected in so doing), upon receipt from Assignee of notice or demand for such payment or performance.

10. Notices. All notices or other communications required or permitted by this Assignment, the Lease, or any Agreement made by the terms of the Leases, shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

Assignor:

Cooney Brothers Coal Company, a Partnership

P.O. Box 246
Cresson, Pa., 16630

James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
P.O. Box 280
Johnstown, Pa., 15907

and Joseph Ambrisco, Accountant
P.O. Box 342
104 South Center Street
Ebensburg, Pa., 15931

Assignee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

Tenant:

Highland North, LLC
44 E. 30th Street
10th Floor
New York, New York, 10016

and Department:

Department of Environmental Protection
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931

and

Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and

Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,

Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph to the other parties.

11. Limited and Conditional Assignment. This is a limited and conditional assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Lease and Rents due to Assignor under the Lease, limited to the extent and duration provided by Paragraph 3. It is the express intent of the parties hereto that, throughout the effective duration of this limited assignment, this Assignment shall vest Assignee with full and clear title to the Lease and Rents due under the Lease as of the date hereof, subject to the terms and provisions of this Assignment.

12. Entire Agreement. This writing contains the entire agreement between the parties hereto and no agent, representative, employee or officer of the parties hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Assignment shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

14. Successors and Assigns. This Assignment shall be binding upon Assignor and Assignee, and their respective successors and assigns, including any subsequent owner(s) of the property subject to either Lease, and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

15. Applicable Law. This Assignment of Lease and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

16. Headings. The captions appearing within the body of this Assignment have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Assignment or any provision of this Assignment.

17. Waiver - The parties agree that a waiver of a provision hereof and/or the waiver of a breach or default under this Assignment shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to the terms of this Assignment for any other provision or as a waiver of any subsequent breach or default.

18. Survival Of Terms; Termination - The parties hereto agree that where necessary for the purpose of a provision of this Assignment and/or to give meaning to such provisions of this Assignment, the same shall survive the termination/expiraton of this Assignment.

19. Amendments - Except as otherwise specifically provided, the terms and conditions of this Assignment may only be modified or amended by a writing executed by each party to this Assignment.

20. Severability - The invalidity or unenforceability of any particular provision of this Assignment shall not affect its other provisions and this Assignment shall be

construed in all respects as if such invalid or unenforceable provision had been omitted.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Lease and Easement Agreement as of the date first set forth above.

WITNESS: COONEY BROTHERS COAL COMPANY

[Signature]

By: [Signature]
Name: PAUL A. COONEY Title: Sole Proprietor and as sole surviving Partner of Cooney Brothers Coal Company, a Partnership

[Signature]

CLEAN STREAMS FOUNDATION, INC.,

By: [Signature]
DEAN HUNT, ESQUIRE
Title: Administrator

[Signature]

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
RESOURCES

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

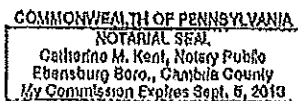
Commonwealth of Pennsylvania

County of Cambria

ss.

On this, the 22 day of November, 2012, before me, the undersigned officer, personally appeared Paul A. Cooney, individually and as sole surviving partner of Cooney Brothers Coal Company, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



[Signature] (SEAL)
Notary Public
Title of Officer.

ASSIGNMENT OF LEASE AND EASEMENT AGREEMENT

Assignment Of Lease And Easement Agreement (the "Assignment") dated as of this 28th day of November, 2012, by and between Angels Coal Trust (the "Assignor") and the Clean Streams Foundation, Inc., as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee").

Whereas, the Assignee through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth; and

Whereas, the Cooney Brothers Coal Company entered into a Participation Agreement with the Assignee to establish the Sub-Account For Cooney Brothers Coal Company under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Sub-Account"); and

WHEREAS, a certain Lease and Easement Agreement with an effective date of May 27, 2008 (the "Lease") was entered into by and between the Assignor, as the owner of the real property located in Blair County and Cambria County, Pennsylvania and described by Exhibit to the Lease, and Chestnut Flats Wind, LLC, a Delaware limited liability company, as lessee, ("CFW"), the provisions of said Lease being incorporated herein by reference; and

WHEREAS, by the terms of the Lease, CFW acquired, *inter alia*, a lease over a portion of the Assignor's real property for purpose of installing, operating, and

maintaining wind energy and related facilities and the Assignor acquired, *inter alia*, the right to collect rents; and

WHEREAS, Assignor desires to assign, for the purposes and to the extent herein provided in the Participation Agreement, all of its rights, title and interest under the Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease to Assignee, as Trustee under the Participation Agreement to secure and contribute to the payment to the Sub-Account, for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, the Assignee desires to acquire, for the purposes and to the extent herein provided in the Participation Agreement, all of Assignor's rights, title and interest under Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to legally bound hereby, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to the Assignee, for the purposes and to the extent herein provided, as of the date hereof, all of the Assignor's right, title, interest, and privileges in and to the Lease, together with all extensions, renewals and guarantees of, and all amendments and supplements to, any such lease or agreement, including without limitation, the following:

(a) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to the Assignor under the Lease, for any reason whatsoever, including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by CFW, its successor or assigns, under the Lease (the "Tenant"), cash or securities deposited by the Tenant to secure performance of its obligations under the Lease, and all

other extraordinary receipts, and other proceeds thereof, both cash and non-cash (all of the foregoing are hereinafter collectively referred to as the "Rents") and all rights to make claim for, collect, receive and receipt for the Rents;

(b) any sums to which Assignor may become entitled in any Court proceeding involving the bankruptcy, insolvency or reorganization of any Tenant;

(c) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(d) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Lease;

(e) any payments made by any Tenant in lieu of Rent, and;

(f) all other claims, rights, powers, privileges and remedies of the Assignor under or with respect to the Lease, including without limitation the right, power and privilege (but not the obligation), to do any and all acts, matters and other things that the Assignor is entitled to do thereunder or with respect thereto.

2. Payment of Rents and Maintenance of Rents. All future Rents shall, to the limited extent provided for in Paragraph 3, be paid to the Assignee to be held in an escrow account or trust to be created in the future, subject to the terms and conditions of the Escrow Agreement. All payments made hereunder to the Assignee shall be delivered, in accordance with the terms of Lease, to:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

3. Termination of Assignment. At such time as all Rents and other sums paid to the Assignee equal an accumulated sum to be agreed upon between Cooney and the

Department, or if Cooney and the Department are unable to agree upon the amount to be deposited into said Sub-Account, such amount as may be determined by Final Order of an adjudicative body of competent jurisdiction, this Assignment and all rights of the Assignee acquired hereunder shall automatically return to and become the rights of the Assignor.

4. Warranties of Assignor. Assignor hereby represents and warrants to the Assignee, as a material inducement to the Assignee to accept this Assignment, that:

(a) Assignor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Lease and the Rents and no part of such right, title and interest is subject to any lien or other encumbrance; and,

(b) Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; and,

(c) no default exists by the Assignor or any Tenant under the Lease; and,

(d) no Rents have been received by Assignor more than thirty (30) days in advance of the time when the same became due under the term of the Lease.

5. Assignor's Affirmative Obligations. Assignor hereby covenants with the Assignee that Assignor shall (a) perform and observe all covenants and agreements to be performed and observed by the Assignor under the Lease; (b) enforce, short of termination of the Lease, the performance and observance of all covenants and agreements to be performed or observed by any Tenant under the Lease; (c) appear in and defend any action or proceeding arising out of in connection with any of the Lease; and (d) promptly give Assignee copies of any notices of default given or received by Assignor under any of the Lease.

6. Assignee Not Bound To Perform Under Lease. Notwithstanding any presumption or any provision contained herein or in the Lease to the contrary, (a) Assignor shall at all times remain solely liable under the Lease to perform all of the

obligations of Assignor thereunder to the same extent as if this Assignment has not been executed, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Lease or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Lease, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease.

7. Indemnification. Assignor shall and does hereby agree to indemnify Assignee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Lease or this Assignment, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Lease or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, and if not paid within five (5) days after demand, shall bear interest thereon at the rate of six (6%) percent.

8. Right Of Assignee To Cure Assignor Defaults. Assignee may, at its option, and without releasing Assignor from any obligation hereunder, after ten (10) days written notice (except in emergency, no notice shall be required), discharge any obligation which Assignor fails to discharge, including without limitation, defending any

legal action. Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, which sums, if not paid within five (5) days after demand, shall bear interest thereon at the rate of nine (9%) percent, regardless of the declaration of default, the entry of judgment, acceleration of the obligation, or any similar event, and the same shall be added to the indebtedness owed to Assignee pursuant hereto.

9. Notice To Tenant Of Assignment. Within thirty (30) days of the effective date of this Assignment of Lease and Easement Agreement, Assignor shall give notice of this Assignment to CFW. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any of the Tenants. The Tenant is hereby irrevocably authorized and directed to pay all Rents directly to Assignee and perform any of the Tenant's obligations under the Leases for the benefit of Assignee (and shall be fully protected in so doing), upon receipt from Assignee of notice or demand for such payment or performance.

10. Notices. All notices or other communications required or permitted by this Assignment, the Lease, or any Agreement made by the terms of the Lease, shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

Assignor:

Angels Coal Trust, Gerald P. Neugebauer, Jr., Trustee
219 South Center Street
P.O. Box 270
Ebensburg, PA 15931

James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
P.O. Box 280
Johnstown, Pa., 15907

and

Joseph Ambrisco, Accountant
104 South Center Street
P.O. Box 342

Ebensburg, Pa., 15931

Assignee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

Tenant:

Chestnut Flats Wind, LLC
One South Broad Street
20th Floor
Philadelphia, PA 19107

and Department:

Department of Environmental Protection
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931

and

Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and

Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph.

11. Limited and Conditional Assignment. This is a limited and conditional

assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Lease and Rents, limited to the extent and duration provided by Paragraph 3. It is the express intent of the parties hereto that, throughout the effective duration of this limited assignment, this Assignment shall vest Assignee with full and clear title to the Lease and Rents as of the date hereof, subject to the terms and provisions of this Assignment.

12. Entire Agreement. This writing contains the entire agreement between the parties hereto and no agent, representative, employee or officer of the parties hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Assignment shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

14. Successors and Assigns. This Assignment shall be binding upon Assignor, its successors and assigns, including any subsequent owner of the property subject to the Lease, and shall inure to the benefit of Assignee, its successors and assigns.

15. Applicable Law. This Assignment of Lease and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

16. Headings. The captions appearing within the body of this Assignment have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Assignment or any provision of this Assignment.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Lease and Easement Agreement as of the date first set forth above.

WITNESS:

[Signature]

ANGELS COAL TRUST, A TRUST

By: [Signature]
Name: GERALD P. NEUGEBAUER, JR.,
TRUSTEE
Title: Trustee Of Angels Coal Trust, a Trust

[Signature]

CLEAN STREAMS FOUNDATION, INC.,

By: [Signature]
DEAN HUNT, ESQUIRE
Title: Administrator

[Signature]

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
RESOURCES

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

Commonwealth of Pennsylvania

County of Cambria

} ss.

On this, the 26 day of November, 2012, before me, the undersigned officer, personally appeared Gerald P. Neugebauer, Jr., Trustee, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Catherine M. Kent (SEAL)

Notary Public
Title of Officer

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Catherine M. Kent, Notary Public
Ebensburg Boro., Cambria County
My Commission Expires Sept. 5, 2013

JRW/Laptop IV/Cooney Bros./Assignment of Windmill Leases From Angels Trust To Chestnut Flats To DEP/ 11-13-12

ASSIGNMENT OF LEASE AND EASEMENT AGREEMENT

Assignment Of Lease And Easement Agreement (the "Assignment") dated as of this 28 day of November, 2012, by and between Angels Coal Trust (the "Assignor") and the Clean Streams Foundation, Inc., as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee").

Whereas, the Assignee through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth; and

Whereas, the Cooney Brothers Coal Company entered into a Participation Agreement with the Assignee to establish the Sub-Account For Cooney Brothers Coal Company under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Sub-Account"); and

WHEREAS, a certain Lease and Easement Agreement with an effective date of August 28, 2006 (the "Lease") was entered into by and between the Assignor, as the owner of the real property located in Portage Township, Cambria County, Pennsylvania and described by Exhibit to the Lease, and Gamesa Energy USA, LLC, a Delaware Limited Liability Company, as lessee, ("GEUSA"); the provisions of said Lease being incorporated herein by reference; and

WHEREAS GEUSA transferred, conveyed and assigned all of its right, title and interest in and to the Lease to DEGS Wind 1, LLC ("DEGS"), a Delaware Limited

Liability Company, which is the current lessee of the Lease; and

WHEREAS, by the terms of the Lease, GEUSA acquired, *inter alia*, a lease over a portion of the Assignor's real property for purpose of installing, operating, and maintaining wind energy and related facilities, which interest is now held by DEGS as assignee of GEUSA and the Assignor acquired, *inter alia*, the right to collect rents; and

WHEREAS, Assignor desires to assign, for the purposes and to the extent herein provided in the Participation Agreement, all of its rights, title and interest under the Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease to Assignee, as Trustee under the Participation Agreement to secure and contribute to the payment to the Sub-Account, for the treatment of acid mine drainage for which Cooney is responsible at various sites in Cambria and Somerset Counties; and

WHEREAS, the Assignee desires to acquire, for the purposes and to the extent herein provided in the Participation Agreement, all of Assignor's rights, title and interest under Lease, including its right to collect and receive rents and other sums due and owing and payable pursuant to the terms and conditions of the Lease,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to legally bound hereby, the parties hereto agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to the Assignee, for the purposes and to the extent herein provided, as of the date hereof, all of the Assignor's right, title, interest, and privileges in and to the Lease, together with all extensions, renewals and guarantees of, and all amendments and supplements to, any such lease or agreement, including without limitation, the following:

- (a) all rents, revenues, issues, income, receipts, profits

and other amounts now or hereafter becoming due to the Assignor under the Lease, for any reason whatsoever, including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by DEGS, its successor or assigns, under the Lease (the "Tenant"), cash or securities deposited by the Tenant to secure performance of its obligations under the Lease, and all other extraordinary receipts, and other proceeds thereof, both cash and non-cash (all of the foregoing are hereinafter collectively referred to as the "Rents") and all rights to make claim for, collect, receive and receipt for the Rents;

(b) any sums to which Assignor may become entitled in any Court proceeding involving the bankruptcy, insolvency or reorganization of any Tenant;

(c) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(d) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Lease;

(e) any payments made by any Tenant in lieu of Rent,
and;

(f) all other claims, rights, powers, privileges and remedies of the Assignor under or with respect to the Lease, including without limitation the right, power and privilege (but not the obligation), to do any and all acts, matters and other things that the Assignor is entitled to do thereunder or with respect thereto.

2. Payment of Rents and Maintenance of Rents. All future Rents under the Lease shall, to the limited extent provided for in Paragraph 3, be paid to the Assignee to be held in the Sub-Account. All payments made hereunder to the Assignee shall be delivered, in accordance with the terms of the Lease, to:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

3. Termination of Assignment. At such time as all Rents and other sums paid to the Assignee equal an accumulated sum to be agreed upon between Cooney and the Department, or if Cooney and the Department are unable to agree upon the amount to be deposited into said Sub-Account, such amount as may be determined by Final Order of an adjudicative body of competent jurisdiction, this Assignment and all rights of the Assignee acquired hereunder shall automatically return to and become the rights of the Assignor.

4. Warranties of Assignor. Assignor hereby represents and warrants to the Assignee, as a material inducement to the Assignee to accept this Assignment, that:

(a) Assignor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Lease and the Rents and no part of such right, title and interest is subject to any lien or other encumbrance; and,

(b) Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; and,

(c) no default exists by the Assignor or any Tenant under the Lease; and,

(d) no Rents have been received by Assignor more than thirty (30) days in advance of the time when the same became due under the term of the Lease.

5. Assignor's Affirmative Obligations. Assignor hereby covenants with the Assignee that Assignor shall (a) perform and observe all covenants and agreements to be performed and observed by the Assignor under the Lease; (b) enforce, short of termination of the Lease, the performance and observance of all covenants and agreements to be performed or observed by any Tenant under the Lease; (c) appear in and defend any action or proceeding arising out of in connection with any of the Lease; and (d) promptly give Assignee copies of any notices of default given or received by Assignor under any of the Lease.

6. Assignee Not Bound To Perform Under Lease. Notwithstanding any presumption or any provision contained herein or in the Lease to the contrary, (a) Assignor shall at all times remain solely liable under the Lease to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment has not been executed, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Lease or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Lease, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times, except as may otherwise be provided in any subordination, attornment and non-disturbance agreement executed by Assignee and any Tenant under the Lease.

7. Indemnification. Assignor shall and does hereby agree to indemnify Assignee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Lease or this Assignment, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Lease or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, and if not paid within five (5) days after demand, shall bear interest thereon at the rate of six (6%) percent.

8. Right Of Assignee To Cure Assignor Defaults. Assignee may, at its option,

and without releasing Assignor from any obligation hereunder, after ten (10) days written notice (except in emergency, no notice shall be required), discharge any obligation which Assignor fails to discharge, including without limitation, defending any legal action. Assignor agrees to pay immediately upon demand all sums expended by Assignee in connection therewith, including reasonable counsel fees, which sums, if not paid within five (5) days after demand, shall bear interest thereon at the rate of nine (9%) percent, regardless of the declaration of default, the entry of judgment, acceleration of the obligation, or any similar event, and the same shall be added to the indebtedness owed to Assignee pursuant hereto.

9. Notice To Tenant Of Assignment. Within thirty (30) days of the effective date of this Assignment of Lease and Easement Agreement, Assignor shall give notice of this Assignment to DEGS. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time to any of the Tenants. The Tenant is hereby irrevocably authorized and directed to pay all Rents directly to Assignee and perform any of the Tenant's obligations under the Leases for the benefit of Assignee (and shall be fully protected in so doing), upon receipt from Assignee of notice or demand for such payment or performance.

10. Notices. All notices or other communications required or permitted by this Assignment, the Lease, or any Agreement made by the terms of the Lease, shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

Assignor:

Angels Coal Trust, Gerald P. Neugebauer, Jr., Trustee
219 South Center Street
P.O. Box 270
Ebensburg, PA 15931

and

James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC

P.O. Box 280
Johnstown, Pa., 15907

and

Joseph Ambrisco, Accountant
P.O. Box 342
104 South Center Street
Ebensburg, Pa., 15931

Assignee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
620 West Short Street
Lexington, KY 40507

Tenant:

DEGS Wind 1, LLC
o/o Duke Energy
400 South Tryon Street, ST3153
Charlotte, NC, 28286

Attn: Jason M. Allen

and

Department:

Department of Environmental Protection
Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931

and

Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and

Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph.

11. Limited and Conditional Assignment. This is a limited and conditional assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Lease and Rents, limited to the extent and duration provided by Paragraph 3. It is the express intent of the parties hereto that, throughout the effective duration of this limited assignment, this Assignment shall vest Assignee with full and clear title to the Lease and Rents as of the date hereof, subject to the terms and provisions of this Assignment.

12. Entire Agreement. This writing contains the entire agreement between the parties hereto and no agent, representative, employee or officer of the parties hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Assignment shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

14. Successors and Assigns. This Assignment shall be binding upon Assignor, its successors and assigns, including any subsequent owner of the property subject to the Lease, and shall inure to the benefit of Assignee, its successors and assigns.

15. Applicable Law. This Assignment of Lease and Rents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

16. Headings. The captions appearing within the body of this Assignment have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Assignment or any provision of this Assignment.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Lease and Easement Agreement as of the date first set forth above.

WITNESS:

[Signature]

ANGELS COAL TRUST, A TRUST

By: [Signature]

Name: GERALD P. NEUGEBAUER, JR.,
TRUSTEE

Title: Trustee Of Angels Coal Trust, a Trust

[Signature]

CLEAN STREAMS FOUNDATION, INC.,

By: [Signature]

DEAN HUNT, ESQUIRE

Title: Administrator

[Signature]

COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF ENVIRONMENTAL
RESOURCES

By: [Signature]

Name: Daniel Sammarco

Title: District Mining Manager

Commonwealth of Pennsylvania

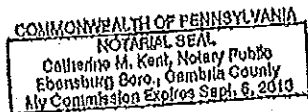
County of Cambria

} ss.

On this, the 28 day of November, 2012, before me, the

undersigned officer, personally appeared Gerald P. Neugebauer, Jr., Trustee, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



Catherine M. Kent (SEAL)
Notary Public
Title of Officer.

Jrw/Laptop IV/Coonay Bros./Assignment of Windmill Leases From Angels Trust To Chestnut Flats To DEP/ 11-13-12

MORTGAGE

Made this 28 day of November, 2012.

Between

ANGELS COAL TRUST, GERALD P. NEUGEBAUER, JR., TRUSTEE, a Trust, whose mailing address is 219 South Center Street, P.O. Box 270, Ebensburg, PA., 15931 (hereinafter referred to as "Mortgagor"),

And

CLEAN STREAMS FOUNDATION, INC. as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee"), whose mailing address is 520 West Short Street, Lexington, Kentucky 40507 (hereinafter referred to as "Mortgagee")

Whereas, the Clean Streams Foundation, Inc. ("CSF") through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth;

Whereas, the Cooney Brothers Coal Company ("Cooney") entered into a Participation Agreement with the CSF to establish the Cooney Brothers Water Treatment Trust under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Treatment Trust"); and

Whereas, Cooney has executed and delivered an Escrow Agreement dated September 18, 2008, between Cooney and the Commonwealth of Pennsylvania, Department of Environmental Protection, and the Mortgagee providing for payment of such amounts as agreed upon or finally ordered by Final Order of the Department to secure amounts due to the

Treatment Trust to be established and in the interim, the Sub-Account For Cooney under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney and the DEP (hereafter the "Sub-Account"); and

Whereas, Mortgagor desires to provide this Mortgage to secure the sums due and owing and any and all other obligations under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust;

Now, Therefore, Mortgagor as security for the payment of the sums due and owing and any and all other obligations under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust, does hereby transfer, assign, mortgage, pledge, grant, bargain, sell, convey, alien, release and confirm unto Mortgagee, its successors and assigns:

ALL those certain pieces or parcels of ground, respectively recorded at the Blair County and Cambria County, Pennsylvania, as more fully described in Deeds Recorded in the Offices of the Recorder(s) of Deeds Office at Deed(s) in said Counties in R.B.V. Books _____, at page(s) _____, which premises are more fully described in said Exhibit A attached hereto;

(a) Together with the buildings and improvements erected thereon, the appurtenances thereunto and the reversions, remainders, rents, issues and profits thereof.

(b) Together with all fixtures, and any replacements and proceeds and substitutions thereof, owned by Mortgagor and now located thereon, attached thereto, or hereafter acquired or located thereon or attached thereto, forming a part of or used in connection therewith;

(c) Together with all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged properties or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged properties or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

(d) Together with all inventory, contract rights, cash, proceeds, profits, income, rent, accounts receivable, lease agreements, lease payments, insurance proceeds, deposit and other accounts relating thereto now owned or hereafter acquired by Mortgagor, in connection with the mortgaged properties; and

(e) Together with all furniture, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Mortgagor and located thereon or attached thereto at the time of the Sheriff's sale of the mortgaged Premises in the event of a default.

To Have and to Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, that if Mortgagor shall pay the sums due and owing and fully satisfy any and all other obligations under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust, and shall keep and perform each of the covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall automatically terminate and be satisfied by Mortgagee.

In the event of a sale of a portion of the premises to a lessee of a wind farm, the purchased land will be released from the lien of this mortgage provided an amount of comparable acreage of equal value is made subject to the mortgage as substitute collateral.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

- 1) From time to time until said obligations are satisfied and said debt fully paid, Mortgagor shall: (a) pay and discharge, when as the same shall become due and payable all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged properties and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged properties and pay and discharge all mechanics' liens which may be filed against said properties and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any and all documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged properties, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.
- 2) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair. Mortgagee shall have the right to enter upon the mortgaged properties at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon and Mortgagor shall perform any repair or maintenance reasonably determined to be necessary by Mortgagee.
- 3) In the event Mortgagor neglects or refuses to pay the charges described in Paragraph (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof added to the debt secured hereby, and collect the same as a part of said debt.
- 4) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged properties, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.
- 5) At the option of the Mortgagee, upon the occurrence of any of the following

events this Mortgage shall be in default:

(a) If there shall be a default made for the space of thirty (30) days or more in the payment of any amount pursuant to the terms of the Consent Order & Agreement, the Escrow Agreement, or the Treatment Trust, or in the performance of any other obligation under the Consent Order & Agreement, the Escrow Agreement, after the expiration of any applicable grace periods;

(b) If there shall be a default in the due observance or performance of any other non-monetary provision of this Mortgage and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; provided, however, if the default is such that it cannot be reasonably cured within said 30 day cure period; Mortgagor commences and diligently pursues a cure; and Mortgagee reasonably believes that Mortgagor can effectuate a cure, then Mortgagor may have an additional period of time, not to exceed an additional 30 days, to cure such default;

(c) If the Mortgagor shall make an assignment for the benefit of its creditors;

(d) If any action is commenced by or against the Mortgagor under the Federal Bankruptcy Code, or any similar federal or state statute, or if any proceeding for the dissolution or liquidation of the Mortgagor shall be instituted and, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by the Mortgagor, upon the same not being discharged, stayed or dismissed within sixty (60) days;

6) In case of default as described in Paragraph (5) above, at the option of Mortgagee and without notice, the entire unpaid balance of said amounts due under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust shall become immediately due and payable together with Mortgagee's costs, expenses, and reasonable attorneys' fees, and Mortgagee may, either with or without entry or taking possession or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an entirety or in separate lots, units or parcels, the mortgaged property and the collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

7) In any proceeding to enforce this Mortgage, Mortgagor irrevocably and absolutely waives any right to trial by jury it may have. Mortgagor acknowledges the foregoing waiver is made to induce Mortgagee to accept this Mortgage and to deliver the consideration therefor.

8) Upon enforcement of this Mortgage upon default, all sums received from time to time by the Mortgagee shall be applied as follows:

(a) First: To the payment of all costs, expenses, and reasonable attorneys' fees of the Mortgagee (including fees and expenses of its agents and counsel) incurred or accrued in connection with (i) the foreclosure and any other proceedings brought by the Mortgagee; (ii) the operation, maintenance or repair of the mortgaged property and the collateral and any and all businesses operated thereon; and (iii) any sale (public or private) or other disposition of the mortgaged properties and the Collateral.

(b) Second: To the payment of all amounts as provided for in the Consent Order & Agreement, the Escrow Agreement, the Treatment Trust, and this Mortgage, whether for principal, interest, costs, fees, expenses, or otherwise, in whatever order Mortgagee, exercising its sole discretion, may elect.

(c) Third: To the payment of any surplus to the Mortgagor or any other person legally entitled thereto.

9) The Mortgagee shall have power: (a) To institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the mortgaged property by any acts which may be unlawful or a violation of the Mortgage; and (b) To preserve or protect its interest in the mortgaged property and in the income, revenues, rents and profits arising therefrom.

10) All rights and remedies from time to time conferred upon or reserved to the Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

11) The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

12) All notices or other communications required or permitted by this Mortgage shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

To Mortgagor:

Angels Coal Trust, Gerald P. Neugebauer, Jr., Trustee
219 South Center Street
P.O. Box 270
Ebensburg, Pa., 15931

and James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
P.O. Box 280
Johnstown, Pa., 15907

and Joseph Ambrisco, Accountant
P.O. Box 342
104 South Center Street
Ebensburg, Pa., 16631

To Mortgagee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

and DEP:

Department of Environmental Protection

Cambria District Mining Office
286 Industrial Park Road
Ebensburg, PA 15931

and Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph to the other parties.

13) This writing contains the entire agreement between the parties hereto and no dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof. Except as otherwise specifically provided, the terms and conditions of this Mortgage may only be modified or amended by a writing executed by each party to this Mortgage.

14) This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

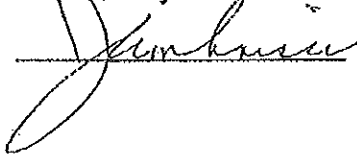
15) The parties agree that a waiver of a provision hereof and/or the waiver of a breach or default under this Mortgage or the related Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to the terms of this Mortgage and related agreements or as a waiver of any subsequent breach or default.

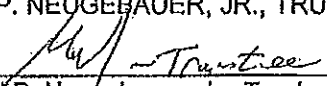
16) The parties hereto agree that where necessary for the purpose of a provision of this Mortgage and/or to give meaning to such provisions of this Mortgage, the same shall survive the termination/expiration of this Mortgage.

17) The invalidity or unenforceability of any particular provision of this Mortgage shall not affect its other provisions and this Mortgage shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Witness the due execution hereof the day and year first above written.

Witnessed by: ANGELS COAL TRUST, GERALD P. NEUGEBAUER, JR., TRUSTEE



By:  (SEAL)
Gerald P. Neugebauer, Jr., Trustee

Commonwealth of Pennsylvania

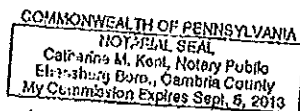
County of Cambria

ss.

On this, the 26 day of November, 2012, before me, the undersigned officer, personally appeared Gerald P. Neugebauer, Jr., Trustee, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Catherine M. Kent (SEAL)
Notary Public
Title of Officer.

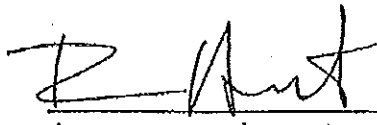


Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is:

Clean Streams Foundation, Inc.
c/o Jack J. Steiner, Esq.
160 North McKean Street
Kittanning, Pennsylvania 16201

Date: 7-22-2013



Administrator
The Clean Streams Foundation, Inc.

EXHIBIT A

PARCEL NO. 1: ALL that certain tract of land situate in the Townships of Allegheny and Logan, in the County of Blair and State of Pennsylvania, and in the Township of Gallitzin, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at an Iron pin, the same being a point of intersection of lands of James A. Page Estate, et al., Edwin and Margaret Cummings, and Gerald McNells, Sr., et al.; thence along the lands of McNells South 23° 19' East a distance of 2,594.1 feet to a point; thence continuing along lands of McNells North 79° 24' East a distance of 1965.3 feet to a point on the line of lands of the City of Altoona; thence along the lands of the City of Altoona South 17° 55' East a distance of 1245.3 feet; thence continuing along the lands of the City of Altoona, South 32° 17' East a distance of 2034.5 feet to a point; thence continuing along the lands of the City of Altoona, Dr. J. L. Haller and C. E. and Harold Lockard, South 29° 39' West a distance of 7897.3 feet to a point; thence continuing along the lands of Lockard South 59° East a distance of 470 feet to a point in common with the lands of the City of Altoona; thence along the lands of the City of Altoona and J. J. Nagle South 31° 18' West a distance of 5107.6 feet; thence continuing along the lands of the City of Altoona South 60° East a distance of 2848 feet to a point; thence along the lands of the City of Altoona and Edith Jones South 30° West a distance of 5745 feet to a point on the right of way of the main line of the Penn Central Railroad; thence continuing along the right of way of the Penn Central Railroad the following: a curve to the left with a radius of 841.78 feet a distance of 795 feet, South 83° 58' West a distance of 296 feet, along a curve to the right with a radius of 1512.28 feet a distance of 833.9 feet, North 64° 26' West a distance of 259.8 feet, along a curve to the left with a radius of 841.78 feet a distance of 697 feet, South 67° 46' West a distance of 1009.6 feet, along a curve to the right with a radius of 591.78 feet a distance of 229.28 feet, continuing along a curve to the right with a radius of 830.37 feet a distance of 70.3 feet to a point on the land of E. L. Jones; thence continuing along the land of E. L. Jones the following two courses and distances: North 30° East a distance of 6967 feet and North 60° 22' West a distance of 4788.5 feet to a point on the land of the City of Altoona; thence along the lands of the City of Altoona the following four courses and distances: North 30° 7' East a distance of 400 feet, North 60° 22' West a distance of 560 feet, North 30° 07' East a distance of 6618.9 feet and North 83° 12' West a distance of 1085 feet to a point on the lands of H. C. Kenner, et al.; thence continuing along the lands of Kenner the following three courses and distances: North 1° 7' East a distance of 3942.3 feet, South 57° 37' East a distance of 2,628 feet and North 8° 07' West a distance of 354 feet to a point on the lands of G. Thomas; thence along the lands of G. Thomas, the following twelve courses and distances: South 57° 34' East a distance of 324 feet, South 26° 18' East a distance of 545 feet, South 37° 03' East a distance of 450 feet, South 60° 33' East a distance of 353 feet, North 26° 37' East a distance of 535 feet, North 59° 42' West a distance of 809.9 feet,

North 67° 9' West a distance of 155 feet, North 7° 27' West a distance of 165 feet, North 62° 11' West a distance of 65 feet, North 47° 41' West a distance of 100 feet, North 18° 19' West a distance of 444 feet, North 10° 47' East a distance of 518.9 feet to a point on the lands of Edwin and Margaret Cummings; thence along the lands of Edwin and Margaret Cummings the following two courses and distances: North 60° 45' East a distance of 864.8 feet and North 22° 16' East a distance of 3867 feet to the place of beginning; containing 2612 acres, more or less.

* 0200-04-2 ... 1400-03-10 2.25 acres

PARCEL NO. 2: ALL that certain tract of land situate in the Township of Allegheny, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Sugar Run Road along the boundary lines of E. L. Jones, James A. Page Helrs, et al., and Penn Central Railroad; thence continuing along the center line of the sugar run Road, the same being the boundary line between James A. Page Helrs, et al., and the Penn Central Railroad, the following courses and distances: a curve with a radius of 619.91 feet a distance of 102.9 feet; thence South 79° 33' West a distance of 192.4 feet; thence along a curve with a radius of 1910.08 feet a distance of 93.9 feet; thence South 76° 44' East a distance of 176 feet; thence along a curve having a radius of 287.94 feet a distance of 177.3 feet; thence North 67° 48' East a distance of 91.5 feet; thence along a curve with a radius of 459.28 feet a distance of 164.8 feet; thence North 88° 24' East a distance of 59.7 feet; thence along a curve having a radius of 459.28 feet a distance of 106.9 feet; thence North 75° 02' East a distance of 201.5 feet; thence along a curve with a radius of 1146.28 feet a distance of 218.7 feet; thence North 85° 58' East a distance of 805.5 feet; thence along a curve with a radius of 637.27 feet a distance of 383.3 feet; thence South 59° 33' East a distance of 292.3 feet; thence along a curve with a radius of 1910.08 feet a distance of 127.8 feet; thence South 63° 23' East a distance of 572.7 feet; thence along a curve with a radius of 1146.28 feet a distance of 155 feet to a point along the lands of the Commonwealth of Pennsylvania and the Penn Central Railroad; thence along lands of the Commonwealth of Pennsylvania, the following two courses and distances: South 25° 24' West a distance of 4381.6 feet and North 58° 25' West a distance of 3768 feet to a point on the lands of William and Edna Burkett; thence along the lands of William and Edna Burkett, North 31° 01' West a distance of 1532.5 feet to a point on the right of way of the Mule Shoe Branch of the Penn Central Railroad; thence across the right of way of the Penn Central Railroad and along the boundary line of lands of E. L. Jones, North 28° West a distance of 1200 feet to a point in the center of the Sugar Run Road, being the point of beginning; containing 245 acres, more or less.

... 245.3 ± 0600-01-5

EXCEPTING AND RESERVING therefrom right of way of the Penn Central Railroad on the map accompanying Cambria County Deed Book Volume 1069, page 113.

ALSO EXCEPTING AND RESERVING therefrom right of way of the Pennsylvania Electric Company.

PARCEL NO. 3: ALL that certain tract of land situate in the Township of Gallitzin, County of Cambria and State of Pennsylvania and the Township of Logan, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southwest side of State Highway Route 36, formerly known as Dry Gap or Buckhorn Road; thence extending partly along the present Route 36 and partly along the old Dry Gap or Buckhorn Road in a direct line in a westerly direction a distance of six hundred (600) feet to a point on the south side of the old Buckhorn Road; thence extending a uniform width of six hundred (600) feet South 2° West for a distance of nine hundred (900) feet, more or less, to the property line of David Lewis Warrant, and fronting on the David Lewis Tract six hundred (600) feet; containing 12 1/3 acres, more or less.

EXCEPTING AND RESERVING the following described parcels or lots of land heretofore conveyed:

- (a) Lot conveyed to Ressie Frontz by deed dated June 15, 1946, and recorded in Deed Book Volume 550, page 289.
- (b) Lot conveyed to William Evans, et ux., by deed dated August 9, 1946, and recorded in Deed Book Volume 551, page 636.
- (c) Lot conveyed to Irene Elchenlaub by deed dated June 15, 1946, and recorded in Deed Book Volume 559, page 546.
- (d) Lot conveyed to Natale Allpert by deed dated August 9, 1946, and recorded in deed Book Volume 569, page 629.
- (e) Lot conveyed to Edwin Yingling, et ux., by deed dated May 5, 1947 and recorded in Deed Book Volume 574, page 149.
- (f) Lot conveyed to Tony J. Machowski, by deed dated March 28, 1947 and recorded in Deed Book Volume 575, page 29.
- (g) Lot conveyed to Francis Swope by deed dated May 27, 1947, and recorded in Deed Book Volume 575, page 184.
- (h) Lot conveyed to John E. Blyler by deed dated July 16, 1947, and recorded in Deed Book Volume 569, page 671.
- (i) Lot conveyed to Natalie Allparti by deed dated March 28, 1947 and recorded in Deed Book Volume 574, page 476.
- (j) Lot conveyed to Harry Zimmerman by deed dated May 5, 1947 and recorded in Deed Book Volume 596, page 32.
- (k) Lot conveyed to Clifford J. Eichenlaub by deed dated June 10, 1947 and recorded in Deed Book Volume 598, page 133.
- (l) Lot conveyed to Samuel R. Russell by deed dated August 9, 1946, and recorded in Deed Book Volume 598, page 619.
- (m) Lot conveyed to Cyrus Sequin by deed dated September 21, 1948 and recorded in Deed Book Volume 639, page 250.
- (n) Lot conveyed to John J. Mueller by deed dated August 26, 1944 and recorded in Deed Book Volume 527, page 586.

PARCEL NO. 4: ALL that certain right-of-way for tram road extending across land of the City of Altoona, situate in the Township of Logan, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southern property line between lands of Russell D. Page, et al., and the City of Altoona, said point being the center line of a twenty (20) foot tram road right-of-way; thence along said center line the following courses and distances: South 8° 46' West 277.2 feet, South 0° 15' West 360 feet, South 10° East 240 feet, South 6° 1' West 165 feet, South 28° 45' West 220 feet, South 44° 40' West 880 feet, South 39° West 140 feet, South 17° 53' West 195 feet, South 2° 9' East 340 feet, South 2° 50' East 665 feet, South 1° 52' East 800 feet; thence dividing into two forks with one continuing South 1° 52' East 1235 feet to a point on the property line between Russell D. Page, et al., and the City of Altoona, and the other fork continuing South 11° 18' West 125 feet, South 21° West 200 feet, South 32° 2' West 310 feet, and South 55° 47' West 32.8 feet to a point on the same property line, said right of way to be ten (10) feet on both sides of the center line for a total width of twenty (20) feet.

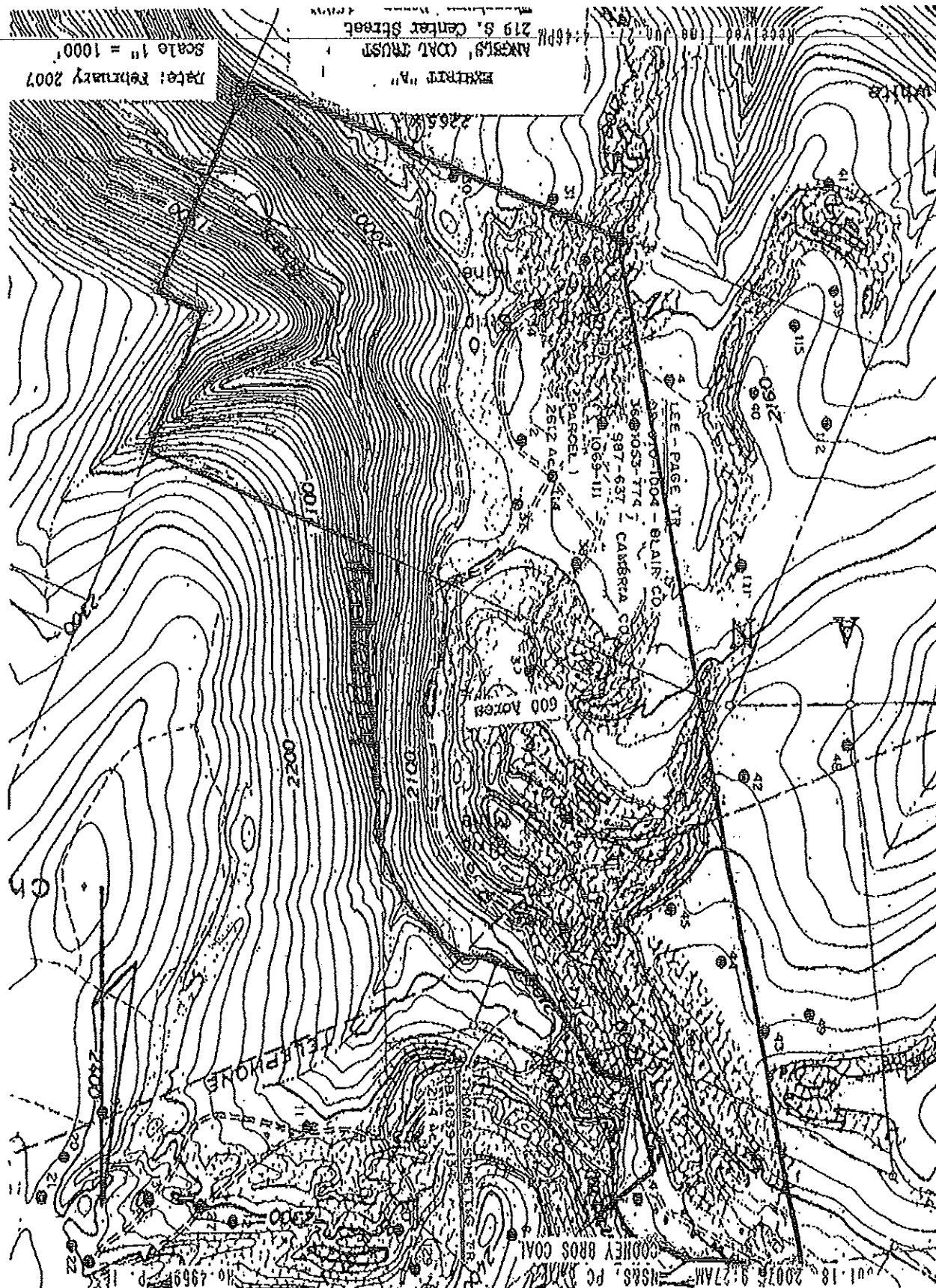
UNDER AND SUBJECT to all exceptions, reservations, restrictions and conditions as contained in all prior deeds of conveyance.

20' right of way
[Signature]

END OF EXHIBIT A

... is the right of way ...

[Signature]



SmartZone Communications Center


joe-accountant@comcast.net

± Font size

Cooney Brothers Coal Company

From : David J. Novak <DNovak@spencecuster.com>
Subject : Cooney Brothers Coal Company
To : msokolow@state.pa.us, joe-accountant@comcast.net
Cc : James R. Walsh <JWalsh@spencecuster.com>

Fri Sep 17 2010 8:59:44 AM


 1 attachment

Mike and Joe

Per the instructions of Jim Walsh I am attaching copies of the deeds for the "additional" acreage that will be included in the mortgage.

Please advise if you have any questions.

David J. Novak, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
400 Ameriserv Bank Building
P.O. Box 280
Johnstown, PA 15901
Telephone: 814/536-0735
Facsimile: 814/539-1423
dnovak@spencecuster.com

 SCAN9488_000.pdf
782 KB

VOL 1138 PAGE 464

This Deed,

MADE THE 13th day of August in the year
of our Lord one thousand nine hundred eighty four.

BETWEEN ISABEL J. KENNER, unmarried, REBA A. KENNER, Executrix of the Estate of HENRY C. KENNER, JR., deceased, LEROY H. KENNER and DORIS KENNER, husband and wife, ANNE K. MADDEN and PATRICK D. MADDEN, wife and husband, ELIZABETH K. PATERSON and DANIEL H. PATERSON, wife and husband, and MALCOLM E. KENNER and BETTY L. KENNER, husband and wife,

and

Grantors,

CHARLES M. COONEY, JAMES R. COONEY and PAUL A. COONEY, trading and doing business as COONEY BROTHERS COAL CO., a general Pennsylvania Partnership, 1207 Fourth Street, P.O. Box 246, Township of Cresson, County of Cambria and State of Pennsylvania,

WITNESSETH, that in consideration of Thirty-five Thousand - - - Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, including all coal, gas and other minerals, hydrocarbons and profits, and rights relating thereto

ALL that certain piece or parcel of land/situate in Gallitzin Township, Cambria County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Route 36 (L.R. 221) at the southwest corner of lands now or formerly of Paul Delozier and along the line of lands now or formerly of Alice Hite; thence along the center line of said Route 36 (L.R. 221) and also along the southerly line of said lands now or formerly of Paul Delozier North 88° 45' East 781.80 feet to a point on the center line of said Route 36 (L.R. 221) on the southeast corner of said lands now or formerly of Paul Delozier and along the line of lands now or formerly of Charles M. Cooney, et al thence along the westerly line of said lands now or formerly of said Charles M. Cooney, et al, South 1° 00' East 2,890 feet to a point on the northerly line of the A. McNelis Tract; thence along the northerly line of said A. McNelis Tract and extending along the northerly line of the William Decker Tract South 76° 30' West 2,847.0 feet to a point on the line of lands now or formerly of Isabel J. Kenner; thence along the easterly line of said lands now or formerly of Isabel J. Kenner North 6° 15' West 2,700.0 feet to a point on the northerly line of Township Road 710 and on the line of said lands now or formerly of Alice Hite; thence along said Township Road 710 and along said lands now or formerly of Alice Hite North 24° 00' East

For Map relating to this deed see Map Book 11, Page 101

Map # 31-03-102

900 feet, more or less, to a point, the place of beginning. Containing 73 acres, more or less, all as is more fully shown on a map showing lands of Isabel J. Kenner, et al dated April 1984, a copy of which map is to be forthwith recorded.

EXCEPTING AND RESERVING all other exceptions, reservations, restrictions and conditions contained in prior conveyances.

BEING part of the same pieces or parcels of land the title to which became vested in Isabel J. Kannar, Reba A. Kenner, Executrix of the Estate of Henry C. Kenner, Jr., deceased, Leroy H. Kenner, Anne K. Madden, Elizabeth K. Paterson and Malcolm E. Kenner by deed from Isabel J. Kenner, Administratrix of the Estate of Lorna D. Kenner, Isabel J. Kenner, individually, unmarried, et al, bearing date the 14th day of March, 1983, and recorded in the office for the recording of deeds, etc., in and for Cambria County on the 10th day of May, 1983, in Deed Book Vol. 1111, page 658. See also Cambria County Deed Book Vol. 1088, page 309.

THE Grantors herein state that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

It is the intent of the grantors and grantees that regardless of the footage called for in the deed that only the remaining portion of the Josiah Christy Tract is included in this conveyance.

662 A

NOTICE

The undersigned grantee (grantees) hereby certifies that he/she know and understand that he/she may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this .. 10th .. day of .. October .. 1986 ..

.....
Witness

SKOFF, F. NEUGHAUSER (SEAL)

BY *[Signature]* (SEAL)

Attorneys for Grantees Partner

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

The purpose of this Deed is to vest in the Grantees herein, their heirs and assigns, the full, entire and complete fee in the aforesaid tract of land, this to include, but in no way be limited to, all of the surface rights upon said tract of land and all of the rights in the coal, gas, and other minerals, hydrocarbons and profits, actual and potential, in, under and upon said tract of land, and all of the rights incident, relative and necessary thereto.

And the said grantors hereby covenant and agree that they will warrant generally the property hereby conveyed.

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IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of

Malcolm E. Kenner (SEAL) Doris Kenner att in fact See L. of A. 44-41
Reba A. Kenner (SEAL) Isabel J. Kenner by Doris Kenner atty in fact
Heroy H. Kenner (SEAL) Reba A. Kenner, Executrix
Doris Kenner (SEAL) Heroy H. Kenner
VOL 1138 PAGE 486

Malcolm E. Kenner (SEAL) Anna K. Madden (SEAL)
Betty L. Kenner (SEAL) Patrick D. Madden (SEAL)
Elizabeth K. Paterson (SEAL)
Daniel H. Paterson (SEAL)

State of Pennsylvania

County of Blair
On this, the

13th

day of

August, 1984, before me,

the undersigned officer, personally appeared Isabel J. Kenner, unmarried,
by Attorney-in-Fact, Doris Kenner,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kenner School District
Cambria County, Pennsylvania
Realty Transfer Tax

Effective: 10/12/84 Amt. \$ 175.00
Date 10/12/84

State of Pennsylvania

County of Blair
On this, the

13th

day of

August, 1984, before me,

the undersigned officer, personally appeared Reba A. Kenner, Executrix of the Estate
of Henry C. Kenner, Jr., deceased,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
Title of Officer
My Commission Expires: Jan. 7, 1987

Township
Cambria County, Pennsylvania
Realty Transfer Tax

Effective: 10/12/84 Amt. \$ 175.00
Date 10/12/84

Notary Public
Title of Officer
My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared MALCOLM E. KENNER and BETTY L. KENNER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared LEROY H. KENNER and DORIS KENNER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared ANNE K. MADDEN and PATRICK D. MADDEN, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

Vol. 1138 Page 467

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared ELIZABETH K. PATERSON and DANIEL H. PATERSON, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Exp. 1/7/87

I do hereby certify that the precise residence and complete post office address of the within named grantee is 1207 Fourth Street, P.O. Box 246, Cresson, PA 16630

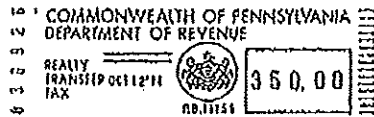
October 10, 19 84

SWOPE & NEUGEBAUER

BY Paul Neugebauer

Partner

Attorneys for Grantees



VOL 1138 PAGE 468

8986

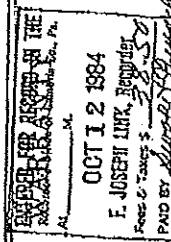
Deed

ISABEL J. KENNER, unmarried,
et al

to

CHARLES M. COONEY, et al

CERTIFIED



1138

Sheet - 350.00
pg 468 - 350.00

SWOPE & NEUGEBAUER
ATTORNEYS AT LAW
LAW BUILDING
EBENSBURG, PENNSYLVANIA 16901

COMMONWEALTH OF PENNSYLVANIA

County of Columbia

RECORDED on this 12th day of October

A. D. 19 84 in the Recorder's office of the said County, in Deed Book

RECORDED
VOLUME 1138 Page 468

Subscribed and sworn to by my hand and the seal of the said office, the date above written.

F. Joseph Luk Recorder

Ohio Deed

VOL 1022 PAGE 214

Made the seventeenth day of August, in the year nineteen hundred seventy-seven.

BETWEEN WALTER D. EICHENLAUB, SR. and THERESA M. EICHENLAUB, husband and wife,
of the Township of Gallitzin, County of Cambria and State of Pennsylvania,

AND

Grantors,

CHARLES H. COONEY, JAMES R. COONEY, and PAUL A. COONEY, as tenants in common,
all of the Township of Munster, County of Cambria and State of Pennsylvania,

Grantees,

WITNESSETH, that in consideration of Seventeen Thousand Five Hundred and no/100

(\$17,500.00)

Dollars

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Gallitzin, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post and stones on Public Highway Number 221 leading from Ashville to Altoona; thence, on a curved line following said State Highway, 412 feet, more or less, to a post and stones; thence, along line of the Calvert Tract, south 34° 30' East 1093 feet to a post and stones; thence, along line of the David Lewis Tract, south 7° 18' West 1027.6 feet to a chestnut oak; thence, along line of land of Anthony McNelis, south 80° 30' West 1170 feet to a post; thence, north 7° 0' East 2268.1 feet to the State Highway and place of beginning; containing 45.7 acres,

SUBJECT to the exceptions, reservations, restrictions and conditions contained in prior deeds of conveyance.

TOGETHER with and including, but not limited to, the surface, coal, minerals and mining rights, and all oil and gas with the right to drill, construct, pipe lines, etc., and engage in all operations necessary to explore and recover said oil, gas, coal and minerals.

BEING the same piece or parcel of land which became vested in Walter D. Eichenlaub, Sr., and Theresa M. Eichenlaub, husband and wife, by the following instruments:

(1) Deed of George F. Eichenlaub, Jr., surviving trustee, wherein Walter D. Eichenlaub, Sr., was erroneously designated as Walter D. Eichenlaub, Jr., and Theresa M. Eichenlaub, husband and wife, dated September 17, 1974 and recorded in the office for the recording of deeds, etc., in Cambria County, Pennsylvania in Deed Book Vol. 977 at page 3, and

(2) Deed of Walter D. Eichenlaub, Sr., erroneously referred to as Walter D. Eichenlaub, Jr. and Theresa M. Eichenlaub, husband and wife, dated March 25, 1975 and recorded in the office for the recording of deeds, etc., in Cambria County, Pennsylvania in Deed Book Vol. 984 at page 591, wherein the error in designating Walter D. Eichenlaub, Sr. as Walter D. Eichenlaub, Jr. was corrected so that the Grantees in the aforesaid deed were properly identified as Walter D. Eichenlaub, Sr. and Theresa M. Eichenlaub, husband and wife.

NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal.

Witness signatures of grantee (grantees) this 17th day of August, 1977.

Theresa M. Eichenlaub
Witness

Charles H. Cooney (SEAL)
Agent for Charles H. Cooney,
James R. Cooney and Paul A. Cooney, Grantees

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the grantors do hereby covenant and agree that they will warrant generally the premises hereby conveyed.
IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

E. Harry Isaacson

Walter D. Eichenlaub Sr. (SEAL)

Thelma M. Eichenlaub (SEAL)

Ann C. Eichenlaub (SEAL)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

REALLY
TRANSFER TAX
175.00
EFFECTIVE
DATE 8/17/77 AMT. \$ 175.00

State of PENNSYLVANIA
County of CAMBRIA

SS:

On this, the seventeenth day of August, 1977, before me, the undersigned officer, personally appeared Walter D. Eichenlaub, Sr. and Thelma M. Eichenlaub, husband and wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

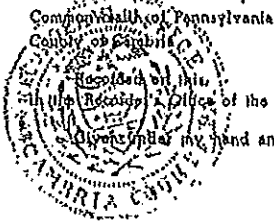
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thelma M. Eichenlaub
THOMAS A. CASTLE, Notary Public
EBENSBURG DOROUGH, CAMBRIA COUNTY
MY COMMISSION EXPIRES JAN. 26, 1978
Title of Officer

I hereby certify that precise residence of the within named Grantors is P.O. Box 246, Cresson, Pennsylvania 16630.

August 17, 1977

E. Harry Isaacson
For Grantors



17th day of August

1022

Page 214, A. D. 1977

Witness my hand and the seal of said Office, the date above written.

J. Joseph Link
Recorder

6104

WALTER D. EICHENLAUB, SR. and
THELMA M. EICHENLAUB, husband
and wife,

RECORDED
3 18 PM 1977
JAMES R. COONEY, JR.
RECORDER
CAMBRIA CO. PA.
OFFICE OF THE RECORDER
306-30708 MARSHALL BUILDING
EBENSBURG, PENNSYLVANIA 16601

CERTIFIED

INDEXED

APR 11 1978

ENTERED FOR RECORD IN THE
Recorder's Office of Cambria Co., Pa.
AUG 17 1977
F. JOSEPH LINK, Recorder
Fees & Taxes \$ 6.00
PAID BY

VOL 1022 PAGE 215

Vol 1750-215
Page 1750-215

E. G. HARRY ISAACSON, ESQ.
306-30708 MARSHALL BUILDING
EBENSBURG, PENNSYLVANIA 16601

This Deed,

MADE THE sixth day of June, in the year
of our Lord one thousand nine hundred seventy-five,

BETWEEN MARY JOYCE COHILL, Widow, of the City of Akron, County of
Summit and State of Ohio, Grantor,

AND PAUL A. COONEY, CHARLES M. COONEY and JAMES R. COONEY,
trading and doing business as COONEY BROS. COAL CO., with their principal
place of business in the Borough of Cresson, County of Cambria and
State of Pennsylvania,

Grantees :
WITNESSETH, that in consideration of Three Thousand Five Hundred
(\$3,500.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees, their heirs and assigns,

ALL of her right, title and interest in and to all that certain tract or piece of
land situate, lying and being in the Townships of Dean and Gallitzin, County of
Cambria and State of Pennsylvania, containing 71 Acres and 141 Perches and
allowance, bounded and described as follows:

BEGINNING at a post, thence by land now or formerly of James Harris,
South 55° West one hundred forty-one and five-tenths (141.5) perches to a post;
thence by land now or formerly of Gallitzin Oil and Mineral Company South 39°
East one hundred seventy-two (172) perches to a post; thence by land now or
formerly of Jonathan Lewis North 2° East two hundred sixteen (216) perches to
the place of beginning,

BEING part of the same premises the title to which became vested in Mary
Joyce Cohill, Widow, by deed of John Woodcock, Jr., Executor of the Last Will
and Testament of George W. Loudon, deceased, dated November 12, 1970, and
recorded in the office for the recording of deeds, etc., in and for Blair County,
Pennsylvania, in Deed Book Vol. 911 at page 107.

UNDER AND SUBJECT to the exceptions, reservations, conditions and
restrictions contained in prior deeds of conveyance.

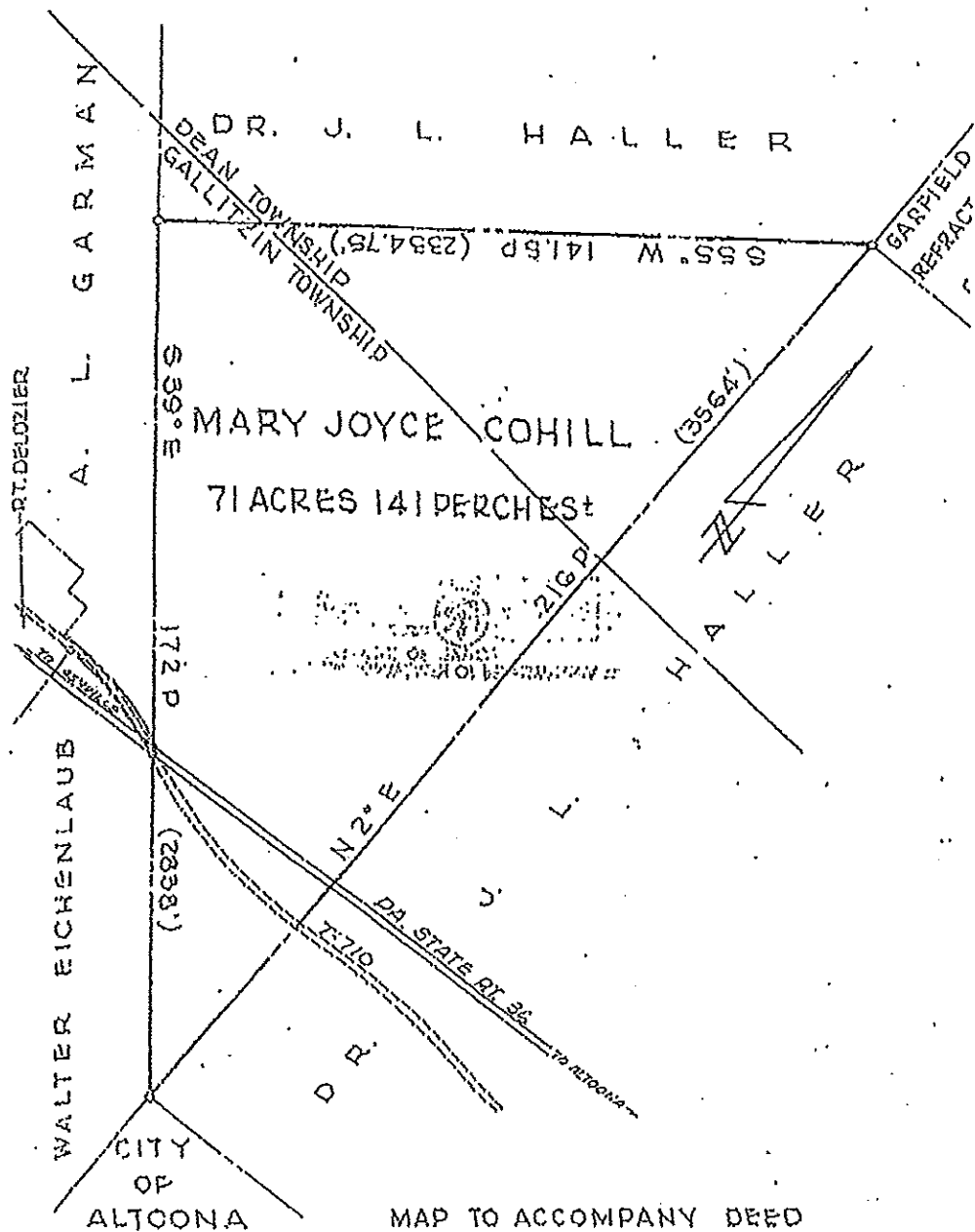
Vol 987 Page 647

Attached hereto and made a part hereof is Map prepared by Gwin, Dobson

402 A

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 6th day of June, 1975.
W. G. Gurry Agent (SEAL)
W. G. Gurry (SEAL)



MAP TO ACCOMPANY DEED
CONVEYING PARCEL OF LAND OF
MARY JOYCE COHILL TO
COONEY BROS. COAL CO.

SITUATE IN VOL 987 PAGE 649
DEAN & GALLITZIN TWP., CAMBRIA CO., PA.
SCALE: 1"=400' FEB. 7, 1975

GWIN, DOBSON & FOREMAN, INC.
Consulting Engineers

And the said grantor hereby covenant and agrees that she will warrant the property hereby conveyed generally

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or titles otherwise created, transferred, excepted or reserved by this instrument.

Commonwealth of Pennsylvania } ss.
County of Cambria

Recorded on this 9 day of June
A. D., 1975, in Book Vol. 987 Page 647 Given under my
hand and seal of said office.

Robert E. C...
Recorder
13493
5-10-75

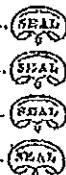


IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Charles L. Lelly

Mary Joyce Cohill



State of Pennsylvania

County of Cambria

On this, the sixth day of June, 1975, before me,

the undersigned officer, personally appeared Mary Joyce Cohill, Widow,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed same for the purposes therein contained.



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

Charles L. Lelly
Notary Public
Cambria, Pa., Cambria County, Pa.
My Commission expires Mar. 6, 1977

I do hereby certify that the precise residence and complete post office address of the within named grantee is P. O. Box 246, Cresson, Pennsylvania 16630.

June 6, 1975.

Benevolent School District
Cambria County, Pennsylvania
Realty Transfer Tax

Effective 1/1/75
Date 6/9/75 Amt. \$ 35.00

S. Harry W. ...
Attorney for Grantor

MORTGAGE

Made this 22nd day of November, 2012.

Between

PAUL A. COONEY, a sole proprietor d/b/a COONEY BROTHERS COAL COMPANY and as sole surviving partner of COONEY BROTHERS COAL COMPANY, a partnership, whose mailing address is P.O. Box 246, Cresson, Pennsylvania 16630 (hereinafter referred to as "Mortgagor"),

And

CLEAN STREAMS FOUNDATION, INC. as trustee of the Sub-Account For Cooney Brothers Coal Company, which Sub-Account is more particularly identified *infra*, (the "Assignee"), whose mailing address is 520 West Short Street, Lexington, Kentucky 40507 (hereinafter referred to as "Mortgagee")

Whereas, the Clean Streams Foundation, Inc. ("CSF") through a Declaration of Trust, dated April 7, 2001, acting as Trustee, has established a Trust to help assure that funds are available to the Commonwealth of Pennsylvania, Department of Environmental Protection (the "DEP"), as Beneficiary, to operate and maintain treatment systems, prevent pollution and to protect natural resources from the adverse impact of untreated discharges into the waters of the Commonwealth; and

Whereas, the Cooney Brothers Coal Company entered into a Participation Agreement with the CSF to establish the Cooney Brothers Water Treatment Trust under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Treatment Trust"); and

Whereas, Mortgagor has executed and delivered an Escrow Agreement dated September 18, 2008, between Mortgagor and the Commonwealth of Pennsylvania, Department of Environmental Protection, and the Mortgagee providing for payment of such amounts as agreed upon or finally ordered by Final Order of the Department to secure amounts due to the Treatment Trust to be established and in the interim, the Sub-Account For Cooney Brothers Coal Company under the CSF Declaration of Trust for purposes of securing funding for certain treatment systems and sites in Cambria and Somerset Counties as provided for in a March 25, 2009 Consent Order & Agreement between Cooney Brothers Coal Company and the DEP (hereafter the "Sub-Account"); and

Whereas, Mortgagor desires to provide this Mortgage to secure the sums due and owing and any and all other obligations under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust;

Now, Therefore, Mortgagor as security for the payment of the sums due and owing and any and all other obligations due under the Consent Order & Agreement, the Escrow

Agreement, and the Treatment Trust, does hereby transfer, assign, mortgage, pledge, grant, bargain, sell, convey, alien, release and confirm unto Mortgagee, its successors and assigns:

ALL those certain pieces or parcels of ground, respectively recorded at the Blair County and Cambria County, Pennsylvania, as more fully described in Deeds Recorded in the Offices of the Recorder(s) of Deeds Office at Deed(s) in said Counties in R.B.V. Books _____, at page(s) _____, which premises are more fully described in said Exhibit A attached hereto;

(a) Together with the buildings and improvements erected thereon, the appurtenances thereunto and the reversions, remainders, rents, issues and profits thereof.

(b) r with all fixtures, and any replacements and proceeds and substitutions thereof, owned by Mortgagor and now located thereon, attached thereto, or hereafter acquired or located thereon or attached thereto, forming a part of or used in connection therewith;

(c) Together with all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged properties or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged properties or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

(d) Together with all inventory, contract rights, cash, proceeds, profits, income, rent, accounts receivable, lease agreements, lease payments, insurance proceeds, deposit and other accounts relating thereto now owned or hereafter acquired by Mortgagor, in connection with the mortgaged properties; and

(e) Together with all furniture, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Mortgagor and located thereon or attached thereto at the time of the Sheriff's sale of the mortgaged Premises in the event of a default.

To Have and to Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, that if Mortgagor shall pay the sums due and owing and fully satisfy any and all other obligations under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust, and shall keep and perform each of the covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall automatically terminate and be satisfied by Mortgagee.

In the event of a sale of portion of the premises to a lessee of a wind farm, the purchased land will be released from the lien of this mortgage provided an amount of comparable acreage of equal value is made subject to the mortgage as substitute collateral.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

- 1) From time to time until said obligations are satisfied and said debt fully paid,

Mortgagor shall: (a) pay and discharge, when as the same shall become due and payable all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged properties and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged properties and pay and discharge all mechanics' liens which may be filed against said properties and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any and all documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged properties, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

2) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair. Mortgagee shall have the right to enter upon the mortgaged properties at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon and Mortgagor shall perform any repair or maintenance reasonably determined to be necessary by Mortgagee.

3) In the event Mortgagor neglects or refuses to pay the charges described in Paragraph (1) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof added to the debt secured hereby, and collect the same as a part of said debt.

4) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged properties, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

5) At the option of the Mortgagee, upon the occurrence of any of the following events this Mortgage shall be in default:

(a) if there shall be a default made for the space of thirty (30) days or more in the payment of any amount pursuant to the terms of the Consent Order & Agreement, the Escrow Agreement, or the Treatment Trust, or in the performance of any other obligation under the Consent Order & Agreement, the Escrow Agreement, after the expiration of any applicable grace periods;

(b) if there shall be a default in the due observance or performance of any other non-monetary provision of this Mortgage and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; provided, however, if the default is such that it cannot be reasonably cured within said 30 day cure period; Mortgagor commences and diligently pursues a cure; and Mortgagee reasonably believes that Mortgagor can effectuate a cure, then Mortgagor may have an additional period of time, not to exceed an additional 30 days, to cure such default;

(c) If the Mortgagor shall make an assignment for the benefit of its creditors;

(d) If any action is commenced by or against the Mortgagor under the Federal Bankruptcy Code, or any similar federal or state statute, or if any proceeding for the dissolution or liquidation of the Mortgagor shall be instituted and, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by the Mortgagor, upon the same not being discharged, stayed or dismissed within sixty (60) days;

6) In case of default as described in Paragraph (5) above, at the option of Mortgagee and without notice, the entire unpaid balance of said amounts due under the Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust shall become immediately due and payable together with Mortgagee's costs, expenses, and reasonable attorneys' fees, and Mortgagee may, either with or without entry or taking possession or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an entirety or in separate lots, units or parcels, the mortgaged property and the collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

7) In any proceeding to enforce this Mortgage, Mortgagor irrevocably and absolutely waives any right to trial by jury it may have. Mortgagor acknowledges the foregoing waiver is made to induce Mortgagee to accept this Mortgage and to deliver the consideration therefor.

8) Upon enforcement of this Mortgage upon default, all sums received from time to time by the Mortgagee shall be applied as follows:

(a) First: To the payment of all costs, expenses, and reasonable attorneys' fees of the Mortgagee (including fees and expenses of its agents and counsel) incurred or accrued in connection with (i) the foreclosure and any other proceedings brought by the Mortgagee; (ii) the operation, maintenance or repair of the mortgaged property and the collateral and any and all businesses operated thereon; and (iii) any sale (public or private) or other disposition of the mortgaged properties and the Collateral.

(b) Second: To the payment of all amounts as provided for in the Consent Order & Agreement, the Escrow Agreement, the Treatment Trust, and this Mortgage, whether for principal, interest, costs, fees, expenses, or otherwise, in whatever order Mortgagee, exercising its sole discretion, may elect.

(c) Third: To the payment of any surplus to the Mortgagor or any other person legally entitled thereto.

9) The Mortgagee shall have power: (a) To institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the mortgaged property by any acts which may be unlawful or a violation of the Mortgage; and (b) To preserve or protect its interest in the mortgaged property and in the income, revenues, rents and profits arising

therefrom.

10) All rights and remedies from time to time conferred upon or reserved to the Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

11) The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

12) All notices or other communications required or permitted by this Mortgage shall be in writing and delivered by First Class U.S. Mail, return receipt requested, to the parties named below and to the attention of the indicated persons, if any, as follows:

To Mortgagor:

Cooney Brothers Coal Company, a Partnership
P.O. Box 246
Cresson, Pa., 16630

and James R. Walsh, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
P.O. Box 280
Johnstown, Pa., 15907

and Joseph Ambrisco, Accountant
P.O. Box 342
104 South Center Street
Ebensburg, Pa., 15931

To Mortgagee:

Clean Streams Foundation, Inc.
Attn: Dean Hunt, Esq.
520 West Short Street
Lexington, KY 40507

and DEP:

Department of Environmental Protection
Cambria District Mining Office

286 Industrial Park Road
Ebensburg, PA 15931

and Martin Sokolow, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

and Nels J. Taber, Esquire
Office of General Counsel
Commonwealth of Pennsylvania,
Department of Environmental Resources
909 Elmerton Avenue, 3rd Floor
Harrisburg, PA 17110-8200

Any party may change its address or the designated representative recipient by giving written notice of such change in accordance with the manner provided by this paragraph to the other parties.

13) This writing contains the entire agreement between the parties hereto and no dealings between the parties or custom shall be permitted to contradict, vary, make alterations to, or modify the terms hereof. Except as otherwise specifically provided, the terms and conditions of this Mortgage may only be modified or amended by a writing executed by each party to this Mortgage.

14) This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

15) The parties agree that a waiver of a provision hereof and/or the waiver of a breach or default under this Mortgage or the related Consent Order & Agreement, the Escrow Agreement, and the Treatment Trust shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to the terms of this Mortgage and related agreements or as a waiver of any subsequent breach or default.

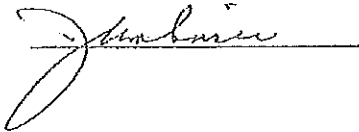
16) The parties hereto agree that where necessary for the purpose of a provision of this Mortgage and/or to give meaning to such provisions of this Mortgage, the same shall survive the termination/expiration of this Mortgage.

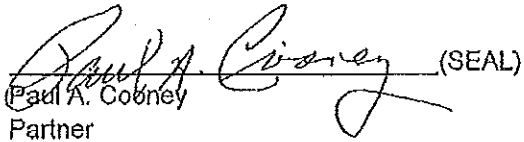
17) The invalidity or unenforceability of any particular provision of this Mortgage shall not affect its other provisions and this Mortgage shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Witness the due execution hereof the day and year first above written.

Witnessed by:

COONEY BROTHERS COAL COMPANY



 (SEAL)
Paul A. Cooney
Partner

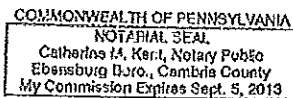
Commonwealth of Pennsylvania)

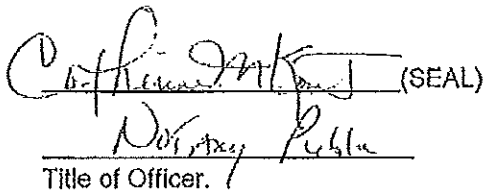
) ss.

County of Cambria)

On this, the 22 day of November, 2012, before me, the undersigned officer, personally appeared Paul A. Cooney, sole proprietor d/b/a Cooney Brothers Coal Company and as sole surviving partner of Cooney Brothers Coal Company, a Partnership, satisfactory proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.



 (SEAL)
Notary Public
Title of Officer.

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is:

Clean Streams Foundation, Inc.
c/o Jack J. Steiner, Esq.
160 North McKean Street
Kittanning, Pennsylvania 16201

Date: 7-22-2013



Administrator
The Clean Streams Foundation, Inc.

EXHIBIT A

PARCEL NO. 1: ALL that certain tract of land situate in the Townships of Allegheny and Logan, in the County of Blair and State of Pennsylvania, and in the Township of Gallitzin, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, the same being a point of intersection of lands of James A. Page Estate, et al., Edwin and Margaret Cummings, and Gerald McNellis, Sr., et al.; thence along the lands of McNellis South 23° 19' East a distance of 2,594.1 feet to a point; thence continuing along lands of McNellis North 79° 24' East a distance of 1965.3 feet to a point on the line of lands of the City of Altoona; thence along the lands of the City of Altoona South 17° 55' East a distance of 1245.3 feet; thence continuing along the lands of the City of Altoona, South 32° 17' East a distance of 2034.5 feet to a point; thence continuing along the lands of the City of Altoona, Dr. J. L. Haller and C. E. and Harold Lockard, South 29° 39' West a distance of 7897.3 feet to a point; thence continuing along the lands of Lockard South 59° East a distance of 470 feet to a point in common with the lands of the City of Altoona; thence along the lands of the City of Altoona and J. J. Nagle South 31° 18' West a distance of 5107.6 feet; thence continuing along the lands of the City of Altoona South 60° East a distance of 2848 feet to a point; thence along the lands of the City of Altoona and Edith Jones South 30° West a distance of 5745 feet to a point on the right of way of the main line of the Penn Central Railroad; thence continuing along the right of way of the Penn Central Railroad the following: a curve to the left with a radius of 841.78 feet a distance of 795 feet, South 83° 58' West a distance of 296 feet, along a curve to the right with a radius of 1512.28 feet a distance of 833.9 feet, North 64° 26' West a distance of 259.8 feet, along a curve to the left with a radius of 841.78 feet a distance of 697 feet, South 67° 46' West a distance of 1009.6 feet, along a curve to the right with a radius of 591.78 feet a distance of 229.28 feet, continuing along a curve to the right with a radius of 830.37 feet a distance of 70.3 feet to a point on the land of E. L. Jones; thence continuing along the land of E. L. Jones the following two courses and distances: North 30° East a distance of 6967 feet and North 60° 22' West a distance of 4788.5 feet to a point on the land of the City of Altoona; thence along the lands of the City of Altoona the following four courses and distances: North 30° 7' East a distance of 400 feet, North 60° 22' West a distance of 560 feet, North 30° 07' East a distance of 6618.9 feet and North 83° 12' West a distance of 1085 feet to a point on the lands of H. C. Kenner, et al.; thence continuing along the lands of Kenner the following three courses and distances: North 1° 7' East a distance of 3942.3 feet, South 57° 37' East a distance of 2,628 feet and North 8° 07' West a distance of 354 feet to a point on the lands of G. Thomas; thence along the lands of G. Thomas, the following twelve courses and distances: South 57° 34' East a distance of 324 feet, South 26° 18' East a distance of 545 feet, South 37° 03' East a distance of 450 feet, South 60° 33' East a distance of 353 feet, North 26° 37' East a distance of 535 feet, North 59° 42' West a distance of 809.9 feet,

North 67° 9' West a distance of 155 feet, North 7° 27' West a distance of 165 feet, North 62° 11' West a distance of 65 feet, North 47° 41' West a distance of 100 feet, North 18° 19' West a distance of 444 feet, North 10° 47' East a distance of 518.9 feet to a point on the lands of Edwin and Margaret Cummings; thence along the lands of Edwin and Margaret Cummings the following two courses and distances: North 60° 45' East a distance of 864.8 feet and North 22° 16' East a distance of 3867 feet to the place of beginning; containing 2612 acres, more or less.

± 0000-04-2 ... 1400-03-10

PARCEL NO. 2: ALL that certain tract of land situate in the Township of Allegheny, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Sugar Run Road along the boundary lines of E. L. Jones, James A. Page Heirs, et al., and Penn Central Railroad; thence continuing along the center line of the sugar run Road, the same being the boundary line between James A. Page Heirs, et al., and the Penn Central Railroad, the following courses and distances: a curve with a radius of 619.91 feet a distance of 102.9 feet; thence South 79° 33' West a distance of 192.4 feet; thence along a curve with a radius of 1910.08 feet a distance of 93.9 feet; thence South 76° 44' East a distance of 176 feet; thence along a curve having a radius of 287.94 feet a distance of 177.3 feet; thence North 67° 48' East a distance of 91.5 feet; thence along a curve with a radius of 459.28 feet a distance of 164.8 feet; thence North 88° 24' East a distance of 59.7 feet; thence along a curve having a radius of 459.28 feet a distance of 106.9 feet; thence North 75° 02' East a distance of 201.5 feet; thence along a curve with a radius of 1146.28 feet a distance of 218.7 feet; thence North 86° 58' East a distance of 805.5 feet; thence along a curve with a radius of 637.27 feet a distance of 383.3 feet; thence South 59° 33' East a distance of 292.3 feet; thence along a curve with a radius of 1910.08 feet a distance of 127.8 feet; thence South 63° 23' East a distance of 572.7 feet; thence along a curve with a radius of 1146.28 feet a distance of 155 feet to a point along the lands of the Commonwealth of Pennsylvania and the Penn Central Railroad; thence along lands of the Commonwealth of Pennsylvania, the following two courses and distances: South 25° 24' West a distance of 4381.6 feet and North 58° 25' West a distance of 3768 feet to a point on the lands of William and Edna Burkett; thence along the lands of William and Edna Burkett, North 31° 01' West a distance of 1532.5 feet to a point on the right of way of the Mule Shoe Branch of the Penn Central Railroad; thence across the right of way of the Penn Central Railroad and along the boundary line of lands of E. L. Jones, North 28° West a distance of 1200 feet to a point in the center of the Sugar Run Road, being the point of beginning; containing 345 acres, more or less.

± 0000-04-2 ... ± 0000-01-5

EXCEPTING AND RESERVING therefrom right of way of the Penn Central Railroad on the map accompanying Cambria County Deed Book Volume 1069, page 113.

ALSO EXCEPTING AND RESERVING therefrom right of way of the Pennsylvania Electric Company.

PARCEL NO. 3: ALL that certain tract of land situate in the Township of Gallitzin, County of Cambria and State of Pennsylvania and the Township of Logan, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southwest side of State Highway Route 36, formerly known as Dry Gap or Buckhorn Road; thence extending partly along the present Route 36 and partly along the old Dry Gap or Buckhorn Road in a direct line in a westerly direction a distance of six hundred (600) feet to a point on the south side of the old Buckhorn Road; thence extending a uniform width of six hundred (600) feet South 2° West for a distance of nine hundred (900) feet, more or less, to the property line of David Lewis Warrant, and fronting on the David Lewis Tract six hundred (600) feet; containing 12 1/3 acres, more or less.

EXCEPTING AND RESERVING the following described parcels or lots of land heretofore conveyed:

- (a) Lot conveyed to Ressie Frontz by deed dated June 15, 1946, and recorded in Deed Book Volume 550, page 289.
- (b) Lot conveyed to William Evans, et ux., by deed dated August 9, 1946, and recorded in Deed Book Volume 551, page 636.
- (c) Lot conveyed to Irene Eichenlaub by deed dated June 15, 1946, and recorded in Deed Book Volume 559, page 546.
- (d) Lot conveyed to Natale Alipert by deed dated August 9, 1946, and recorded in deed Book Volume 559, page 629.
- (e) Lot conveyed to Edwin Yingling, et ux., by deed dated May 5, 1947 and recorded in Deed Book Volume 574, page 149.
- (f) Lot conveyed to Tony J. Machowski, by deed dated March 28, 1947 and recorded in Deed Book Volume 575, page 29.
- (g) Lot conveyed to Francis Swope by deed dated May 27, 1947, and recorded in Deed Book Volume 575, page 184.
- (h) Lot conveyed to John E. Blyler by deed dated July 16, 1947, and recorded in Deed Book Volume 569, page 671.
- (i) Lot conveyed to Natalie Aliparti by deed dated March 28, 1947 and recorded in Deed Book Volume 574, page 476.
- (j) Lot conveyed to Harry Zimmerman by deed dated May 5, 1947 and recorded in Deed Book Volume 596, page 32.
- (k) Lot conveyed to Clifford J. Eichenlaub by deed dated June 10, 1947 and recorded in Deed Book Volume 598, page 133.
- (l) Lot conveyed to Samuel R. Russell by deed dated August 9, 1946, and recorded in Deed Book Volume 598, page 619.
- (m) Lot conveyed to Cyrus Sequin by deed dated September 21, 1948 and recorded in Deed Book Volume 639, page 250.
- (n) Lot conveyed to John J. Mueller by deed dated August 26, 1944 and recorded in Deed Book Volume 527, page 586.

PARCEL NO. 4: ALL that certain right-of-way for tram road extending across land of the City of Altoona, situate in the Township of Logan, County of Blair and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southern property line between lands of Russell D. Page, et al., and the City of Altoona, said point being the center line of a twenty (20) foot tram road right-of-way; thence along said center line the following courses and distances: South 8° 46' West 277.2 feet, South 0° 15' West 360 feet, South 10° East 240 feet, South 6° 1' West 165 feet, South 28° 45' West 220 feet, South 44° 40' West 880 feet, South 39° West 140 feet, South 17° 53' West 195 feet, South 2° 9' East 340 feet, South 2° 50' East 665 feet, South 1° 52' East 800 feet; thence dividing into two forks with one continuing South 1° 52' East 1235 feet to a point on the property line between Russell D. Page, et al., and the City of Altoona, and the other fork continuing South 11° 18' West 125 feet, South 21° West 200 feet, South 32° 2' West 310 feet, and South 55° 47' West 32.8 feet to a point on the same property line, said right of way to be ten (10) feet on both sides of the center line for a total width of twenty (20) feet.

UNDER AND SUBJECT to all exceptions, reservations, restrictions and conditions as contained in all prior deeds of conveyance.

20' right of way

END OF EXHIBIT A

See map of 16' is the right of way

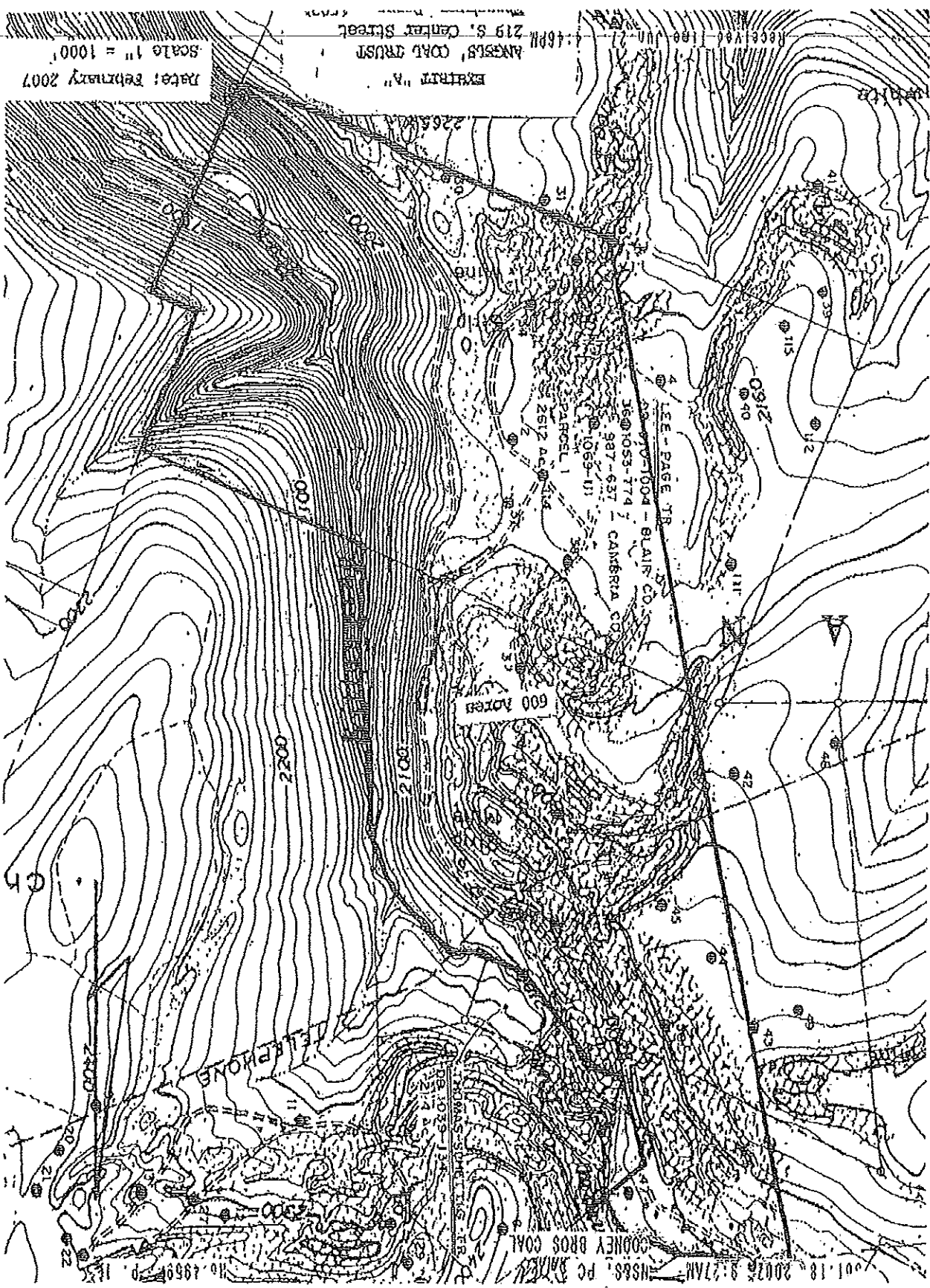


EXHIBIT "A"
ANGELS' COAL TRUST
219 S. Center Street
1:46PM
Scale 1" = 1000'
Date: February 2007

001.18 20026 9:27AM
HSS&S, PC 3/1/02
GOODEY BROS COAL

SmartZone Communications Center

joe-accountant@comcast.net

± Font size -

Cooney Brothers Coal Company

From : David J. Novak <DNovak@spencecuster.com>
Subject : Cooney Brothers Coal Company
To : msokolow@state.pa.us, joe-accountant@comcast.net
Cc : James R. Walsh <JWalsh@spencecuster.com>

Fri Sep 17 2010 8:59:44 AM


1 attachment

Mike and Joe

Per the instructions of Jim Walsh I am attaching copies of the deeds for the "additlional" acreage that will be included in the mortgage.

Please advise if you have any questions.

David J. Novak, Esquire
Spence, Custer, Saylor, Wolfe & Rose, LLC
400 Ameriserv Bank Building
P.O. Box 280
Johnstown, PA 15801
Telephone: 814/536-0735
Facsimile: 814/539-1423
dnovak@spencecuster.com

 SCAN9488_000.pdf
782 KB

VOL 1138 PAGE 464

This Deed,

MADE THE 13th day of August In the year
of our Lord one thousand nine hundred eighty four.

BETWEEN ISABEL J. KENNER, unmarried, REBA A. KENNER, Executrix of the Estate of HENRY G. KENNER, JR., deceased, LEROY H. KENNER and DORIS KENNER, husband and wife, ANNE K. MADDEN and PATRICK D. MADDEN, wife and husband, ELIZABETH K. PATERSON and DANIEL H. PATERSON, wife and husband, and MALCOLM E. KENNER and BETTY L. KENNER, husband and wife,

and

Grantors,

CHARLES M. COONEY, JAMES R. COONEY and PAUL A. COONEY, trading and doing business as COONEY BROTHERS COAL CO., a general Pennsylvania Partnership, 1207 Fourth Street, P.O. Box 246, Township of Grasson, County of Cambria and State of Pennsylvania,

WITNESSETH, that in consideration of Thirty-five Thousand Dollars, (\$35,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees,

Grantees:

including all coal, gas and other minerals, hydrocarbons and profits, and rights relating thereto
ALL that certain piece or parcel of land/situate in Gallitzin Township, Cambria County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the center line of Route 36 (L.R. 221) at the southwest corner of lands now or formerly of Paul Delozier and along the line of lands now or formerly of Alice Hite; thence along the center line of said Route 36 (L.R. 221) and also along the southerly line of said lands now or formerly of Paul Delozier North 88° 45' East 781.80 feet to a point on the center line of said Route 36 (L.R. 221) on the southeast corner of said lands now or formerly of Paul Delozier and along the line of lands now or formerly of Charles M. Cooney, et al thence along the westerly line of said lands now or formerly of said Charles M. Cooney, et al, South 1° 00' East 2,890 feet to a point on the northerly line of the A. McNelis Tract; thence along the northerly line of said A. McNelis Tract and extending along the northerly line of the William Decker Tract South 76° 30' West 2,847.0 feet to a point on the line of lands now or formerly of Isabel J. Kenner; thence along the easterly line of said lands now or formerly of Isabel J. Kenner North 6° 15' West 2,700.0 feet to a point on the northerly line of Township Road 710 and on the line of said lands now or formerly of Alice Hite; thence along said Township Road 710 and along said lands now or formerly of Alice Hite North 24° 00' East

For Map relating to this deed see Map Book 11, Page 101

Map # 31-03-102

900 feet, more or less, to a point, the place of beginning. Containing 73 acres, more or less, all as is more fully shown on a map showing lands of Isabel J. Kenner, et al dated April 1984, a copy of which map is to be forthwith recorded.

EXCEPTING AND RESERVING all other exceptions, reservations, restrictions and conditions contained in prior conveyances.

BEING part of the same pieces or parcels of land the title to which became vested in Isabel J. Kenner, Reba A. Kenner, Executrix of the Estate of Henry C. Kenner, Jr., deceased, Leroy H. Kenner, Anne K. Madden, Elizabeth K. Patarson and Malcolm E. Kenner by deed from Isabel J. Kenner, Administratrix of the Estate of Lorna D. Kenner, Isabel J. Kenner, individually, unmarried, et al, bearing date the 14th day of March, 1983, and recorded in the office for the recording of deeds, etc., in and for Cambria County on the 10th day of May, 1983, in Deed Book Vol. 1111, page 658. See also Cambria County Deed Book Vol. 1088, page 309.

THE Grantors herein state that the hereinabove described property is not presently being used for the disposal of hazardous waste nor to the best of their knowledge, information and belief has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405.

It is the intent of the grantors and grantees that regardless of the footage called for in the deed that only the remaining portion of the Josiah Christy Tract is included in this conveyance.

682 A

NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this .. 10th .. day of .. October .. 1986 ..

.....
Witness
SKOFF, J. NEUGEBAUER (SEAL)
BY *[Signature]* (SEAL)
Attorneys for Grantees Partner

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

The purpose of this Deed is to vest in the Grantees herein, their heirs and assigns, the full, entire and complete fee in the aforesaid tract of land, this to include, but in no way be limited to, all of the surface rights upon said tract of land and all of the rights in the coal, gas, and other minerals, hydrocarbons and profits, actual and potential, in, under and upon said tract of land, and all of the rights incident, relative and necessary thereto.

AND the said grantor(s) hereby covenant and agree that they will warrant generally the property hereby conveyed.

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IN WITNESS WHEREOF, said grantor & his heirs unto set their hands and seal & the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of

Malcolm E. Kenner
Malcolm E. Kenner

Betty L. Kenner
Betty L. Kenner

Doris Kenner att in fact
Isabel J. Kenner by Doris Kenner, att in fact
Reba A. Kenner, Executrix
Henry H. Kenner
Doris Kenner
VOL 1138 PAGE 466

Anna K. Madden
Anna K. Madden

Patrick D. Madden
Patrick D. Madden

Elizabeth K. Paterson
Elizabeth K. Paterson

Daniel H. Paterson
Daniel H. Paterson

State of Pennsylvania

County of *Blair*
On this, the

13th

day of

August, 1984, before me,

the undersigned officer, personally appeared Isabel J. Kenner, unmarried,

by Attorney-in-Fact, Doris Kenner,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Leslie Lamb
School District
Cambria County, Pennsylvania
Realty Transfer Tax

Effective: *10/12/84*
Date *10/12/84* Amt. \$ *175.00*

State of Pennsylvania

County of *Blair*
On this, the

13th

day of

August, 1984, before me,

the undersigned officer, personally appeared Reba A. Kenner, Executrix of the Estate of Henry G. Kenner, Jr., deceased,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

John J. [Signature]
Notary Public
Title of Officer:
My Commission Expires: Jan. 7, 1987

Blair
Township
Cambria County, Pennsylvania
Realty Transfer Tax

Effective: *10/12/84*
Date *10/12/84* Amt. \$ *175.00*

John J. [Signature]
Notary Public
Title of Officer:
My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared MALCOLM E. KENNER and BETTY L. KENNER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared LEROY H. KENNER and DORIS KENNER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared ANNE K. MADDEN and PATRICK D. MADDEN, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: Jan. 7, 1987

State of Pennsylvania

County of *Blair*

SS:

On this, the *13th* day of *August*, 1984, before me, the undersigned officer, personally appeared ELIZABETH K. PATERSON and DANIEL H. PATERSON, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Exp. 1/7/87

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I do hereby certify that the precise residence and complete post office address of the within named grantee is 1207 Fourth Street, P.O. Box 246, Cresson, PA 16630

October 10, 19 84

SWOPE & NEUGEBAUER

BY Paul Neugebauer

Partner

Attorney for Grantees

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALLY
TRANSFER OCT 12 '84
TAX
350.00
R.R. 11151

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8986
APR

ISABEL J. KENNER, unmarried,
et al

to

CHARLES M. COONEY, et al

CERTIFIED

RECORDED IN THE
OFFICE OF THE RECORDER OF DEEDS
OCT 12 1984
F. JOSEPH LINK, Recorder
Fees & Taxes \$ 350.00
PAID BY Charles M. Cooney

1138

Net - 350.00
Gross - 350.00

SWOPE & NEUGEBAUER
ATTORNEYS AT LAW
LAW BUILDING
EDENSBURG, PENNSYLVANIA 15931

COMMONWEALTH OF PENNSYLVANIA

County of Crawford

RECORDED on this 12th day of October

A. D. 19 84 in the Recorder's office of the said County, in Deed Book

1138 Page 464

Given by my hand and the seal of the said officer, the date above written.

F. Joseph Link, Recorder.

ENTERED FOR RECORD
OCT 12 1984

Chie Deed

VOL 1022 PAGE 214

Made the seventeenth day of August, in the year nineteen hundred seventy-seven.

BETWEEN WALTER D. EICHENLAUB, SR. and THELMA M. EICHENLAUB, husband and wife,
of the Township of Gallitzin, County of Cambria and State of Pennsylvania,

AND

Grants,

CHARLES M. COONEY, JAMES R. COONEY, and PAUL A. COONEY, as tenants in common,
all of the Township of Munster, County of Cambria and State of Pennsylvania,

Grantees,

WITNESSETH, that in consideration of Seventeen Thousand Five Hundred and no/100

(\$17,500.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees, their heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Gallitzin, County of Cambria and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post and stones on Public Highway Number 221 leading from Ashville to Altoona; thence, on a curved line following said State Highway, 412 feet, more or less, to a post and stones; thence, along line of the Calvert Tract, south 34° 30' East 1093 feet to a post and stones; thence, along line of the David Lewis Tract, south 7° 10' West 1027.6 feet to a chestnut oak; thence, along line of land of Anthony McNelis, south 80° 30' West 1170 feet to a post; thence, north 7° 0' East 2268.1 feet to the State Highway and place of beginning; containing 45.7 acres.

SUBJECT to the exceptions, reservations, restrictions and conditions contained in prior deeds of conveyance.

TOGETHER with and including, but not limited to, the surface, coal, minerals and mining rights, and all oil and gas with the right to drill, construct pipe lines, etc., and engage in all operations necessary to explore and recover said oil, gas, coal and minerals.

BEING the same piece or parcel of land which became vested in Walter D. Eichenlaub, Sr., and Thelma M. Eichenlaub, husband and wife, by the following instruments:

(1) Deed of George F. Eichenlaub, Jr., surviving trustee, wherein Walter D. Eichenlaub, Sr., was erroneously designated as Walter D. Eichenlaub, Jr., and Thelma M. Eichenlaub, husband and wife, dated September 17, 1974 and recorded in the office for the recording of deeds, etc., in Cambria County, Pennsylvania in Deed Book Vol. 977 at page 3, and

(2) Deed of Walter D. Eichenlaub, Sr., erroneously referred to as Walter D. Eichenlaub, Jr. and Thelma M. Eichenlaub, husband and wife, dated March 25, 1975 and recorded in the office for the recording of deeds, etc., in Cambria County, Pennsylvania in Deed Book Vol. 984 at page 591, wherein the error in designating Walter D. Eichenlaub, Sr. as Walter D. Eichenlaub, Jr. was corrected so that the Grantees in the aforesaid deed were properly identified as Walter D. Eichenlaub, Sr. and Thelma M. Eichenlaub, husband and wife.

NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this

17th day of August, 1977.

Witness
Thelma M. Eichenlaub

Agent for Charles M. Cooney (SEAL)
James R. Cooney and Paul A. Cooney (SEAL)
Cooney, Grantees

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the grantors do hereby covenant and agree that they will warrant generally the premises hereby conveyed.
IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in the presence of

G. Harry Isaacson

Walter D. Eichenlaub Sr. (SEAL)

Thelma M. Eichenlaub (SEAL)

Paul C. School District (SEAL)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALLY TRANSFER TAX
175.00
RECEIVED
1977

Cambria County, Pennsylvania (SEAL)

Really Transfer Tax (SEAL)

Executed (SEAL)

Date *8/17/77* Amt. \$ *175.00* (SEAL)

State of PENNSYLVANIA
County of CAMBRIA } SS:

On this, the seventeenth day of August, 1977, before me, the undersigned officer, personally appeared Walter D. Eichenlaub, Sr. and Thelma M. Eichenlaub, husband and wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Thelma M. Eichenlaub
THOMAS H. CASTLE, NOTARY PUBLIC
EBERSBURG BOROUGH, CAMBRIA COUNTY
MY COMMISSION EXPIRES JULY 26, 1978
Title of Officer

I hereby certify that practice residence of the within named Grantors is P.O. Box 246, Cresson, Pennsylvania 16630.

August 17, 1977 *G. Harry Isaacson*
For Grantee

Commonwealth of Pennsylvania } SS:
County of Cambria
17th day of August, 1977, A.D. 1977.
In the Office of the said County, in Deed Book Vol. 1022 Page 214
I, *Joseph Link*, Recorder, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County, the date above written.

6104

WALTER D. EICHENLAUB, SR. and
THELMA M. EICHENLAUB, husband
and wife,
as Grantees
JAMES R. COONEY, JR.
JAMES R. COONEY, JR.
COONEY, JR. and JAMES R. COONEY, JR.
as Attorneys in Common
3 18 PM 1977
RECORDED FOR RECORD
CAMBRIA CO. PA.
COONEY, JR. and JAMES R. COONEY, JR.
as Attorneys in Common

CERTIFIED

INDEX

RECD

ENTERED FOR RECORD IN THE
Recorder's Office of Cambria Co., Pa.
AUG 27 1977
F. JOSEPH LINK, Recorder
Fees & Taxes \$ 6.00
PAID BY

VOL 1022 PAGE 215

State 175.00 Paid
8/17/77

G. HARRY ISAACSON, ESQ.
300-37-308 Masonic Building
Ebensburg, Pennsylvania 16601

Attached hereto and made a part hereof is Map prepared by Gwin, Dobson

987 ME 648

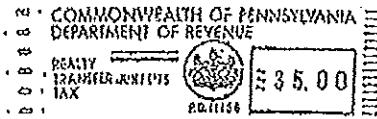
& Foreman, Inc., Consulting Engineers, Altoona, Pa., dated February 7, 1975.

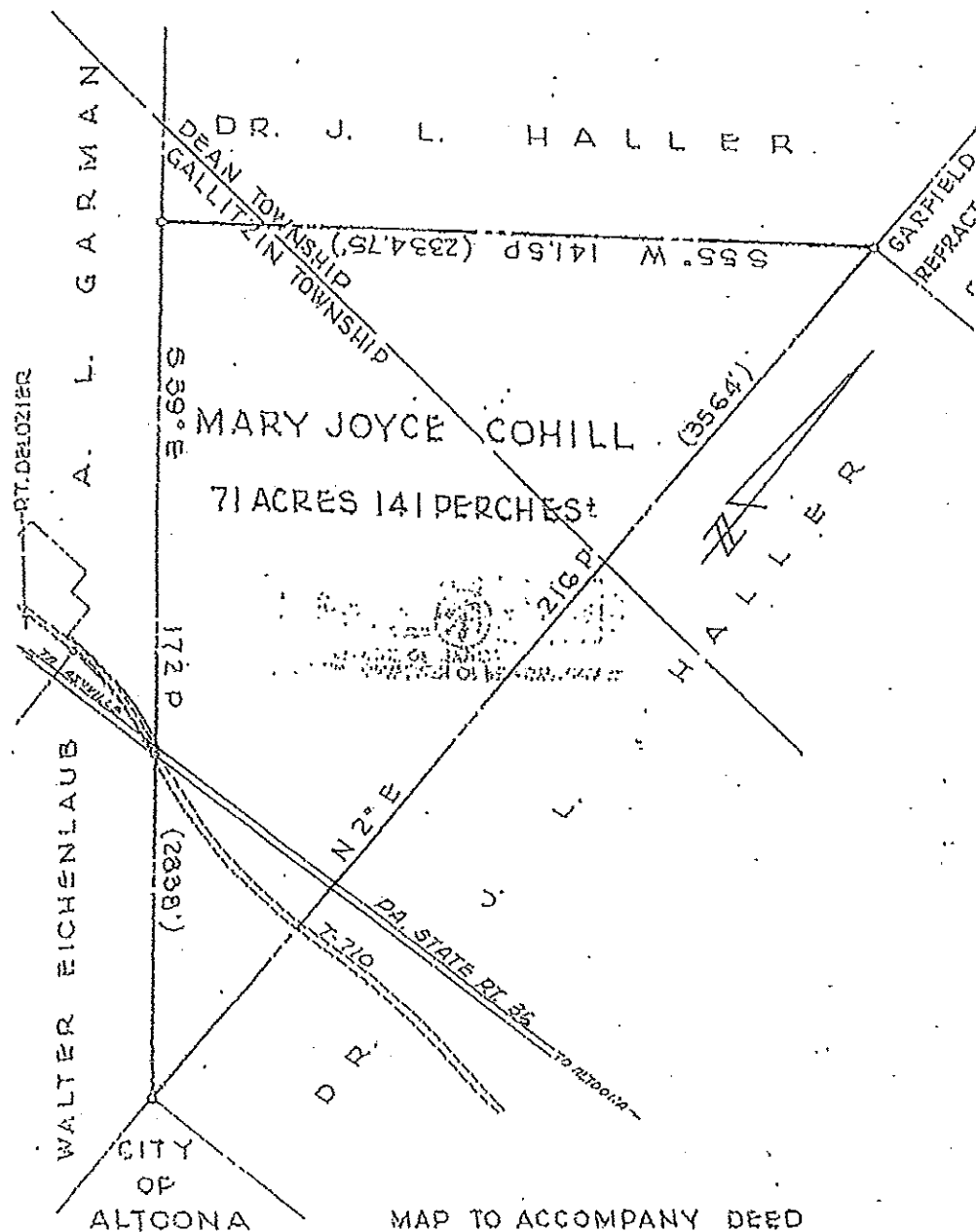
607 A

NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.

Witness signatures of grantee (grantees) this 6th day of June, 1975
.....
Witness G. Harry Graham Agent (SEAL)
for Grantor (SEAL)





MAP TO ACCOMPANY DEED
CONVEYING PARCEL OF LAND OF
MARY JOYCE COHILL TO
COONEY BROS. COAL CO.

SITUATE IN VOL 987 PAGE 649

DEAN & GALLITZIN TWP, CAMBRIA CO., PA.

SCALE: 1"=400'

FEB. 7, 1975

GWIN, DOBSON & FOREMAN, INC.
Consulting Engineers

987 650

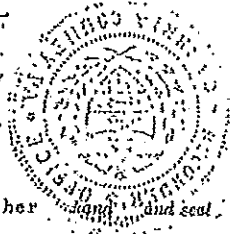
And the said grantor hereby covenants and agrees that she will warrant generally the property hereby conveyed.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal may have the complete legal right to remove all of such coal, and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

Commonwealth of Pennsylvania } ss.
County of Cambria }

Recorded on this 9th day of June
A.D. 1975, in Book Vol. 987, Page 650 Given under my
hand and seal of said office.

Notary Public
3-17-75



IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Charles L. Lellig

Mary Joyce Cahill
Misty Joyce Cahill



State of Pennsylvania

County of Cambria

On this, the sixth day of June, 1975, before me,

the undersigned officer, personally appeared Mary Joyce Cahill, Widow,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed same for the purposes therein contained.

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

Charles L. Lellig
Notary Public

Cambria P.D., Cambria County, Pa.
My Commission expires Mar. 6, 1976 of Officer.



I do hereby certify that the precise residence and complete post office address of the within named grantee is P. O. Box 246, Cresson, Pennsylvania 16630.

June 6, 1975.

Penn. State School District
Cambria County, Pennsylvania
Realty Transfer Tax

Effective: 6/16/75
Date: 6/16/75 Am. & 35.00

E. Harry W. Wagon
Attorney for Grantees

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this _____ day of _____, _____ by and between **COONEY BROTHERS COAL COMPANY**, a partnership, with its principal place of business at PO Box 246, Cresson, Pennsylvania ("Transferor") and **THE CLEAN STREAMS FOUNDATION, INC.**, as Trustee of the Cooney Brothers Coal Company Water Treatment Trust (hereinafter the "Cooney Brothers Trust;" a/k/a the Sub-Account for Cooney Brothers Coal Company under the Clean Streams Foundation, Inc. Declaration of Trust dated April 7, 2001) ("Trustee").

Whereas, the Cooney Brothers Coal Company has entered into a Consent Order and Agreement ("CO&A") dated _____ with the Pennsylvania Department of Environmental Protection (the "Department"), and

Whereas, the Cooney Brothers Coal Company has entered into a Participation Agreement dated July 19, 2010 with the Clean Streams Foundation, Inc. which established the Cooney Brothers Trust under the Clean Streams Foundation, Inc. Declaration of Trust dated April 7, 2001, and

Whereas, the Department requires Seller to continue to treat the post-mining discharges covered by the CO&A, but also to immediately transfer the water treatment equipment and facilities to the Trustee to facilitate continued treatment of water and protection of the environment in the event Cooney Brothers Coal Company or its successors should cease treating the post-mining discharges.

KNOW ALL MEN BY THESE PRESENTS that Transferor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, does hereby bargain, sell, transfer and convey to The Clean Streams Foundation, Inc., as Trustee of the Cooney Brothers Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the _____ Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit I, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

Transferor represents and warrants that the Personal Property is transferred to Trustee hereby free and clear of all liens and encumbrances.

PROVIDED, HOWEVER, that Cooney Brothers Coal Company and its successors shall have a license to use, operate, maintain, construct or reconstruct the Personal Property to treat the post-mining discharges so long as Cooney Brothers Coal Company, or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, Cooney Brothers Coal Company shall at its sole cost and expense be responsible for maintaining and replacing/upgrading, as appropriate, the Personal Property.

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and the Department. As a condition of the License hereby granted, Cooney Brothers Coal Company agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the Clean Streams Foundation, Inc. as Trustee of the Cooney Brothers Trust. As long as this license is in effect and not terminated or revoked, Cooney Brothers Coal Company, or its successor, shall bear all risk of loss of the Personal Property.

This Bill of Sale and License shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the day and year first above written.

TRANSFEROR:

COONEY BROTHERS COAL COMPANY

(signature)

Witness:

By: _____

Its: _____

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

(signature)

Witness:

By: _____

Its: _____

EXHIBIT I

Transferred Personal Property

Exhibit 19

| Gooney Bros. Coal Company | | | | | | | |
|--|---------------------|-------------|-------------------|--------------|----------------|--------------|------------|
| Schedule of Surety Bonds, Bond Premiums and Releases | | | | | | | |
| 8-31-2013 | | | | | | | |
| MDP/SMP | Permit Name | Bond Number | Insurance Company | Initial Bond | Remaining Bond | Renewal Date | Annual Fee |
| | DCNR | | | | \$500,000 | | \$10,000 |
| 4270BSM1A | Patterson | K03274755 | ACE/INA | \$20,200 | \$20,200 | 06-02 | \$202 |
| AMD Site | Dean No. 3 | K03274780 | ACE/INA | \$500 | \$500 | 06-02 | \$50 |
| | | K03274937 | ACE/INA | \$19,200 | \$19,200 | 06-02 | \$192 |
| | | K03274962 | ACE/INA | \$31,600 | \$31,600 | 06-02 | \$316 |
| 58743138 | Pot Ridge (Lasky) | K03049073 | ACE/INA | \$899,746 | \$899,746 | 07-17 | \$8,997 |
| AMD Site | | K03273222 | ACE/INA | \$67,674 | \$67,674 | 04-29 | \$677 |
| | | K03699158 | ACE/INA | \$21,100 | \$21,100 | 12-08 | \$211 |
| | | K03697794 | ACE/INA | \$800 | \$800 | 03-01 | \$50 |
| | | K03698695 | ACE/INA | \$357,000 | \$357,000 | 11-06 | \$3,570 |
| | | K03450491 | ACE/INA | \$74,500 | \$74,500 | 01-03 | \$745 |
| | | K03450570 | ACE/INA | \$14,800 | \$14,800 | 02-28 | \$148 |
| | | K02743656 | ACE/INA | \$188,100 | \$188,100 | 10-24 | \$1,881 |
| | | SU1687370 | UTICA | \$31,000 | \$31,000 | 06-13 | \$465 |
| 11773037 | Caroff | K03049087 | ACE/INA | \$238,652 | \$0 | 07-17 | \$2,337 |
| | | K03050464 | ACE/INA | \$6,410 | \$0 | 10-02 | \$64 |
| | | K03273209 | ACE/INA | \$32,168 | \$0 | 04-29 | \$322 |
| | | K03275668 | ACE/INA | \$55,500 | \$0 | 07-09 | \$555 |
| | | K03694902 | ACE/INA | \$163,500 | \$0 | 11-02 | \$1,635 |
| | | SU1687351 | UTICA | \$11,650 | \$0 | 10-26 | \$175 |
| 11803036 | Pot Ridge No. 2 | K03049085 | ACE/INA | \$1,302,500 | \$1,302,500 | 07-17 | \$13,025 |
| AMD Site | | K03273210 | ACE/INA | \$15,830 | \$15,830 | 04-29 | \$158 |
| | | K03452372 | ACE/INA | \$49,800 | \$49,800 | 10-27 | \$498 |
| | | K03674770 | ACE/INA | \$20,000 | \$20,000 | 07-29 | \$200 |
| | | K03697800 | ACE/INA | \$197,100 | \$197,100 | 03-01 | \$1,971 |
| | | K03971090 | ACE/INA | \$4,000 | \$4,000 | 01-09 | \$50 |
| | | SU1687373 | UTICA | \$20,600 | \$20,600 | 06-13 | \$309 |
| 11813039 | Feller No. 2 | K03049081 | ACE/INA | \$999,315 | \$999,315 | 07-17 | \$9,993 |
| AMD Site | Krayh | K03443681 | ACE/INA | \$166,755 | \$166,755 | 07-15 | \$1,668 |
| | | K03443644 | ACE/INA | \$10,200 | \$10,200 | 09-23 | \$102 |
| | | K03450132 | ACE/INA | \$112,500 | \$112,500 | 08-18 | \$1,125 |
| | | SU1687355 | UTICA | \$25,000 | \$25,000 | 05-16 | \$375 |
| | | SU1687359 | UTICA | \$2,600 | \$2,600 | 10-17 | \$100 |
| 11813040 | Dunlo No. 1 | K03049139 | ACE/INA | \$11,806 | \$0 | 07-17 | \$118 |
| AMD Site | Jahoski | K03506745 | ACE/INA | \$84,214 | \$0 | 01-06 | \$842 |
| | | K03694963 | ACE/INA | \$76,200 | \$0 | 11-25 | \$762 |
| | | K03443711 | ACE/INA | \$108,600 | \$0 | 07-14 | \$1,086 |
| | | K03450338 | ACE/INA | \$111,200 | \$46,263 | 03-28 | \$1,112 |
| | | K03450582 | ACE/INA | \$40,800 | \$40,800 | 05-02 | \$408 |
| | | K03450776 | ACE/INA | \$34,500 | \$34,500 | 08-06 | \$345 |
| | | K03970437 | ACE/INA | \$6,900 | \$6,900 | 08-28 | \$69 |
| | | K03451033 | ACE/INA | \$2,800 | \$2,800 | 10-05 | \$100 |
| | | SU1687362 | UTICA | \$6,500 | \$6,500 | 10-20 | \$100 |
| 11860104 | Bethlehem | K03443383 | ACE/INA | \$130,080 | \$130,080 | 08-26 | \$1,301 |
| AMD Site | | K03449877 | ACE/INA | \$113,100 | \$113,100 | 04-12 | \$1,131 |
| | | K03450144 | ACE/INA | \$93,600 | \$93,600 | 09-14 | \$936 |
| | | K03451227 | ACE/INA | \$72,800 | \$72,800 | 09-20 | \$728 |
| | | K03451239 | ACE/INA | \$211,900 | \$211,900 | 12-21 | \$2,119 |
| 11800102 | Old Pot Ridge No. 2 | S806306 | ACE/INA | \$90,800 | \$90,800 | | \$908 |
| | | K77745415 | ACE/INA | \$50,000 | \$50,000 | 06-02 | \$500 |
| | | K03274846 | ACE/INA | \$50,000 | \$50,000 | 06-02 | \$500 |
| | | K03274998 | ACE/INA | \$27,873 | \$27,873 | 06-02 | \$279 |
| | | K03274871 | ACE/INA | \$53,800 | \$53,800 | 06-02 | \$538 |

TOTAL \$76,048