

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.

(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

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

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

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 A. 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.

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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

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

Certificates of Deposit:

# 41265	\$ 3,600.00	Bethlehem	11860104
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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

EXHIBIT 2

General American Life Insurance Company
P.O. BOX 990089
HARTFORD, CT 06199-0089 00250

GenAmerica Financial®
A MetLife Company

JAMES R & PAUL A COONEY, TR
RD 1 BOX 570
LILLY PA 15938

ANNUAL STATEMENT
This is not a bill.

April 24, 2008

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

Insured:	Charles M Cooney	Policy Number:	3268312
Plan of Insurance:	Whole Life Pd Up At Age 98		
Annual Premium:			\$57,114.02
		<u>DEATH BENEFIT</u>	<u>CASH VALUE</u>
Whole Life Pd Up At Age 98		\$350,000.00	\$237,314.00
Decreasing Specified Amount Term Insurance		\$0.00	\$0.00
Premium Additions Rider		\$68,897.61	\$58,895.30
Paid-Up Additional Insurance		\$451,340.33	\$409,343.11
TOTAL VALUES:		<u>\$870,237.94</u>	<u>\$705,552.41</u>
Less Loan:		\$317,059.40	
Less Interest Due:		\$18,072.39	
Net Death Benefit:		<u>\$535,106.15</u>	

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".

DIVIDENDS

Current Dividend Option: Purchase Paid-Up Additional Insurance

Dividend Earned For Policy Anniversary Ending 05/15/2008 \$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.

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 McNelis, Sr., et al.; thence along the lands of McNelis South $23^{\circ} 19'$ East a distance of 2,594.1 feet to a point; thence continuing along lands of McNelis North $79^{\circ} 24'$ East a distance of 1,965.3 feet to a point on the line of lands of the City of Altoona; thence along the lands of the City of Altoona South $17^{\circ} 55'$ East a distance of 1,245.3 feet; thence continuing along the lands of the City of Altoona, South $32^{\circ} 17'$ East a distance of 2,034.5 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 $29^{\circ} 39'$ West a distance of 7,897.3 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 $31^{\circ} 18'$ West a distance of 5,107.6 feet; thence continuing along the lands of the City of Altoona South 60° East a distance of 2,848 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 $83^{\circ} 58'$ West a distance of 296 feet, along a curve to the right with a radius of 1,512.28 feet a distance of 833.9 feet, North $64^{\circ} 26'$ 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 $67^{\circ} 46'$ West a distance of 1,009.6 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 696.7 feet and North $60^{\circ} 22'$ West a distance of 4,788.5 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 $30^{\circ} 7'$ East a distance of 400 feet, North $60^{\circ} 22'$ West a distance of 560 feet, North $30^{\circ} 07'$ East a distance of 664.8 feet and North $83^{\circ} 12'$ West a distance of 1,085 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 $1^{\circ} 7'$ East a distance of 3,942.3 feet, South $57^{\circ} 37'$ East a distance of 2,628 feet and North $8^{\circ} 07'$ 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 $57^{\circ} 34'$ East a distance of 324 feet, South $26^{\circ} 18'$ East a distance of 545 feet, South $37^{\circ} 03'$ East a distance of 450 feet, South $60^{\circ} 33'$ East a distance of 353 feet, North $26^{\circ} 37'$ East a distance of 535 feet, North $59^{\circ} 42'$ 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 85 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 886.7 feet to the place of beginning, containing 2612 acres, more or less.

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 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 292.8 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 315 acres, more or less.

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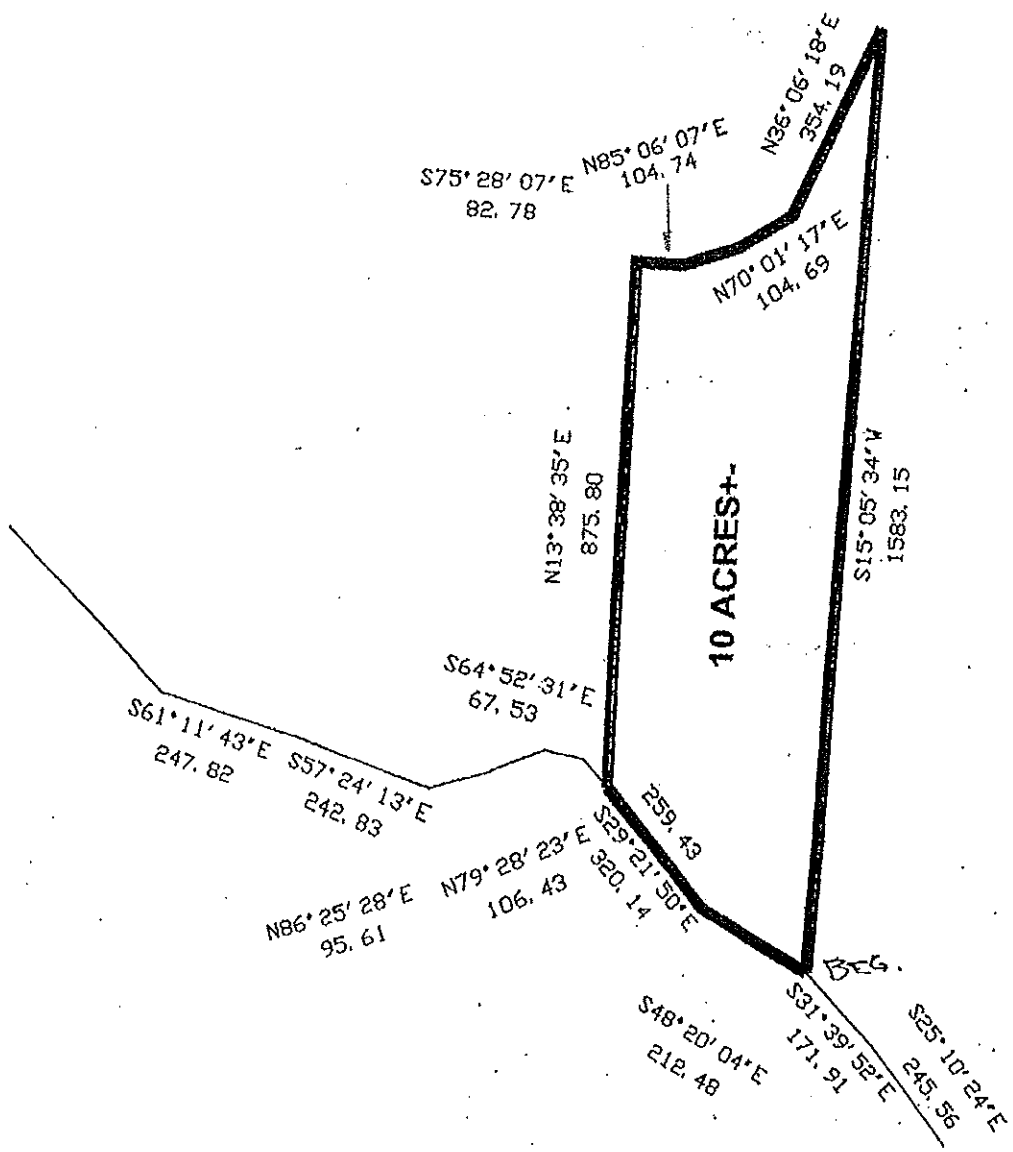
EXCEPTING AND RESERVING therefrom right of way of the Penn Central Railroad on the map accompanying Cambria County Deed Book Volume 1069, page 113.

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.



Scale 1" = 300'

LEASE AND EASEMENT AGREEMENT

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.

WHEREAS, Owner is the owner of certain real property located in the Townships of Logan and Gallitzin, Counties of Blair and Cambria, Commonwealth of Pennsylvania, as more particularly described herein; and

WHEREAS, CFW is interested in acquiring easements and a lease over a portion of Owner's property for the installation, operation and maintenance of wind energy and related facilities as particularly described herein;

WHEREAS Owner desires to grant an easement to CFW for wind energy development purposes and to grant an exclusive option to CFW to lease and acquire the easements over Owner's property upon the terms and conditions provided herein.

NOW, THEREFORE, based on the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I WIND DEVELOPMENT EASEMENT

1. Easement. Owner hereby, as of the Effective Date, grants CFW this Lease and Easement Agreement for wind energy purposes on, up, over and across the real property of Owner located in Blair County and Cambria County, Commonwealth of Pennsylvania, as more particularly outlined and described in Exhibit A attached hereto, incorporated herein, and made a part hereof by this reference, which has been approved by the Owner and CFW (the "Property") and (the "Easement Property"). CFW 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



One South Broad Street, 20th Floor
Philadelphia, PA 19107 (USA)
Tel. 215 665 9810 – Fax. 215 665 9811

May 28, 2008

Angels Coal Trust
c/o Joseph Ambrisco
PO Box 342
Ebensburg, PA 15931

Dear Joseph Ambrisco,

For your records, please find enclosed an original Lease and Easement Agreement between Angels Coal Trust and Chestnut Flats Wind LLC. If you have questions, please feel free to contact Jon Baker at 1-215-665-9810.

Sincerely,

A handwritten signature in cursive script that reads "Angela Jacobs".

Angela Jacobs - Development Assistant
On behalf of Jon Baker – Project Developer

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

(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.

(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.

3. Relocation of Windpower Facilities. CFW 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 CFW, the parties shall reasonably cooperate to equitably adjust the boundaries and configuration of the Property to accommodate such relocation. If CFW desires to change the location of installed Windpower Facilities outside of the boundaries of the then established Property configuration, CFW may do so only with Owner's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. CFW 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. 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").

5. Option to Renew. CFW and any of its successors and assigns shall have the right to extend the term of the Lease as provided in this paragraph. CFW 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, CFW 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 CFW shall execute in recordable form under Pennsylvania law and CFW shall then record a memorandum evidencing the extension, satisfactory in form and substance to CFW.

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.

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

(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,

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. CFW 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 CFW, the parties shall reasonably cooperate to equitably adjust the boundaries and configuration of the Property to accommodate such relocation. If CFW desires to change the location of installed Ancillary Facilities outside of the boundaries of the then established Property configuration, CFW may do so only with Owner's prior written consent, which shall not be unreasonably delayed, conditioned or withheld. CFW 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. 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 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. CFW 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. CFW 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, CFW 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 CFW shall execute in recordable form under State law set forth in Article V.10 below and CFW shall then record a memorandum evidencing the extension, satisfactory in form and substance to CFW.

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

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, 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.

(a) As to security for the cost of decommissioning, demolishing and removal of the improvements, Owner will accept the security posted by CFW 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 CFW's construction of the Windpower Facilities on the Property. CFW 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, 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 crops or otherwise use the Property.

(ix) Timber Removal and Damage. Prior to the Lease Effective Date CFW 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 CFW. If Owner fails to remove all trees within 60 days, CFW shall perform such tree removal with the method of timber removal determined at the sole discretion of CFW. If CFW realizes any revenue from such tree removal on the Property net of costs to remove and transport trees ("**Net Tree Removal Revenue**"), CFW 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 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

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, 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.

(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 CFW 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 CFW shall join in a written instrument effecting such merger and shall duly record the same.

(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.

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 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: Glenn E Smith

By: [Signature] - Trustee

Its: President

Its: Trustee

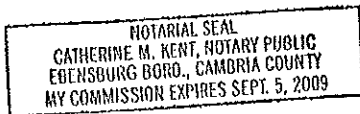
Dated May 27, 2008

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

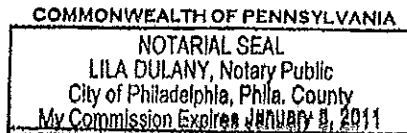
[SEAL]

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.



[SEAL]

My commission expires:

January 5 2011

[Signature]
Notary Public

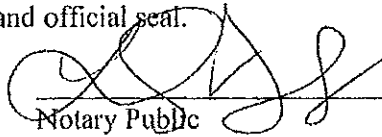
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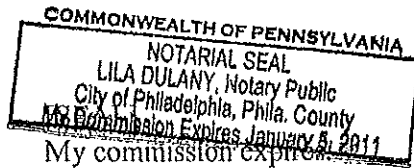
STATE/COMMONWEALTH OF Pennsylvania

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

DeLorme XMap 4.5

Parcel Boundary
(Not Professionally Surveyed)

Logan Township Tax Parcel #14-3-10
Not Professionally Surveyed
Wind Turbine Area shaded yellow

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MN (10.2" W)

0 600 1200 1800 2400 3000 ft
Data Zoom 13-3

LEASE AND EASEMENT AGREEMENT

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 Gamesa Energy USA, LLC, a Delaware limited liability company ("GEUSA or Lessee") based on the following terms and conditions.

WHEREAS, Owner is the owner of certain real property located in the Township of Portage, County of Cambria, Commonwealth of Pennsylvania as more particularly described herein; and

WHEREAS, GEUSA is interested in acquiring easements and a lease over a portion of Owner's property for the installation, operation and maintenance of wind energy and related facilities as particularly described herein;

WHEREAS, Owner previously has entered into a Wind Farm Cooperation Agreement dated December 8th 2005 with GEUSA pursuant to which Owner agreed to cooperate with Lessee in its Development Activities (as defined in Article I.2) on such real property; and

WHEREAS Owner desires to grant an easement to GEUSA for wind energy development purposes and to grant an exclusive option to GEUSA to lease and acquire the easements over Owner's property upon the terms and conditions provided herein.

NOW, THEREFORE, based on the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I WIND DEVELOPMENT EASEMENT

1. Easement. Owner hereby, as of the Effective Date, grants GEUSA this Land and Easement Agreement for wind energy purposes on, up, over and across the real property of Owner located in the County of Cambria, Commonwealth of Pennsylvania as more particularly outlined and described on Exhibit A attached hereto, incorporated herein, and made a part hereof by this reference, which has been approved by the Owner and GEUSA (the "Property"), which

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 filing 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:

facilities remain on the property until their physical removal (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 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

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 Bluisdell
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.

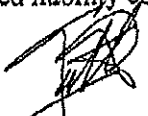
12. Tax Credits. If under applicable law the holder of a leasehold interest in the nature of that held by GEUSA, or any successor or assign, under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, 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).

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

GAMESA ENERGY USA, LLC
A Delaware limited liability company

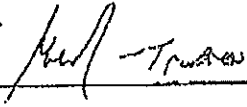
By: 
GABRIEL ALONSO

Its: Executive Director, Business Development

Dated: August 28, 2006

FOR LAND TRUSTS:

Gerald P. Neugebauer, Jr., not personally, but
solely as Trustee under Trust Agreement dated
known as Angels' Coal Trust.

By: , as Trustee

August 14, 2006

Date

By: _____, as Trustee

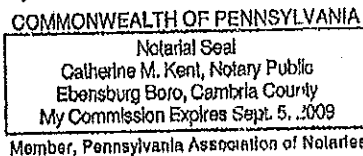
Date

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

On this 14th day of August, 2006, before me a notary public, the undersigned officer, personally appeared Gerald P. Neugebauer 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]

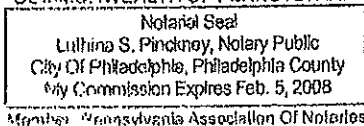
My commission expires:

9-5-09

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

On this 22th day of August, 2006, before me a notary public, the undersigned officer, personally appeared Gabriel Alonso, 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.



Lulhina S. Pinckney
Notary Public

[SEAL]

My commission expires:

2/5/08

STATE/Commonwealth of _____)

COUNTY OF _____) SS.

On this ____ day of _____, 200__, before me a notary public, the undersigned officer, personally appeared Gabriel Alonso, who acknowledged himself to be the Executive Director of Business Development of Gamesa Energy USA, 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 Executive Director of Business Development.

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

Notary Public

[SEAL]

My commission expires:

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>
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THE LEASED PROPERTY IS A PORTION OF THE PARCELS LISTED BELOW
AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED MAP AND
INCORPORATED HEREIN

48-5-100.1	1648 / 1139	PORTAGE	CAMBRIA	1318.34



Gamesa Energy USA

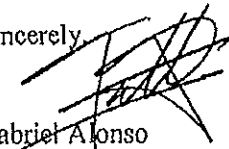
One South Broad Street, 20th Floor
Philadelphia, PA 19107 (USA)
Tel. 215 665 9810 - Fax. 215 665 9811

Gerald Neugebauer, Jr.
Angels Coal Trust
PO Box 246
Cresson, PA 16630


Gerald,

As per the Article V Paragraph III of Lease and Easement Agreement (the "Agreement") executed on August 28th 2006 between Gamesa Energy USA, LLC ("GEUSA") and Angel's Coal Trust (the "Owner"), this letter stands to notify the Owner that GEUSA is assigning the Agreement to North Allegheny Wind, LLC a wholly owned subsidiary of GEUSA, effective as the date first above written. As of this date, GEUSA is hereby released from its obligations under the Agreement. Kindly execute below for the purpose of acknowledging the release of GEUSA; and no additional action is required by you on this matter. Thank you.

Sincerely,

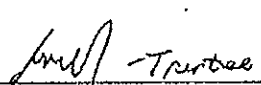

Gabriel Alonso
Gamesa Energy USA, LLC
Its: Executive Director of Business Development

Accepted and Acknowledged by:
North Allegheny Wind, LLC



Gabriel Alonso
Manager

Accepted and Acknowledged by:
Owner



Gerald Neugebauer, Trustee

EXHIBIT 6

ESCROW FUND INVESTMENT POLICY STATEMENT

I. THE ESCROW FUND

The Escrow Fund shall consist of all of the contributions and assets as provided in the Escrow Agreement, together with all investments and income, less any payments or distributions made by the Escrow Agent pursuant to the terms of the Escrow Agreement.

The Escrow Agent shall invest and reinvest the monetary assets and income of the Escrow Fund, without distinction between principal and income. The Escrow Agent shall manage and make payments and distributions from the Fund in accordance with the provisions of the Escrow Agreement. The Escrow Agent shall add to principal any income not distributed pursuant to the provisions of the Escrow Agreement.

The Escrow Agent shall discharge its investment duty and manage the Fund with that degree of judgment, skill and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with such matters, exercise in the management of their own affairs.

II. INVESTMENT POLICIES AND RESTRICTIONS

For purposes of investing or reinvesting the monetary assets of the Escrow Fund, the Escrow Agent shall have investment discretion subject to the provisions of the Escrow Agreement and this Investment Policy Statement. This Investment Policy Statement is subject to review from time to time and may either be confirmed or amended as appropriate or necessary in accordance with the Escrow Agreement.

Investment of the monetary assets of the Escrow Fund are authorized in the following classes of investment assets:

1. Interest bearing bank accounts and Money Market Funds.
2. Corporate Bonds, Convertible Bonds, International Bonds listed on a national exchange, and Bond Funds listed on a national exchange;
3. State, Federal, and Municipal Bonds;
4. US Government and Agency Securities; including and not limited to US Treasury Bills, FNMA and FHLMA; and
5. Commercial Bank Time Deposits, Banker Acceptances and Certificates of Deposit.

Monetary payments made to the Escrow Agent for the Escrow Fund shall consist of cash, bank checks, bank wire transfers or other negotiable instruments acceptable to the Escrow Agent. Cash shall be deposited in accounts maintained by the Escrow Agent.

The Escrow Agent may accumulate cash to meet projected disbursements from the

Escrow Fund and to accumulate cash for future investments. The Escrow Agent may hold cash awaiting investment or distribution for a reasonable period of time, provided however, that, where possible and consistent with sound investment practices, cash shall be invested in overnight interest bearing investments.

III. ESCROW AGENT COMPENSATION

1. The Escrow Agent's compensation shall be determined according to the provisions of this schedule.
2. The Escrow Agent's compensation shall be determined on a monthly basis and shall be equal to 0.125% (0.00125) of the Escrow Fund's asset value.
3. The Escrow Agent's compensation shall be payable each month in advance. The Escrow Agent's compensation shall be charged to the Escrow Fund and automatically debited on the payment date.
4. For the purpose of computing the Escrow Agent's compensation, the value of assets shall be determined in good faith to reflect their estimated fair market value. To this end, the Escrow Agent shall use statement values of settlement positions in custodial accounts whenever available.

EXHIBIT 7

J. Scott Roberts
Deputy Secretary
Mineral Resource Management
16th Floor
Rachel Carson State Office Building
P.O. Box 2063
Harrisburg, PA 17105-2063
Phone: 717-783-5338

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