

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

Robindale Energy Services, Inc.	:	Mines & Permit Nos.
P. O. Box 228	:	✓ 32713707 (RNS #24 Coal Refuse Disposal Area)
Armagh, PA 15920-0228	:	✓ 11743703 (RNS Lancashire #25)
	:	✓ 32733709 (RES Dilltown Ref)
	:	✓ 32841601 (RES Dilltown Prep Plant)
	:	✓ 56733702 (RES Marmon Refuse Site)
	:	✓ 56743704 (RES Penn Pocahontas PPC Refuse Site)
	:	
	:	Alternative Financial Assurance Mechanism

POSTMINING TREATMENT TRUST CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this 19th day of November, 2014, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Robindale Energy Services, Inc. ("Robindale").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Surface Mining Conservation and Reclamation Act, Act of May 31, 1945, P.L. 1198, as amended, 52 P.S. §§ 1396.1 et seq. ("Surface Mining Act"); the Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966, P.L. 31, as amended, 52 P.S. §§ 1406.1 et seq. (Subsidence Act); the Coal Refuse Disposal Control Act, Act of September 24, 1968, P.L. 1040, as amended, 52 P.S. §§ 30.51 et seq. ("Coal Refuse Disposal Act"); the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1 et seq. ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder.

B. Pursuant to § 4(d.2) of the Surface Mining Act, 52 P.S. § 1396.4(d.2), the Department may establish alternative financial assurance mechanisms which shall achieve the objectives and purposes of the bonding program. These mechanisms include the establishment of a site-specific trust fund funded by a mine operator for the treatment of post-mining discharges of mine drainage. The post-mining treatment trust being established as required by this Consent Order and Agreement through the accompanying Post-Mining Discharge Treatment Trust [*Participation*] Agreement constitutes an alternative financial assurance mechanism authorized by § 4(d.2) of the Surface Mining Act. Pursuant to Sections 5, 315 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.315 and

691.610, Section 4.3 of SMCRA, 52 P.S. § 1396.4c, Sections 3.1 and 9 of the Coal Refuse Disposal Act, 52. P.S. §§ 30.53a and 30.59, and Section 9 of the Subsidence Act, 52 P.S. § 1406.9, the Department has authority to issue such orders as are necessary to aid in the enforcement of the provisions of these acts, including orders compelling an operator to establish a post-mining discharge treatment trust as an alternative financial assurance mechanism.

C. Robindale is a Pennsylvania corporation with an office and place of business at 224 Grange Hall Road, P.O. Box 228, Armagh, Pennsylvania 15920-0228. Robindale is and has been engaged in coal refuse reprocessing and coal refuse disposal in the Commonwealth of Pennsylvania pursuant to mining license 6827. D. Scott Kroh is the president of Robindale and is responsible for the day to day operation of Robindale. RNS Services, Inc. merged with Robindale on March 31, 2010, and no longer exists as a separate company.

D. Robindale is the permittee of the following coal refuse disposal sites which are associated with post-mining discharge liability:

NAME	PERMIT NO.	TOWNSHIP	COUNTY
RNS #24 Coal Refuse Disposal Area	32713707	Pine	Indiana
RNS Lancashire # 25	11743703	Barr/ West Carroll	Cambria
Dilltown Refuse	32733709	Brush Valley	Indiana
Dilltown Prep Plant	32841601	Brush Valley	Indiana
Marmon Refuse Site	56733702	Jenner	Somerset
Penn Pocahontas PPC Refuse Site	56743704	Brothersvalley	Somerset

RNS #24 Coal Refuse Disposal Area

E. The original permit (Coal Refuse Permit No. 500124) for the RNS #24 Coal Refuse Disposal Area (RNS # 24) was issued to the Jones and Laughlin Steel Corporation prior to 1974 and included a preparation plant. Coal refuse from the Lancashire #24 deep mine was placed in two piles (called the east pile and the west pile). In 1985, the permit was reissued as Coal Refuse Disposal Area (CRDA) # 32713707 to the Barnes and Tucker Company. Barnes and Tucker continued to actively run the preparation plant and refuse piles until June of 1986 when the Lancashire #24 deep mine and the preparation plant permanently closed. CRDA # 32713707 was revised to include only the east pile and transferred to RNS Services, Inc. on October 15, 1990. Beginning in January 1991,

RNS Services returned rejects and ash to the pile. The ash placement was completed in June 1995. On June 8, 2010, the permit was revised to reflect that RNS had dissolved and merged into Robindale.

F. RNS #24 is currently reclaimed, though it has open air space for future refuse and for beneficial use of coal ash. The only activity remaining on site is the passive treatment of a discharge.

G. A summary of the reclamation bonds currently posted for the RNS #24 Coal Refuse Disposal Area is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
32713707	Surety	ASIC	800000910	Active	\$266,700.00

H. RNS #24 has one discharge (PU) which is on the permit and emerges from a leachate drain and seep areas along the base of the east pile and enters a sump. PU then flows through a culvert underneath the Stiles Crossing township road, TR585, and into the treatment system.

I. A topographic map depicting the location of the PU is attached in Exhibit A. The latitude and longitude coordinates for PU are as follows: latitude 40° 35' 32" and longitude -78° 52' 33".

J. The raw water quality of the PU discharge for the period from January 1, 1996 through October 9, 2013 is set forth in Exhibit B.

K. The required effluent limits, as of this date, that are applicable for the PU discharge are as follows:

Effluent Limits for PU

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

L. The NPDES permit (no. PA0213551) for RNS #24 contains an outfall (001) for one mine drainage

treatment facility. The NPDES permit has been renewed with each CRDA renewal that occurs every five years. It is anticipated that Robindale will continue to renew the mining and NPDES permits in the future.

M. Discharge PU flows into a treatment system ("Treatment System") which consists of a shallow collection and settling pond, which feeds into a successive alkalinity producing pond (SAP). The water flows from the SAP into a ditch and through six large settling ponds before final discharge into Dutch Run. Sludge removal is by vacuum truck with disposal onto the refuse pile

N. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

O. Robindale updated the Treatment System from a hydrated lime plant to a passive SAP system in June 1997 and rehabilitated the system in 2012 at a cost of approximately \$18,000. The six settling ponds have been in place since the refuse site was originally activated and cost data is not available.

P. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Treatment System, and/or AMDTreat cost estimates. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$858	\$837	\$100			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$ 1,795.00.

Q. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$34,008.00. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment Systems.

The RNS Lancashire #25 site

R. The original permit for RNS Lancashire #25 site (RNS #25) was issued to the Barnes and Tucker Company on May 5, 1966 for disposal of coal refuse from the Lancashire #25 deep mine. In 1974, Barnes and Tucker sold the refuse site to Inland Steel Coal Company. Inland Steel Coal Company received coal refuse disposal permit no. 500128 on April 12, 1979. On May 22, 1986, the site was re-permitted as CRDA no. 11743703. The site was transferred to Lancashire Coal Company, a fully-owned subsidiary of Inland, on July 21, 1987. Coal refuse was disposed of on site from 1966 until 1983 when the deep mine and associated preparation plant were shut down. On April 7, 1995, the permit was transferred to RNS which used the site for ash and boney pile reject disposal from April 1995 to 2002. From 2004 to 2007, the rejects from the adjacent 1.1 million cubic yard Barnes-Watkins abandoned boney pile that caused severe pollution of the West Branch Susquehanna River were disposed of on the site. On June 3, 2010, the permit was revised to reflect that RNS had dissolved and merged into Robindale.

S. RNS #25 is currently reclaimed, though it has open air space for future refuse and for beneficial use of coal ash. The only activity remaining on site is the passive treatment of the discharge from the leachate drain.

T. A summary of the reclamation bonds currently posted for RNS #25 is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
11743703	Surety	ASIC	800000912	Active	\$302,000.00

U. RNS #25 has one discharge (RP15) which is on the permit and emerges from two leachate drains and enters the first pond of the treatment system.

V. A topographic map depicting the location of the RP15 is attached in Exhibit A. The latitude and longitude coordinates for RP15 are as follows: latitude 40° 37' 19" and longitude -78° 44' 42".

W. The raw water quality of the RP15 discharge, for the period from January 1, 1996 through October 9, 2013, is set forth in Exhibit B.

X. The required effluent limits, as of this date, that are applicable for the RP15 discharge are as follows:

Effluent Limits for RP15

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

Y. The NPDES permit for RNS #25 (no. PA0214671) contains an outfall (004 or RP7) for one mine drainage treatment facility and two sedimentation ponds. The NPDES permit has been renewed with each Coal Refuse Disposal Permit (CRDP) renewal that occurs every five years. Robindale will continue to renew the mining and NPDES permits in the future.

Z. The treatment system for RP7 ("Treatment System") consists of three small settling ponds and a back-up caustic soda drip system. The discharge from the refuse pile is collected by two leachate drains and then enters three ponds before the final discharge into the West Branch Susquehanna River. The back-up caustic drip system is rarely used. Sludge is cleaned from the ponds and pumped onto the refuse pile as necessary.

AA. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

AB. The Treatment System was in place when the permit was transferred to Robindale. Current capital costs for the systems are not available and the original costs are no longer applicable.

AC. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Treatment System, and/or AMDTreat cost estimates. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$858	\$837	\$100		\$1,166	

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$2,961.00.

AD. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$9,285. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System.

Dilltown Coal Refuse Disposal Area

AE. The original permit for the Dilltown Coal Refuse Disposal Area was issued as coal refuse disposal permit no. 500085 on February 1, 1974, to the Oneida Mining Co. for refuse disposal from the Oneida Mine No. 4. Refuse disposal began on the site prior to 1974. On May 2, 1991 permit no. 32733709 was issued to PA Mines Corp for this refuse disposal site. The permit was then transferred to Custom Coals on November 17, 1993. The site was idle on or before November 1991 until April 2002. The permit was transferred to Robindale on February 1, 2002. Robindale began to reprocess the refuse and to beneficially use coal ash on the site with rejects from the pile in 2002.

AF. The Dilltown Refuse permit is an active beneficial use of coal ash site. The last of the refuse was removed in April 2011. The site will have on-going beneficial use of coal ash.

AG. A summary of the reclamation bonds currently posted for Dilltown Refuse is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
32733709	Surety	ASIC	800000913	Active	\$198,600.00
32733709	Surety	Rockwood	ISM2027	Active	\$86,797.00

32733709	Surety	Rockwood	ISM2298	Active	\$28,692.00
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AH. The Dilltown Refuse site has one discharge (UD2) which is the combined flow from two leachate drains which are collected and pumped to the treatment system. Both leachate drains and UD2 are on the permit.

AI. A topographic map depicting the location of UD2 is attached in Exhibit A. The latitude and longitude coordinates for UD2 are as follows: latitude 40° 29' 58" and longitude -79° 01' 55".

AJ. The raw water quality of the UD2 discharge, as compiled by the Department for the period from January 1, 1996 through October 9, 2013, is set forth in Exhibit B.

AK. The required effluent limits, as of this date, that are applicable for UD2 discharge are as follows:

Effluent Limits for UD2

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

AL. The NPDES permit for the Dilltown Refuse site (no. PA0214159) contains an outfall for two mine drainage treatment facilities. The NPDES permit has been renewed with each CRDP renewal that occurs every five years. Robindale will continue to renew the mining and NPDES permits in the future as this site is still open for the beneficial use of coal ash.

AM. The treatment system for UD2 ("Treatment System") consists of two collection and settling ponds, a lime plant and two large settling ponds. The discharge from the refuse and ash pile is collected by two leachate drains which empty into two separate collection and settling ponds. During refuse reprocessing (which is now completed), water was pumped, as needed, to the lime plant at approximately 200 gpm. The hydrated lime plant is no longer in use because the refuse has been excavated from the site and alkaline ash has been placed across the site so as to reduce flow and acidity. There is a second back-up settling pond that is currently used for dust control on the

roads and refuse pile and this pond does not normally discharge. In the past, sludge was removed by vacuum truck and an excavator and placed in the refuse pile.

AN. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

AO. The hydrated lime treatment system was in place when the permit was transferred to Robindale. Current capital costs for the systems are no longer applicable as this plant is not in use.

AP. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Treatment System, and/or AMDTreat cost estimates. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$858	\$837	\$100			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$ 1,795.00.

AQ. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$1,934.00. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System.

The Dilltown Prep Plant

AR. The original permit for the Dilltown Prep Plant was issued to Pennsylvania Mines Corporation as IW permit no. 3274202. The site which was used to prep and clean coal from the Oneida No. 4 deep mine was re-permitted in 1986 as Coal Mining Activity Permit (CMAP) 32841601. The site was idled when the Oneida No. 4 deep mine closed. The permit was transferred to Custom Coals on November 17, 1993. The permit was transferred

to Robindale on February 1, 2002. On November 15, 2007, Robindale revised the permit to allow the beneficial use of coal ash. Robindale removed refuse and used ash to reclaim the tipples and conveyor areas of the permit and completed the reclamation in 2010.

AS. Surface reclamation at the Dilltown Prep Plant has been completed since 2010, except for the reclamation of the surface areas associated with the Treatment System.

AT. A summary of the reclamation bonds currently posted for the Dilltown Prep Plant is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
32841601	Surety	ASIC	800000909	Active	\$47,655.00
32841601	CD- for water treatment	First Citizens National Bank	210931226	Active	\$50,936.00

AU. The Dilltown Prep Plant has a post-mining discharge (MD-1) which emerges from the Oneida No. 4 deep mine slope entry. The discharge is on the permit and is conveyed to a passive treatment system that is also on the permit. Robindale accepted responsibility to treat the deep mine discharge when it transferred the permit and posted a bond to cover the costs for the long-term treatment by the passive system in the amount of \$50,936.00.

AV. A topographic map depicting the location of the MD-1 is attached in Exhibit A. The latitude and longitude coordinates for MD-1 are as follows: latitude 40° 29' 20" and longitude -79° 01' 13".

AW. The raw water quality of the MD-1 discharge, as compiled by the Department for the period from January 1, 1996 through October 9, 2013, is set forth in Exhibit B.

AX. The required effluent limits, as of this date, that are applicable for MD-1 discharge are as follows:

Effluent Limits for MD-1

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

AY. The NPDES permit for the Dilltown Prep Plant (no. PA0214159) contains an outfall (006) for a passive treatment system. The NPDES permit has been renewed with each CMAP renewal that occurs every five years. Robindale will continue to renew the mining and NPDES permits in the future.

AZ. Discharge MD-1 is treated by a passive treatment system ("Treatment System"). The discharge is collected by a culvert system and is conveyed through a several wetland cells and ponds before final discharge into an unnamed tributary to Blacklick Creek.

BA. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

BB. The passive treatment system for the Oneida deep mine discharge was in place when the permit was transferred to Robindale. Current capital costs for the systems are not available and the original costs are no longer applicable.

BC. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Treatment System, or AMDTreat cost estimates where insufficient operation and maintenance cost data exist. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$858	\$837	\$100			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$ 1,795.00.

BD. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software

tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$1,934.00. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System.

Marmon Coal Refuse Disposal Site

BE. The original permit for the Marmon Coal Refuse Disposal site was issued as coal refuse disposal permit number 5000090 to M. F. Land Company, Inc. on March 21, 1974. The site was used for refuse disposal for the Marmon Coal Preparation Plant which processed coal from various surface mines and the Grove 1, 3, and 4 deep mines. The refuse disposal site was active until July 1985. On October 28, 1985, the site was primacy re-permitted as CRDP 56733702. The site was reclaimed, with the exception of the discharge, on or before June 1990. On January 31, 2000, M. F. Land Company, Inc. merged with several other companies into Penn Coal Land, Inc. On November 13, 2003, the permit was transferred to Robindale. Robindale reactivated the site in February 2008 and is currently removing the coal refuse. Robindale began to return beneficial use coal ash to the site in January 2011.

BF. Robindale reactivated the site in 2008 and is currently removing refuse and returning beneficial use coal ash to the site. The company anticipates the site being active for the next fifteen (15) years.

BG. A summary of the reclamation bonds currently posted for the Marmon Refuse Site is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
56733702	Surety	Rockwood	ISM2053	Active	\$385,233.00

BH. The Marmon Refuse site has a post-mining discharge, SW4, which emerges from the pile's leachate underdrain. SW4 is on the permit and flows through a series of ponds and is ultimately pumped to a caustic soda treatment system before final discharge into Quemahoning Creek. Over the next few years, Robindale plans to diminish or abate the SW4 discharge by means of excavating the acidic refuse that is contaminating the underdrain and by backfilling with beneficial use coal ash. A small Railroad Seep is pumped up to the fourth treatment pond.

BI. A topographic map depicting the location of SW4 is attached in Exhibit A. The latitude and longitude coordinates for SW4 are as follows: latitude 40° 08' 24" and longitude -79° 04' 08".

BJ. The raw water quality of SW4, as compiled by the Department on for the period from January 1, 1996 through October 9, 2013, is set forth in Exhibit B.

BK. The required effluent limits, as of this date, that are applicable for SW4 are as follows:

Effluent Limits for SW4

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	3.0 mg/l	6.0 mg/l	7.0 mg/l
Manganese (total)	2.0 mg/l	4.0 mg/l	5.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

BL. The NPDES permit for the Marmon Refuse site (no. PA0110035) contains an outfall (001) for one mine drainage treatment facility. The NPDES permit has been renewed with each CRDP renewal that occurs every five years. It is anticipated that Robindale will continue to renew the mining and NPDES permits in the future.

BM. Discharge 001 flows into a caustic soda treatment system ("Treatment System"). The discharge from the refuse pile is collected by a leachate drain and a drainage ditch and then flows through two ponds. The water is pumped, as needed, from the second pond into a third settling pond. The third pond is pumped, as needed, to the caustic shed where the water is mixed with caustic soda from two storage tanks. The water flows into a fourth pond, for polishing. Water from the Rail Road seep, is also pumped to the fourth pond to mix with the treated water. The water then flows into a fifth pond, before it is piped to the final discharge point into Quemahoning Creek. Robindale often uses the treated water for dust control.

BN. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

BO. The caustic soda treatment system was in place when the permit was transferred to Robindale. Current capital costs for the systems are not available and the original costs are no longer applicable. Robindale may convert the treatment system to a lime plant in the near future.

BP. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale

have agreed to use actual operation and maintenance costs from past operations of the Treatment System, and/or AMDTreat cost estimates. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$855	\$8,190	\$65,193			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$74,241.00.

BQ. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$45,505.00. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System.

Penn Pocahontas PPC Coal Refuse Site

BR. The original permit for the Penn Pocahontas Refuse site was originally issued to Penn Pocahontas Coal Co. as coal refuse disposal permit 500133 on April 20, 1978. The refuse site was activated prior to 1960 and accepted coal waste from an adjacent coal cleaning plant, Prep Plant No. 1 until 1987. On July 10, 1986, the permit was reissued under primacy re-permitting as CRDP 56743704. Penn Pocahontas Coal Co. reclaimed the pile, with the exception of the discharge, by September 1987. On September 23, 2004, the permit was transferred to Robindale and water treatment continued under Robindale. A separate permit, SMP 56070201, was issued in order to remove refuse and to return beneficial use coal ash to the site.

BS. Under SMP 56070201, Robindale completed the removal of the coal refuse in December 2010 and the surface was completely reclaimed by the summer of 2011. The reclamation under SMP56070201 reduced

the treatment cost at CRDP 56743704.

BT. A summary of the reclamation bonds currently posted for the Penn Pocahontas PPC Refuse Site is as follows:

PERMIT NO.	BOND TYPE	FINANCIAL GUARANTOR	BOND INSTRUMENT NO.	BOND STATUS	BOND AMOUNT
56743704	Surety	Rockwood	ISM2108	Active	\$118,849.00

BU. The Penn Pocahontas refuse site has one discharge, LW-1, associated with coal refuse disposal on the site. LW-1 emerges from a leachate drain and is on the permit.

BV. A topographic map depicting the location of LW-1 is attached in Exhibit A. The latitude and longitude coordinates for LW-1 are as follows: latitude 39° 53' 50" and longitude -79° 01' 39".

BW. The raw water quality of LW-1, as compiled by the Department for the period from January 1, 1996 through October 9, 2013, is set forth in Exhibit B.

BX. The required effluent limits, as of this date, that are applicable for LW-1 are as follows:

Effluent Limits for LW-1

Parameter	30-Day Average	Daily Maximum	Instantaneous Maximum
Iron (total)	1.5 mg/l	3.0 mg/l	3.8 mg/l
Manganese (total)	1.0 mg/l	1.0 mg/l	1.0 mg/l
Suspended solids	35 mg/l	70 mg/l	90 mg/l
pH ¹		greater than 6.0; less than 9.0	
Alkalinity greater than acidity ¹			

¹The parameter is applicable at all times.

BY. The NPDES permit for the Penn Pocahontas Refuse site (no. PA0214931) contains one outfall (001). The NPDES permit will be renewed with each permit renewal that occurs every five years. Robindale will continue to renew the mining and NPDES permits in the future.

BZ. LW-1 flows into a VFP passive treatment system ("Treatment System") that Robindale constructed in October 2013.

CA. The Treatment System is situated on land owned by Robindale which shall submit within 60 days of its execution of this COA, a properly executed Consent to Right of Entry form which grants the parties and the trustee access to the Treatment System. A copy of the Consent to Right of Entry is attached as Exhibit G.

CB. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use actual operation and maintenance costs from past operations of the Treatment System, and/or AMDTreat cost estimates. A summary of current annual operation and maintenance costs for the Treatment System is as follows:

Table of Current Annual Operation and Maintenance Costs

CATEGORY	SAMPLING	LABOR	MAINTENANCE	PUMPING	CHEMICAL	SLUDGE REMOVAL
Rate	(\$27./sample)	(\$35./hr.)				
Annual Cost	\$858	837	\$100			

Based on actual operation and maintenance costs from past operations and AMDTreat cost estimates, the current annual cost of operating and maintaining the Treatment System is \$1,795.00.

CC. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs is \$35,942.00. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System.

Post-Mining Treatment Trust

CD. Robindale agrees it has the legal responsibility, pursuant inter alia to the Surface Mining Act and the Clean Streams Law, to properly treat or abate the discharges identified in Paragraphs A through CC above.

CE. Robindale is willing to establish a post-mining treatment trust with First National Trust Co. as an alternative financial assurance mechanism, (and a financially-backed enforceable contract), in order to provide for the long-term treatment of post-mining discharges and secure the release of reclamation bonds upon completion of all other reclamation requirements. Robindale agrees to establish the Robindale Global Treatment Trust by

executing a Post-Mining Treatment Trust Agreement with First National Trust Co which conforms with the Department's model trust agreement.

CF. The parties have discussed the need to obtain accurate and timely information on the costs of operating and maintaining the Treatment Systems in order to maintain the proper amount of financial assurance. Based on actual operation and maintenance costs from the year 2010-2012 and cost estimates from the AMDTreat software, the current annual cost of operating and maintaining the six Treatment Systems is **\$84,382.00**.

CG. In order to calculate the amount necessary to fully fund the trust, the Department and Robindale have agreed to use recapitalization and demolition cost data generated by the Department's AMDTreat software tool. According to the AMDTreat software tool, the present value of recapitalization costs for the combined six sites is **\$125,513**. Attached as Exhibit E is the AMDTreat Recapitalization Cost schedule for the Treatment System. The parties have agreed to use the formulas set forth below in Paragraph 3. g. (plus the Recap value and the Insurance PV value) to calculate the present value of the Robindale Global Treatment Trust. The parties agree that the present value of the fully-funded Robindale Global Treatment Trust for the discharges covered by this Consent Order and Agreement is **\$2,031,746.65**. This sum constitutes the current present value of the estimated future operation and maintenance costs for the Treatment Systems, and the current present value of the estimated future recapitalization costs for the Treatment Systems. The parties have also agreed to use the information and figures which will be provided by the Accounting required by Paragraph 4 to recalculate and adjust the amount of the Robindale Global Treatment Trust as described in Paragraphs 8 and 10 below. The parties have agreed to a payment schedule found in paragraph 6.b.

ORDER

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

1. This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5 and 691.610; Section 4.3 of the Surface Mining Act, 52 P.S. § 1396.4c; Sections 3.1 and 9 of the Coal Refuse Disposal Act, 52 P.S. §§ 30.53a and 30.59; Section 9

of the Subsidence Act, 52 P.S. § 1409.9, and Section 1917-A of the Administrative Code, 71 P.S. § 510-17. The failure of Robindale to comply with any term or condition of this Consent Order and Agreement shall subject Robindale to all penalties and remedies provided by those statutes for failing to comply with an order of the Department.

2. Findings

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

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

3. Definitions

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

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

c. Annual Anniversary Date. Thirty (30) days after the last day of Robindale's fiscal year or thirty (30) days after the last day of any fiscal year which Robindale may adopt in the future.

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

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

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

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

$$\begin{array}{lll} \text{where:} & \text{PV} & = (A/[E-I]) + A \\ & \text{PV} & = \text{Present Value of the O\&M Costs} \\ & \text{A} & = \text{Current Actual Treatment Cost} \end{array}$$

E	=	Expected annual earnings/Interest Rate (assumed to be 8.43% or .0843)*
I	=	Inflation Rate (assumed to be 3.1% or .031)

** {The expected annual earnings of the trust will depend on the trust's investment parameters, including the amount of the trustee's fee. The Department will consider a fairly aggressive investment strategy consisting of up to 80% stocks and 20% bonds, however the operator can select a more conservative investment strategy. The trustee's fee schedule must be negotiated by the operator.*

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

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

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

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

4. Annual Treatment Costs; Records; Factors; Accounting

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

b. Robindale shall keep separate records for each of the following Treatment Sites: RNS #24 Coal Refuse Disposal Area, RNS Lancashire #25, RES Dilltown Refuse, RES Dilltown Prep Plant, RES Marmon Refuse Site, RES Penn Pocahontas PPC Refuse Site.

c. Robindale shall provide an annual accounting of the costs and expenses of annual treatment to the Department on or before the 90th day following the last day of the fiscal year for which the Accounting is being provided. The Accounting shall cover the period beginning on January 1 and continuing through December 31 of each year, or other fiscal year as

Robindale may adopt for its corporate finances in the future, and shall be in accordance with Generally Accepted Accounting Principles. The Accounting shall be accompanied by an affidavit of the treasurer or other corporate officer responsible for the financial affairs of Robindale and by the President of Robindale attesting to the completeness and accuracy of the records of the costs and expenses of annual treatment as reported in the Accounting.

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

e. In the event of a dispute about the costs and expenses of treatment incurred by Robindale, Robindale shall bear the burden of proving the accuracy and completeness of the Accounting and the records upon which the Accounting is based. A Special Report prepared under Generally Accepted Accounting Principles as to the treatment costs incurred by Robindale, prepared by an independent licensed public or certified public accountant, shall satisfy Robindale's burden of proof as to any of these matters.

5. Treatment Trust

a. Within 60 days of the execution of this COA, Robindale shall establish an irrevocable trust to be known as the Robindale Global_Treatment Trust by executing a Post-Mining Treatment Trust Agreement with the First National Trust Company. The Robindale Global Treatment Trust shall secure Robindale's obligation to treat the discharges known as: UD2, MD-1, SW4, LW-1, RP15, PU, including its legal obligation to operate and maintain the Treatment Systems in perpetuity or until water treatment is no longer necessary. The Robindale Global Treatment Trust shall also secure Robindale's obligation to provide financial resources to the Department and the citizens of the Commonwealth sufficient to operate and maintain the Treatment Systems and to treat the mine drainage in perpetuity in the event Robindale becomes unable or unwilling to meet these obligations. The Robindale Global Treatment Trust shall provide for the demolition of treatment facilities and reclamation of the treatment site should treatment no longer be needed. The Global Treatment Trust agreement is attached as Exhibit F.

b. Robindale shall establish within the Robindale Global Treatment Trust two sub-

accounts: (i) a sub-account designated as the Primary Trust Account; and, (ii) a sub-account designated as the Capital Improvement Account.

6. Funding of the Primary Trust Account

a. Initial Payment to the Primary Trust Account: Within 60 days of the execution of this Consent Order and Agreement, Robindale shall deposit an amount of \$ 492,000.00 into the Primary Trust Account.

b. Ongoing Payments to the Primary Trust Account: Robindale will deposit subsequent payments as per Exhibit H into the Primary Trust Account as follows:

i. On January 1, 2015, Robindale shall deposit \$492,000.00 into the Primary Trust Account.

ii. On January 1, 2016, Robindale shall deposit \$492,000.00 into the Primary Trust Account.

iii. On January 1, 2017, Robindale shall deposit \$487,483.22 into the Primary Trust Account.

This final payment amount may need adjusted to correspond with the performance of the Trust Fund. Payments will be required without notice.

c. The necessary value (Primary Target Valuation plus the Recap value and the Insurance PV value) of the Treatment Trust at the end of each year from 2014 to 2017 is set forth in Exhibit H, assuming an annual growth rate of 8.43%, inflation of 3.1% and no change in operating and maintenance costs.

7. Annual Distribution or Contribution Payments – Primary Trust Account

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

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

c. If at the end of any year the Primary Trust Valuation is greater than the Primary

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

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

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

Where:

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

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

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

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

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

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

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

c. As stated in Paragraph BH, Robindale plans to diminish or abate the SW4 discharge at the Marmon site by means of excavating the coal refuse and by backfilling with coal ash. If Robindale reduces the treatment costs at the Marmon site by diminishing or abating the SW4 discharge as documented by Department water sampling, and by the annual treatment cost reported by Robindale, the parties agree that the trust amount shall be recalculated and reduced. Any return of money pursuant to this section 8.c. is not subject to the requirements of Paragraphs 7,8.b.,9,10 and 13.

9. Distribution Payments for Adjustments to the Primary Target Valuation

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

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

c. If the newly calculated Primary Target Valuation which has been adjusted under Paragraph 8. above is based on a reduced Actual Treatment Cost, and the Primary Trust Valuation is greater than the newly calculated Primary Target Valuation, then a Distribution Payment shall be made to Robindale. The amount of such Distribution Payment will be equal to the percent change in Actual Treatment Cost times the Primary Trust Valuation, or in an amount equal to the

difference between the Primary Trust Valuation and the newly calculated Primary Target Valuation, whichever is less. The amount of such Distribution Payment shall be determined by the following formulas:

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

Or

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

Where:

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

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

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

Where:

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

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

10. Capital Improvement Account

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

b. The required balance in the Capital Improvement Account has been determined by use of the AMDTreat Recapitalization tool based on the following methodology: For each

planned capital replacement activity, the current cost and the projected year of replacement, are determined. The future cost of each replacement activity is calculated by compounding the present cost at a rate of 3.1% annually. The year in which each replacement activity will be needed is projected based on typical component life cycles. Assuming a net rate of return on investment of 8.43%, the initial amount of the Capital Improvement Account must be sufficient to cover all anticipated expenditures for capital replacement activities for a 75-year period.

c. A schedule for the Capital Improvement Account balance and projected capital expenditures is made a part of this agreement as Exhibit E. The required balance in the Capital Improvement Account may be recalculated on an annual basis or each time a Distribution Payment is contemplated under Paragraph 12. Such recalculation shall be deemed an amendment to Exhibit E and this Consent Order and Agreement, and shall be used in making all future calculations involving the Capital Improvement Account.

11. Transfer of Funds to the Capital Improvement Account

a. The provisions of this Paragraph do not apply if the Primary Trust Valuation includes the value of surety bonds.

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

12. Distribution Payments from the Capital Improvement Account

a. A distribution payment shall be made to Robindale any time a planned capital replacement is made as indicated on Exhibit E. The capital replacement and maintenance activities shall be made as needed, which may be sooner or later than the projected time. The amount of the Distribution Payment shall be equal to the calculated cost of the Capital

Improvement as indicated on Exhibit E, or in an amount equal to the difference between the current balance in the Capital Improvement Account and the required balance after the capital improvement Distribution Payment, whichever is less.

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

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

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

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

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

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

d. Surplus funds in the Capital Improvement Account or the Primary Trust Account may be used by Robindale to implement remediation or abatement activities to reduce or

eliminate the discharge, or to improve the quality of the discharge, provided the Department first approves such activities.

14. Real and Personal Property

a. Within 60 days of the effective date of this Consent Order and Agreement, Robindale shall create a complete inventory of all the equipment, facilities, and other personal property used for the treatment of the mine discharges described above in Paragraphs E through CC ("Personal Property"). At a minimum, the complete inventory shall include the Personal Property listed in Exhibit I. Upon completion of the inventory, Robindale shall submit the inventory to the Department for review and approval. Within 30 days of receipt of written approval of the inventory by the Department, Robindale shall transfer and convey to the Trustee, without reservation, all Personal Property including, but not limited to, the equipment and other property listed in the inventory in order to ensure continued treatment of the discharges in the event Robindale enters bankruptcy, ceases to exist, or is unable or unwilling to continue treatment. Said transfer and conveyance shall be substantially in the same form as the Bill of Sale and License Agreement attached hereto as Exhibit J.

b. The provisions of Paragraph 14.a. notwithstanding, for so long as Robindale is continuing treatment, Robindale shall be responsible for maintaining and replacing/upgrading, as appropriate, the Personal Property used for the treatment of the mine discharges described above in Paragraphs E through CC. Robindale's replacement/upgrade of any of the Personal Property previously conveyed as set forth in Paragraph 14.a. to the Trustee shall only be done with the express written consent of the Trustee and the Department. All parts, additional equipment, replacements, and upgrades to the Personal Property shall immediately and automatically become the property of the First National Trust Company as Trustee of the Robindale Global Treatment Trust.

c. Within 60 days of the effective date of this Consent Order and Agreement, Robindale shall submit to the Department and the Trustee all Rights of Entry needed by the Department and the Trustee to gain legal access to the real property containing the equipment and facilities for the treatment of the mine discharges described above in Paragraphs E through CC. These Rights of Entry are more fully described in Paragraphs N, AA, AN, BA, BN and CA, above. Each Right of Entry shall be substantially in

the same form as the Right of Entry attached hereto as Exhibit G. If any portion of a property subject to a Right of Entry is sold, Robindale shall obtain a properly executed Consent to Right of Entry form from the new owner and submit it to the Department and the Trustee.

15. Public Liability Insurance

a. Robindale shall maintain in effect public liability insurance coverage for the operation, maintenance, improvement and all other activities associated with the Treatment Systems and the real and personal property which is identified in the Post Mining Treatment Trust Agreement as part of the trust principal. Robindale shall also provide fire damage insurance in the amount of \$ 500,000.00. The Trustee and the Commonwealth of Pennsylvania shall be listed as additional insureds on the policy.

b. In addition to the requirements of Paragraph 15.a. the public liability insurance shall be written on an occurrence basis and shall provide bodily injury and property damage coverage in the minimum amounts of \$500,000 per person and \$1,000,000 per occurrence. The insurance shall include a rider requiring the insurer to notify the Department thirty days prior to substantive changes being made to the policy or prior to termination or failure to renew. Proof of insurance shall consist of a certificate of insurance filed annually with the Department which certifies Robindale has a public liability insurance policy in force meeting the requirements of this Paragraph.

16. Annual Requirements

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

b. The Operator shall provide annually to the Department, on forms furnished by the Department, the information required by 25 Pa. Code §§ 86.62(b) and (c) (relating to identification of interests).

17. Robindale's Continuing Obligation

Neither Robindale's agreement to fund the Robindale Global Treatment Trust nor the full or partial funding of the Robindale Global Treatment Trust, nor the exhaustion of the Robindale Global Treatment Trust shall in any way limit Robindale's obligation to operate the Treatment Systems and to treat the discharge(s) covered by this Consent Order and Agreement in a manner which meets the effluent limitations described in Paragraphs K-BX above. Furthermore, exhaustion of the Robindale Global Treatment Trust shall not excuse Robindale from Robindale's obligation to adequately treat or to abate the discharges.

18. Stipulated Civil Penalties

a. In the event Robindale fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, Robindale shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$100.00 per day for each violation.

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

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

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

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

19. Additional Remedies

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

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

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

20. Reservation of Rights

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

21. Liability of Robindale

Robindale shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Robindale also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

22. Transfer of Sites

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

b. If Robindale intends to transfer any legal or equitable interest in the Robindale

Sites which is affected by this Consent Order and Agreement, Robindale shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Director, District Mining Operations, Department of Environmental Protection, 25 Technology Drive, Coal Center, PA 15423; phone 724-769-1082 and the District Mining Manager identified in ¶ 23 of such intent.

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

23. Correspondence with Department

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

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

24. Correspondence with Robindale

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

D. Scott Kroh President
Robindale Energy Services
224 Grange Hall Road,
P.O. Box 228,
Armagh, PA 15920-0228.

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

25. Force Majeure

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

b. Robindale shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Robindale to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. Robindale's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

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

26. Severability

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

27. Entire Agreement

This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior

or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

28. Attorney Fees

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

29. Modifications

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

30. Titles

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

31. Successors

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

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


33. Counterpart Signatures

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

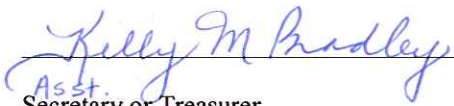
IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be

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

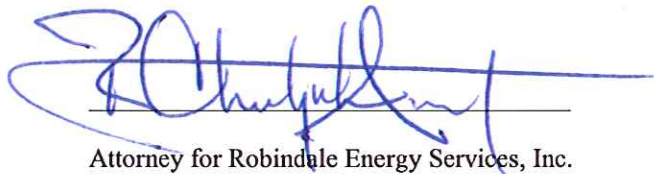
**FOR ROBINDALE ENERGY SERVICES,
INC.:**



President or Vice President



Asst.
Secretary or Treasurer




Attorney for Robindale Energy Services, Inc.

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



District Mining Manager

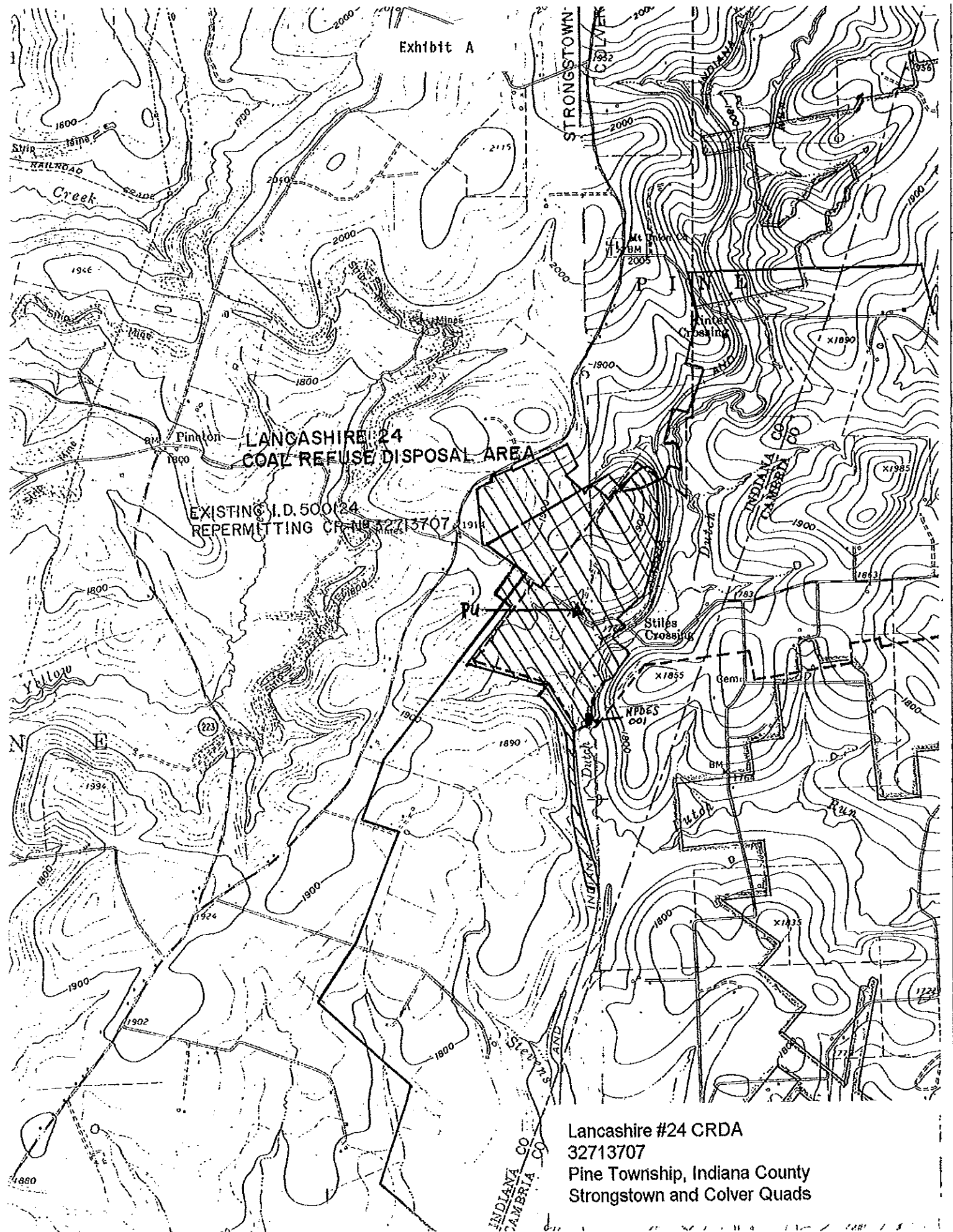


Regional Counsel
Southcentral Region OCC

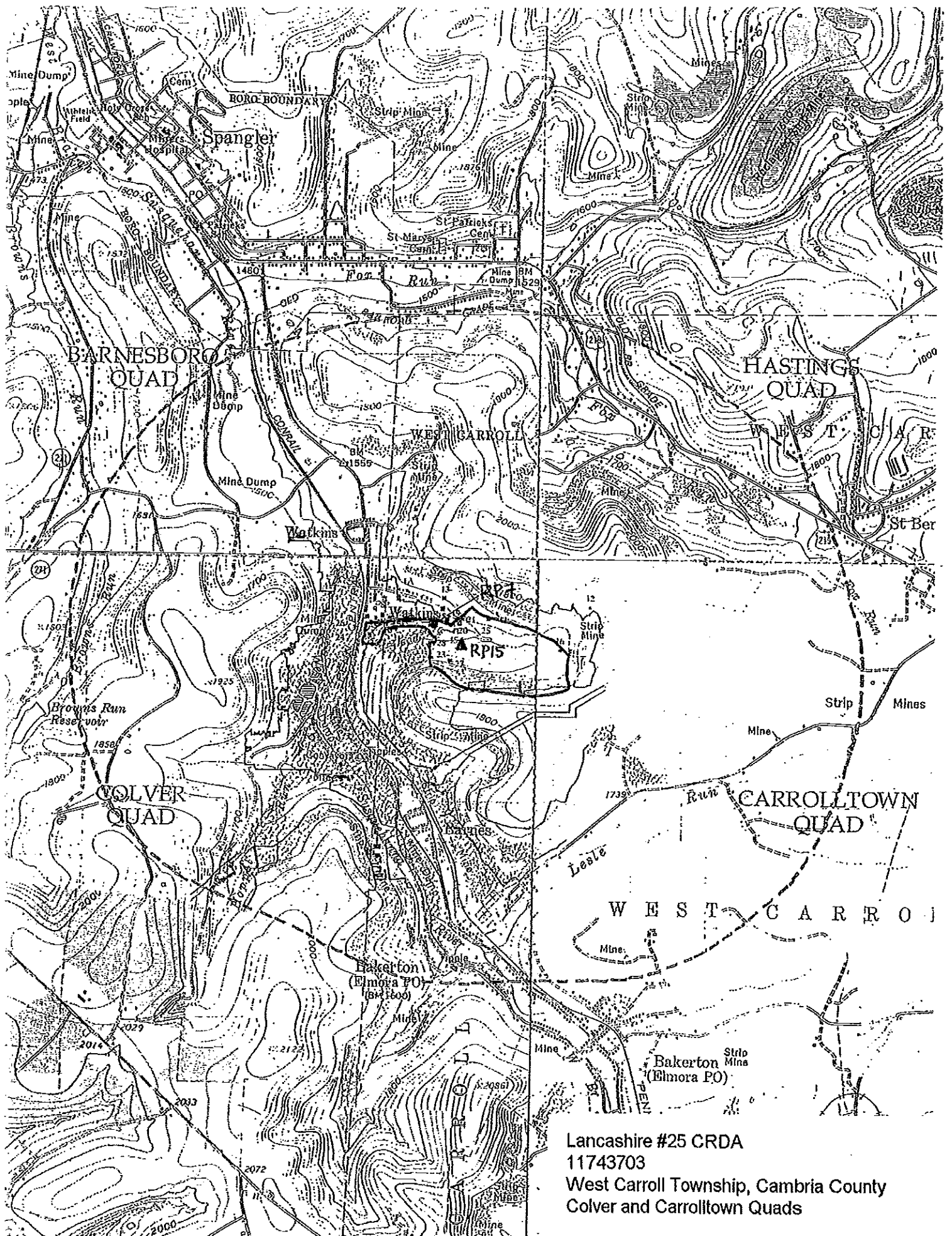
List of Exhibits

- A. Topographic Site Maps
- B. Raw Water Quality
- C. Distribution Payment
- D. Primary Basis Valuation Recalculation
- E. AMD Treatment Recapitalization Cost
- F. Robindale Global Treatment Trust Agreement
- G. Consent to Right of Entry
- H. Primary Trust Valuation
- I. Personal Property
- J. Bill of Sale and License

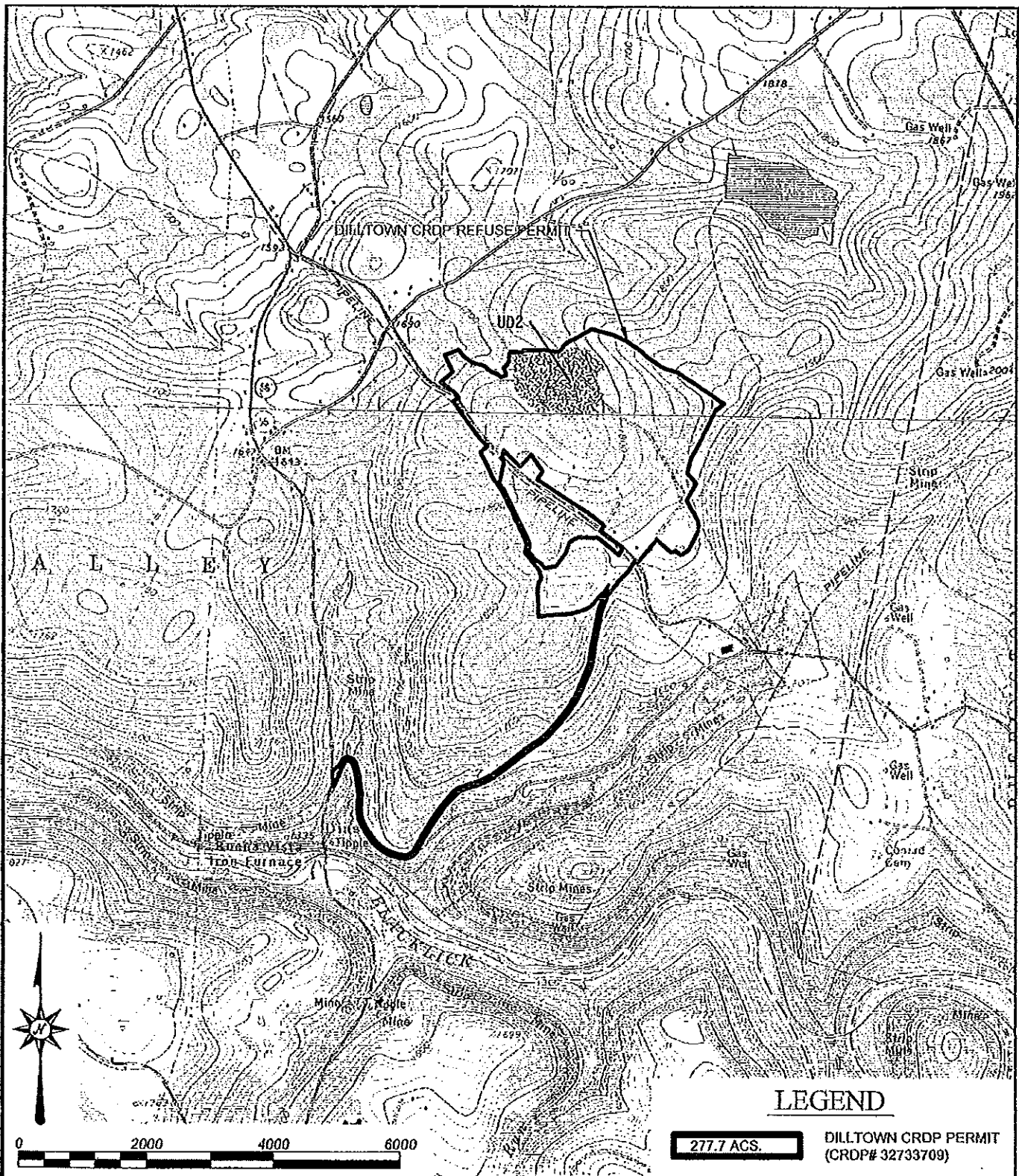
Exhibit A



Lancashire #24 CRDA
32713707
Pine Township, Indiana County
Strongstown and Colver Quads



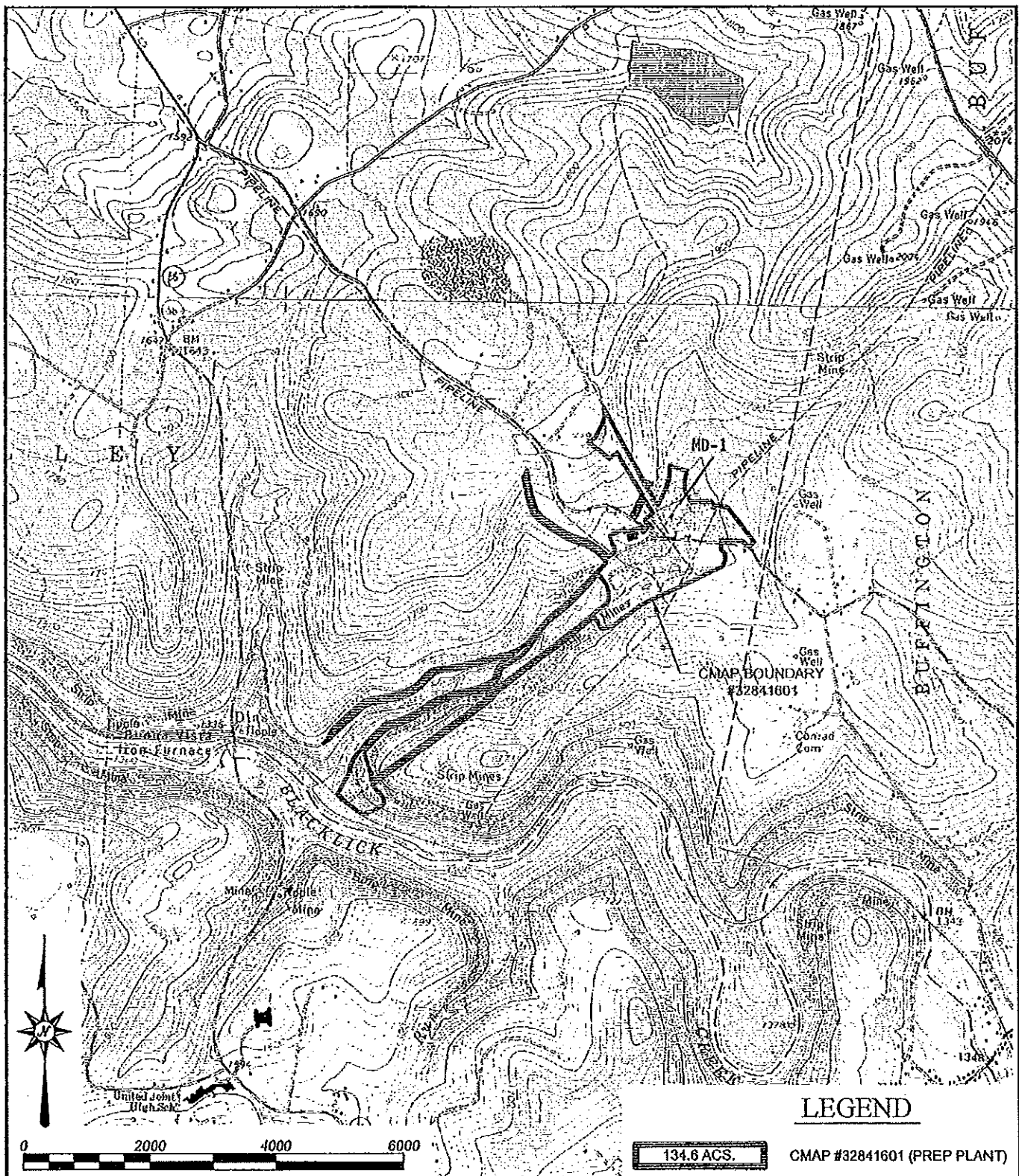
Lancashire #25 CRDA
11743703
West Carroll Township, Cambria County
Colver and Carrolltown Quads



Drawn By:	TAK
Checked By:	SWH
Date:	03-11-2014
Scale:	1" = 2000'
Project No.:	0115-L391
File Name:	Dilltown Facility - Base & Stages.dwg
Drawing:	1 of 1

CME
ENGINEERING
CME ENGINEERING LP
975 Georges Station Rd, Ste 100, Greensburg, PA 15601
724-672-4800 FAX: 724-672-4801

SITE MAP
ROBINDALE ENERGY SERVICES, INC.
DILLTOWN FACILITY
CRDP# 32733709
BRUSH VALLEY TOWNSHIP
INDIANA COUNTY, PENNSYLVANIA



Drawn By:	TAK
Checked By:	SWH
Date:	03-11-2014
Scale:	1" = 2000'
Project No.:	0115-L391
File Name:	Dilltown Facility - Base & Stages.dwg
Drawn By:	1 of 1

CME
ENGINEERING
CME ENGINEERING LP
975 Georges Station Rd, Ste 100, Greensburg, PA 15601
724-672-4800 FAX: 724-672-4801

SITE MAP
ROBINDALE ENERGY
SERVICES, INC.
DILLTOWN FACILITY
CMAP #32841601
BRUSH VALLEY TOWNSHIP
INDIANA COUNTY, PENNSYLVANIA



Penn Pocahontas Refuse Site
56743704
Brothersvalley Township, Somerset County
Murdoch Quad

10/09/2013

Module 8.1A By Primary Facility

Page 1 OF 1

Primary Facility: 32713707

Monitoring Point: PU

Coll ID	Seq	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4302	197	06/25/1996				3.4		0.0	230.00	32.4	5.87	18.1	644.0	8.0	22.200
4302	333	06/25/1997				3.0		0.0	592.00	60.4	14.4	57.4	1462.3	20.0	49.400
4302	483	10/14/1997				3.0		0.0	826.00	32.4	23.2	104	2109.9	<3	93.200
4302	048	02/04/1998				3.9		0.0	162.00	6.59	6.95	24.1	1163.2	<3	56.500
4339	172	07/28/1998	10	10	Est	2.9		0.0	982.00	32.5	20.9	107	2896.3	<3	101.000
4302	326	08/06/1998				3.0		0.0	1012.00	38.5	26.3	140	3091.4	8.0	125.000
4302	364	09/08/1998				3.4		0.0	436.00	10.7	12.9	60.4	1779.0	<3	74.300
4302	499	12/09/1998				3.4		0.0	720.00	13.3	26.5	118	2825.0	<3	146.000
4302	148	04/12/1999	30	30	Est	3.4		0.0	228.00	25.8	6.36	35.1	1023.7	<3	67.600
4302	000	08/02/1999	0	0		3.8		0.0							
4302	129	03/07/2000				3.7		0.0	352.00	55	7.37	39.8	1879.7	<3	101.000
4302	170	04/03/2000				3.6		0.0	340.00	60.6	6.32	35.8	1592.0	4.0	99.000
4302	392	10/24/2000	4	4	Meas	4.7		13.4	168.00	44.1	9.56	17.7	1841.7	38.0	144.000
4302	062	03/13/2001	40	40	Est	4.5		7.6	60.0	4.89	2.35	11	495.1	<3	
4302	171	05/03/2001				3.4		0.0	450.0	56.6	13.3	53.4	2042.9	144.0	
4302	218	07/02/2001				3.9		0.0	340.0	13.2	16	48.1	2121.3	90.0	
4302	282	10/04/2001	1	2	Est	3.7		0.0	254.0	16.8	17.3	33.2	2220.1	24.0	
4302	106	03/07/2002	8.89	8.89	Meas	4.5		11.0	299.60	53	8.27	35.6	1223.1	22.0	
4302	142	04/02/2002				4.4		14.8	346.60	35.6	6.15	32.4	1368.7	8.0	
4302	311	10/16/2002				4.1		5.8	241.00	42	11.4	29.9	2292.1	24.0	
4302	013	01/13/2003	6	6	Meas	4.0		2.0	319.00	38.2	7.82	39.3	1106.2	28.0	
4302	088	04/03/2003				3.9		0.2	276.00	27.1	7.45	36.4	1705.0	8.0	
4302	252	10/08/2003	8.89	8.89	Meas	4.5		12.6	184.40	22.8	7.39	23.2	1433.9	24.0	
4302	387	03/16/2004	16.7	16.7	Meas	4.2		7.2	226.40	25	7.16	31	1885.1	22.0	
4302	412	04/07/2004	16.7	16.7	Meas	3.9		0.0	184.00	13.7	6.33	26.1	1360.4	30.0	
4302	549	10/05/2004	27.5	27.5	Meas	4.0		3.6	165.00	23	8.4	20.7	1433.7	12.0	
4302	052	02/15/2005	34.2	34.2	Meas	4.4		8.8	104.80	7.87	4.45	12.6	1112.2	<3	
4302	101	04/04/2005	34.2	34.2	Meas	4.2		7.6	120.40	7.09	4.78	14.4	1290.3	18.0	
4302	035	01/19/2006				4.5		10.8	118.00	14	4.29	12	1150.5	14.0	
4302	004	01/08/2007				4.9		11.0	66.20	5.08	3.08	7.03	916.7	<3	
4302	104	04/05/2007				4.4		10.4	180.40	15.62	5.592	24.15	1284.9	10.0	
4302	266	12/10/2008				6.8		33.6	-12.80	3.676	1.864	1.081	648.4	10	
4454	003	01/04/2011				5.5		14.8	81.40	29.338	5.434	8.555	1585.9	32	

Exhibit B

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Module 8.1A By Primary Facility

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Primary Facility: 11743703

Monitoring Point: RP15

Exhibit B

Coll ID	Seq	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MMN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4305	115	06/18/1996				6.9	210.0		0	11	5.48	.697	1576.0	13.2	>300.000
4305	231	09/30/1996				7.3	194.0		0	4.32	3.7	<.5	1503.0	42.0	264.000
4339	010	09/12/1997				7.1	244.0		0	9.36	3.54	<.5	1455.0	<3	>300.000
4302	341	08/13/1998				6.9	280.0		0	8.47	3.24	<.5	907.0	22.0	148.000
4339	242	01/21/1999				6.9	134.0		0	14	2.98	1.62	946.9	32.0	216.000
4339	316	05/14/1999				7.0	178.0		0	18.5	4.17	.659	1403.6	48.1	251.000
4339	377	08/12/1999	15	15	Est	7.1	298.0		0	9.24	3.92	<.2	1020.0	12	226.0
4302	395	10/25/1999				7.1	284.0		0	<.3	.176	<.5	1091.0	<3	197.000
4302	096	02/23/2000				6.9	164.0		0	4.75	2.8	.523	730.0	4.0	165.000
4302	246	05/19/2000				7.1	280.0		0	8.46	3.85	<.5	1078.0	<3	178.000
4323	433	11/16/2000	15	15	Meas	6.9	294.0		0	6.73	3.92	<.5	771.7	<3	144.000
4323	506	02/06/2001	30	30	Est	7.0	304.0		0	9.26	3.68	<.5	774	44.0	
4323	629	03/28/2001	25	25	Est	7.0	292.0		0	19.1	4.53	<.5	1086	46.0	
4323	688	04/18/2001	30	30	Est	6.9	300.0		0	12.2	4.41	<.5	1040.7	16.0	
4323	783	05/06/2001	30	30	Est	6.9	316.0		0	7.08	3.93	<.5	985.4	12.0	
4323	848	07/18/2001	12	12	Est	6.9	316.0		0	20.4	4.22	<.5	1138.2	38.0	
4323	897	08/13/2001	25	25	Est	7.0	318.0		0	16.7	4.41	<.5	1998.7	46.0	
4323	086	02/15/2002	15	15	Est	7.0	300.0		0.00	4.32	3.81	<.5	975.9	10.0	
4323	206	04/26/2002	25	25	Est	6.6	92.0		0.00	<.3	<.05	<.5	200.1	<3	
4323	417	08/07/2002	30	30	Est	7.3	298.0		0.00	16.1	3.97	<.5	1452.8	42.0	
4323	475	10/09/2002	30	30	Est	7.2	312.0		0.00	6.23	3.13	<.5	1038.9	36.0	
4323	695	03/17/2003	600	600	Est	6.9	251.2		0.00	19.3	3.77	<.5	1044.6	22.0	
4323	821	05/07/2003	60	60	Est	6.9	261.4		0.00	24	4.67	<.5	1285.3	40.0	
4323	003	07/22/2003	50	50	Est	6.7	58.2		0.00	21.4	3.43	2.46	538.8	154.0	
4323	125	09/11/2003	50	50	Est	7.0	260.0		0.00	23.9	4.23	<.5	1264.7	88.0	
4323	169	10/07/2003	30	30	Est	6.8	252.2		0.00	17.1	4.29	<.5	1040.6	34.0	
4302	437	05/11/2004	60	60	Est	6.8	174.6		0.00	27.9	5.61	1.01	1331.5	60.0	
4302	494	07/15/2004				6.9	197.8		-98.40	20.5	4.08	<.5	1371.4	46.0	
4302	061	02/23/2005				7.0	148.0		-70.60	20.5	3.48	<.5	1128.4	38.0	
4302	238	10/26/2005				7.0	121.2		-36.80	3.95	1.99	<.5	860.7	10.0	
4323	592	08/23/2006	8	8	Est	7.9	265.8		-296.80	18.2	4.01	<.5	1151.9	158.0	
4323	707	11/07/2006	15	15	Est	7.1	255.0		-230.60	19.78	3.711	<.5	1156.3	28.0	
4323	785	01/23/2007	20	20	Est	8.0	285.8		-233.20	19.1	3.13	<.5	1130.7	96.0	
4323	828	04/09/2007	60	60	Est	7.6	290.6		-230.00	18.7	3.12	<.5	1259.6	54.0	
4323	202	11/07/2007	60	60	Est	8.2	244.4		-159.20	11.3	3.16	<.5	1133.1	124.0	
4323	263	01/09/2008	20	20	Est	7.7	288.2		-266.00	18.446	3.4	<.5	1128.6	58.0	
4323	574	07/24/2008	20	20	Est	8.0	291.2		-264.00	18.342	3.326	<.5	1195.3	40	
4323	676	11/13/2008	30	30	Est	7.3	247.6		-232.00	12.62	2.944	<.5	1112.3	34	
4323	791	03/17/2009	30	30	Est	7.8	276.2		-48.40	22.334	3.281	<.5	1389.5	42	
4323	124	09/30/2009	30	30	Est	7.2	204.4		-174.00	19	2.84	<.5	1090.9	44	
4323	163	10/21/2009				7.2	212.0		-180.40	22.267	2.708	<.5	1253.1	54	
4323	194	11/16/2009	10	10	Est	7.5	209.4		-194.40	18.55	2.548	<.5	1143.7	36	
4323	259	03/25/2010	30	30	Est	7.4	187.2		-158.80	25.944	3.016	<.5	1385.1	58	
4323	451	08/09/2010	12	12	Est	7.6	223.0		-145.60	22.496	3.124	<.5	1219.1	50	
4323	608	02/22/2011	20	20	Est	7.3	162.2		-101.80	11.85	2.014	<.5	1105.3	30	
4323	794	05/19/2011	60	60	Est	7.0	127.2		-149.60	17.057	4.421	<.5	1440.4	82	
4323	050	12/05/2011	25	25	Est	7.1	181.0		-144.40	21.335	3.015	.614	1300.5	52	
4350	051	03/12/2012				6.9	156.4		-137.20	27.52	3.091	1.432	1358.8	48	
4352	231	05/08/2012	30	30	Est	7.1	170.6		-227.60	13.83	4.147	1.226	1479.2	54	
4332	036	01/25/2013	12	12	Est	8.2	237.4		-257.20	9.935	2.707	<.5	1246.7	80	
4332	052	02/06/2013	20	20	Est	8.3	240.0		-248.20	14.055	3.09	<.5	1384.4	62	
4332	082	03/05/2013	30	30	Est	8.4	255.6		-307.20	15.252	2.754	<.5	1443.5	64	
4332	123	04/02/2013	25	25	Est	8.5	259.6		-221.80	15.252	2.989	<.5	1322.9	46	
4332	266	05/07/2013				8.0	248.0								

10/09/2013

Module 8.1A By Primary Facility

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Primary Facility: 11743703

Monitoring Point: RPI5

Coll ID	Date Collected	Initial Flow	Final Flow	Determ Method	pH	ALX MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4332	302	07/08/2013	30	Est	8.2	260.2	-255.40	15.038	3.322	<.5	1242.7	38	
4332	394	09/10/2013	20	Est	8.2	200.8	-196.60	11.782	3.019	<.5	1395.6	110	

10/09/2013

Module 8.1A By Primary Facility

Page 1 OF 1

Primary Facility: 32733709

Monitoring Point: UD2

Exhibit B

Coll ID	Seg	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4349	256	06/19/1996				3.0		0.0	646.00	208	9.21	16.1	856.0	16.0	<10.000
4349	513	11/06/1996				2.9		0.0	3094.00	0	0	0	3539.4	46.0	0.0
4349	304	06/13/1997				2.8		0.0	1154.00	>300	12.5	28	1291.9	4.0	15.300
4328	132	03/03/1999	150			2.9		0.0	2842.00	>300	29.7	81.9	2746.6	4.0	37.600
4328	267	04/20/1999	200			3.0		0.0	1180.00	>300	10.1	31.3	923.1	<3	11.500
4328	682	11/08/1999	1		Est	2.7		0.0	1490.00	>300	24.4	51.8	2082.8	4.0	31.300
4328	495	08/03/2000				2.5		0.0	2590.00	>300	29.9	55.2	3575.9	<3	45.500
4328	041	02/08/2001	100			3.0		0.0	1612.00	>300	19.8	42.7	1428.0	8.0	
4328	328	05/21/2002	50			3.1		0.0	1266.60	>300	10.6	29.2	593.8	20.0	
4328	213	05/12/2005				2.7		0.0	4185.80	>300	36.3	89.2	4728.2	56.0	
4125	513	09/29/2006	25		Est	2.6		0.0	2349.80	>300	18.9	80.9	2516.2	24.0	
4125	013	06/05/2007				2.6		0.0	6120.80	>300	49.3	103	6659.4	46.0	
4125	159	08/27/2007	25		Est	6.8		142.4	-84.80	<.3	1.96	1.68	442.2	10.0	
4125	705	05/19/2008	40		Est	6.8		74.8	-48.40	<.3	1.284	1.695	576.9	14	
4125	893	08/26/2008	20		Est	7.0		76.6	-51.20	<.3	1.437	2.392	934.6	14	
4125	491	07/15/2010	35		Est	6.7		63.0	-39.00	<.3	1.624	2.51	962.1	14	
4125	552	08/17/2010	25		Est	6.6		61.4	-40.00	<.3	1.879	3.218	1039.7	20	
4125	639	10/01/2010	20		Est	6.7		100.8	-85.00	<.3	1.351	2.862	912.5	18	
4125	933	03/07/2011	25		Est	3.7		0.0	537.00	<.3	2.066	2.114	1847.2	8	
4125	103	06/02/2011	25		Est	6.3		55.6	-37.00	<.3	1.756	2.171	1077.8	18	
4125	186	07/06/2011	20		Est	6.5		63.2	-48.20	<.3	1.716	2.389	1178.4	16	
4125	367	10/18/2011	50		Est	6.3		61.0	-41.80	<.3	1.781	2.221	1105.2	<5	
4125	679	03/22/2012	40		Est	6.4		47.8	-34.20	<.3	1.457	2.139	1095.6	18	
4125	960	08/16/2012	25		Est	6.7		51.2	-35.40	<.3	1.512	2.25	1303.8	22	
4125	083	10/18/2012	25		Est	7.2		66.4	-50.00	<.3	1.853	1.395	1214.4	10	
4125	111	11/06/2012	15		Est	6.6		62.8	-43.20	<.3	1.24	2.185	854.8	6	
4125	190	01/14/2013	30		Est	6.5		56.4	-41.80	<.3	1.407	1.884	1015.5	10	
4125	431	07/16/2013	30		Est	6.5		47.0	-36.00	<.3	1.414	2.255	1078.5	18	
4125	432	07/16/2013	1		Est	3.8		0.0	410.20	25.416	84.71	33.388	1422.1	20	

10/09/2013

Module 8.1A By Primary Facility

Page 1 OF 1

Primary Facility: 32841601

Monitoring Point: MD-1

Coll ID	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4349 509	11/06/1996				6.4		98.0	0.00	0	0	0	365.3	34.0	0.0
4349 320	06/17/1997				6.6		106.0	0	20.4	0.807	<.5	370.0	24.0	35.400
4328 592	10/09/1997				6.4		70.0	0.00	8.46	1.68	<.5	386.2	<3	21.900
4328 130	02/09/1998	12	13		6.5		90.0	0	15.7	2.17	<.5	319.6	16.0	20.900
4328 296	04/02/1998	15	15	Meas	6.2		90.0	0.00	18.3	2.45	<.5	324.2	12.0	22.500
4328 702	10/14/1998	10	10		6.5		96.0	0	3.53	1.94	<.5	327.6	<3	19.900
4328 755	11/09/1998	15	15		6.5		96.0	0	6.09	2.31	<.5	452.0	6.0	24.100
4328 804	12/04/1998				6.2		90.0	0.00	26.9	1.63	<.5	452.2	<3	23.500
4328 264	04/20/1999				6.3		80.0	0.00	24.1	1.06	<.5	307.4	<3	14.800
4328 276	04/24/2000				6.4		68.0	0.00	2.05	1.93	<.5	78.0	<3	13.000
4328 325	05/21/2002	50	50		6.9		112.0	0.00	3.4	1.19	<.5	255.3	4.2	
4328 406	09/09/2002				6.7		110.0	0.00	14.8	2.01	<.5	377.0	12.0	
4328 200	05/05/2004				6.9		135.4	-98.40	9.83	2.49	<.5	245.7	18.0	

Exhibit B

Module 8.1A By Primary Facility

Exhibit B

Coll ID	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
43304	327 06/10/1996	15			3.0		0.0	402.00	44.4	27.3	18.5	1667.60	11.98	21.40
43304	314 07/14/1997				3.2		0.0	280.00	32.5	21.9	8.38	1729.9	<3	28.100
43304	449 10/08/1997	4		Est	6.5		180.0	0	51.9	8.4	<.5	2062.0	68.0	44.100
43304	203 03/04/1998	60		Est	6.2		36.0	38.00	24.5	8.82	2.68	1024.7	32.0	17.100
43304	402 04/20/1998	200		Est	5.4		13.8	50.00	14.2	5.96	2.53	681.0	16.0	11.100
43304	243 03/22/1999	120		Est	3.7		0.0	68.00	13.9	6.11	4.57	312.3	12.0	<10.000
43304	730 10/15/1999	25		Est	6.6		132.0	0	12.4	6.67	<.5	1061.5	16.0	37.900
43304	346 07/13/2000	35		Est	6.5		78.0	0	15.2	8.66	<.5	1046.6	<3	28.300
43304	481 10/10/2000				6.6		102.0	0	10.8	8.38	2	1512.3	34.0	17.900
43304	270 05/10/2001	40		Est	6.6		64.0	0	19.1	8.77	1.05	1266	26.0	
43304	371 07/05/2001	45		Meas	6.2		54.0	15.2	11.1	8.87	.745	1018.1	16.0	
43304	051 03/10/2003	300		Est	4.9		8.2	61.80	8.99	6.24	2.72	338.1	10.0	
43304	171 04/27/2004	100		Est	6.5		51.8	26.00	13.8	6.24	1.05	909.1	14.0	
43336	116 09/23/2005				7.3		124.8	-64.00	2.48	5.43	<.5	1259.2	12.0	
43336	265 03/23/2006	2		Est	6.4		61.4	-17.40	14.3	6.9	1.32	1071.2	16.0	
43336	356 04/04/2006	100		Est	6.8		59.2	-6.00	14.8	8.31	<.5	1100.6	8.0	
43336	507 05/12/2006	50		Est	6.6		60.0	-30.60	10.7	5.63	.513	972.2	22.0	
43336	717 07/24/2006	30		Est	6.9		71.0	-52.40	7.85	6.51	<.5	967.4	24.0	
43336	785 08/15/2006	25		Est	7.2		85.6	-65.60	8.92	7.61	<.5	1159.6	18.0	
43336	867 09/12/2006	15		Est	7.2		96.4	-70.00	.545	13.2	.96	1098.7	<3	
43336	954 10/16/2006	20		Est	7.4		117.6	-91.60	7.06	6.57	<.5	789.4	24.0	
43336	162 11/02/2006	25		Est	7.0		59.2	-40.80	7.608	5.344	<.5	1121.2	22.0	
43336	045 12/15/2006	15		Est	6.9		85.6	-35.20	11	5.37	<.5	558.6	6.0	
43336	062 01/17/2007	100		Est	6.8		40.0	13.60	8.06	3.7	1.45	1041.8	16.0	
43336	126 02/07/2007	40		Est	7.0		81.0	-27.60	17.7	7.86	.541	286.1	4.0	
43336	177 03/13/2007	150		Est	6.6		33.2	-11.20	5.29	2.29	.836	1185.6	24.0	
43336	475 05/29/2007	30		Est	6.9		80.4	-24.40	9.33	6.26	<.5	1195.2	24.0	
43336	494 06/06/2007	25		Est	6.8		78.8	-28.00	11.9	6.76	<.5	1165.7	14.0	
43336	598 07/18/2007	30		Est	7.0		104.8	-21.20	4.7	6.11	<.5	1238.9	18.0	
43336	647 08/01/2007	10		Est	7.2		114.2	-42.00	4.68	5.9	<.5	1097.4	20.0	
43336	730 09/17/2007	15		Est	7.1		105.6	-21.60	7.77	6.29	<.5	924.7	12.0	
43336	921 11/20/2007	30		Est	7.1		89.8	-71.80	7.03	5.72	<.5	660.2	26.0	
43336	946 12/06/2007	75		Est	7.0		64.6	-42.00	7.15	3.43	.897	622.8	10.0	
43336	020 01/07/2008	75		Est	6.8		53.8	-24.20	7.64	3.53	.588	409.0	6.0	
43336	099 02/04/2008	100		Est	6.7		40.4	-12.00	7.746	3.824	1.181	803.6	12.0	
43336	207 03/17/2008	100		Est	6.6		50.0	-8.00	13.011	5.474	1.194	1040.0	20.0	
43336	326 04/15/2008	75		Est	6.7		58.2	-15.40	15.936	7.126	1.026	1048.7	16	
43336	385 05/05/2008	40		Est	6.8		65.4	-31.80	13.138	7.039	.718	980.8	30	
43336	476 06/12/2008	20		Est	6.9		68.6	-48.40	1.228	27.994	27.962	1160.8	16	
43336	581 07/08/2008	25		Est	6.9		92.8	-58.00	9.105	6.974	<.5	1186.9	20	
43336	679 08/12/2008				7.1		112.0	-94.60	7.503	6.378	<.5	1130.8	10	
43336	721 09/11/2008	30		Est	7.7		112.6	-94.00	3.469	5.055	<.5	961.7	<5	
43336	880 11/13/2008	30		Est	7.6		106.6	-82.00	6.32	5.055	<.5	853.7	24	
43336	934 12/03/2008	35		Est	7.2		99.6	-76.20	5.138	4.788	<.5	1114.0	16	
43336	058 01/14/2009	35		Est	6.9		62.6	-31.80	10.959	5.364	.951	1186.9	10	
43336	107 02/03/2009	75		Est	6.9		60.8	-38.60	11.47	6.066	<.5	921.6	20	
43336	191 03/10/2009	70		Est	6.9		56.8	-29.80	13.72	6.969	1.801	1129.8	18	
43336	312 04/10/2009	50		Est	6.7		73.8	-30.80	13.165	6.277	1.488	1162.1	14	
43336	407 05/18/2009	100		Est	6.8		55.0	-18.00	14.803	6.628	.849	1022.9	10	
43336	348 06/08/2009	100		Est	6.8		73.8	-50.40	10.8	6.36	<.5	1198.2	10	
43336	438 06/08/2009	100		Est	7.1		105.0	-83.00	8.272	7.052	<.5	1129.8	18	
43336	598 08/11/2009	30		Est	7.4		124.4	-99.00	7.769	7.72	<.5	931.2	22	
43336	633 09/15/2009	30		Est	7.2		99.8	-72.80	9.411	6.815	<.5	1022.9	10	
43336	731 10/23/2009	40		Est	7.2		96.8	-72.80	10.652	6.734	<.5	1198.2	10	
43336	811 12/08/2009	40		Est	7.1		92.4	-57.60			<.5			

10/09/2013

Module 8.1A By Primary Facility

Page 2 OF 2

Primary Facility: 56733702

Monitoring Point: SW4

Coll ID	Seq	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4336	005	01/05/2010	50	50	Est	7.0	82.4	-43.40	12.3	10.396	7.48	<.5	1026.1	24	
4336	077	02/02/2010	50	50	Est	6.9	56.0	-28.00	10.396	10.357	6.298	.559	792.6	22	
4336	202	04/09/2010				6.9	54.4	-49.60	10.357		8.353	<.5		<5	
4336	376	07/15/2010				6.1	26.0	10.40	9.802		9.966	1.497	1078.8	16	
4336	415	08/10/2010				6.9	81.8	-68.00	7.842		8.875	.533	1104.0	14	
4336	452	09/10/2010				7.7	117.4	-94.80	9.256		8.449	<.5	1084.9	12	
4336	471	10/05/2010	30	30	Est	6.8	72.0	-42.00	10.677		9.286	.894	999.5	22	
4336	083	01/24/2011				7.0	108.8	-88.00	10.91		7.507	<.5	911.4	40	
4336	135	03/01/2011	500	500	Est	6.3	18.4	1.80	5.836		2.227	2.582	372.6	42	
4336	245	04/22/2011	100	100	Est	6.6	68.2	-32.80	12.227		6.778	<.5	849.2	26	
4336	482	08/09/2011	50	50	Est	6.9	85.0	-55.20	4.478		9.646	<.5	1031.0	8	
4336	593	09/13/2011	40	40	Est	3.0	0.0	327.40	37.251		15.954	27.367	1238.9	32	
4336	691	10/18/2011	35	35	Est	4.1	3.6	124.00	17.898		13.138	12.99	1099.6	8	
4336	734	11/02/2011	40	40	Est	5.7	21.2	56.20	18.408		11.536	3.621	1076.0	30	
4336	804	01/24/2012	500	500	Est	4.9	10.0	45.60	12.123		5.455	6.228	674.0	36	
4336	305	04/03/2012	50	50	Est	6.9	82.4	-34.20	19.987		9.236	.8	990.2	22	
4336	446	06/04/2012	50	50	Est	6.8	89.0	-46.40	13.945		9.822	.634	1102.1	24	
4336	561	08/06/2012	25	30	Est	6.7	64.4	-12.60	17.165		12.972	1.548	1068.3	22	
4336	747	11/07/2012	200	200	Est	3.0	0.0	475.80	120.754		12.418	26.796	1101.6	30	
4352	113	04/11/2013	30	30	Est	7.0	56.4	-32.40	13.3		9.846	1.614	1190.4	28	
4360	512	07/15/2013	30	30	Est	3.3	0.0	199.60	20.699		15.665	20.816	1412.4	50	

Exhibit B

Module 8.1A By Primary Facility

Monitoring Point: LW-1

10/09/2013

Primary Facility: 56743704

Coll ID	Seq	Date Collected	Initial Flow	Final Flow	Determ Method	pH	pH units	ALK MG/L	HOT A MG/L	FE MG/L	MN MG/L	AL MG/L	SO4 MG/L	TSS MG/L	NA MG/L
4325	619	08/21/1996	2	2	Est	2.9	0.0	0.0	2100.00	>300	16.1	55.6	2859.5	<3	<10.000
4325	985	02/09/1999	3	3	Est	2.7	0.0	0.0	2214.0	980	20	68.5	1790.	18	7.55
4325	379	06/22/1999	5	5	Est	3.0	0.0	0.0	1806.0	720	14.3	55.2	2448.	10	5.27
4325	752	03/09/2000	5	5	Est	2.7	0.0	0.0	1900.00	>300	14.2	58.3	1535.4	<3	<10.000
4325	443	10/23/2000	2	2	Est	3.0	0.0	0.0	1864.00	>300	16.4	63	3000.4	4.0	<10.000
4325	720	03/15/2001	30	30	Est	2.8	0.0	0.0	2060.0	>300	13.7	62.8	1470.5	10.0	
4325	056	06/27/2001	5	5	Est	2.8	0.0	0.0	1916.4	>300	13.7	61	2142.0	<3	
4325	091	07/16/2001	5	5	Est	2.9	0.0	0.0	1838.6	>300	14	53	3032.8	24.0	
4325	000	10/30/2001	0	0											
4325	807	05/16/2002				2.6	0.0	0.0	2306.00	>300	9.01	71.4	1379.9	20.0	
4325	961	09/24/2002				3.0	0.0	0.0	1726.00	>300	13.8	54.6	1087.5	52.0	
4325	050	10/17/2002	10	10	Est	2.6	0.0	0.0	1616.00	>300	9.42	44.3	1130.5	6.0	
4325	596	06/12/2003	15	15	Est	2.6	0.0	0.0	1483.80	>300	7.13	41.6	1828.3	<3	
4325	654	07/01/2003	15	15	Est	2.7	0.0	0.0	1523.60	>300	9.09	49.2	1763.8	4.0	
4325	025	01/14/2004	30	30	Est	2.7	0.0	0.0	1632.80	>300	9.05	49.6	1476.7	16.0	
4325	292	05/03/2004	20	20	Meas	2.8	0.0	0.0	1266.40	>300	9.26	41.4	1626.2	4.0	
4325	145	02/28/2005	30	30	Est	2.8	0.0	0.0	1146.40	>300	7.31	29.2	1365.8	16.0	
4325	330	09/01/2005	1	1	Est	3.0	0.0	0.0	1109.60	>300	9.31	28.4	1205.6	<3	
4325	000	01/18/2007	0	0											
4317	000	10/10/2007	0	0											
4317	000	01/22/2008	0	0											
4317	000	07/15/2008	0	0											
4336	000	09/29/2008	0	0											
4336	000	10/28/2008	0	0											
4317	000	04/13/2009	0	0											
4317	000	07/07/2009	0	0											
4325	082	04/18/2011	3	3	Est	9.3		27.0	-11.00	.323	.3	.633	731.9	<5	
4325	127	06/24/2011				7.2		23.8	-2.80	.718	.639	.664	883.8	18	
4325	194	08/18/2011				6.9		20.8	-6.80	.488	1.595	<.5	934.6	12	
4325	134	02/28/2012				6.3		4.6	2.00	6.912	.341	<.5	1502.4	14	
4350	742	05/29/2013	20	20	Est										
4350	000	08/08/2013	0	0											

Exhibit B

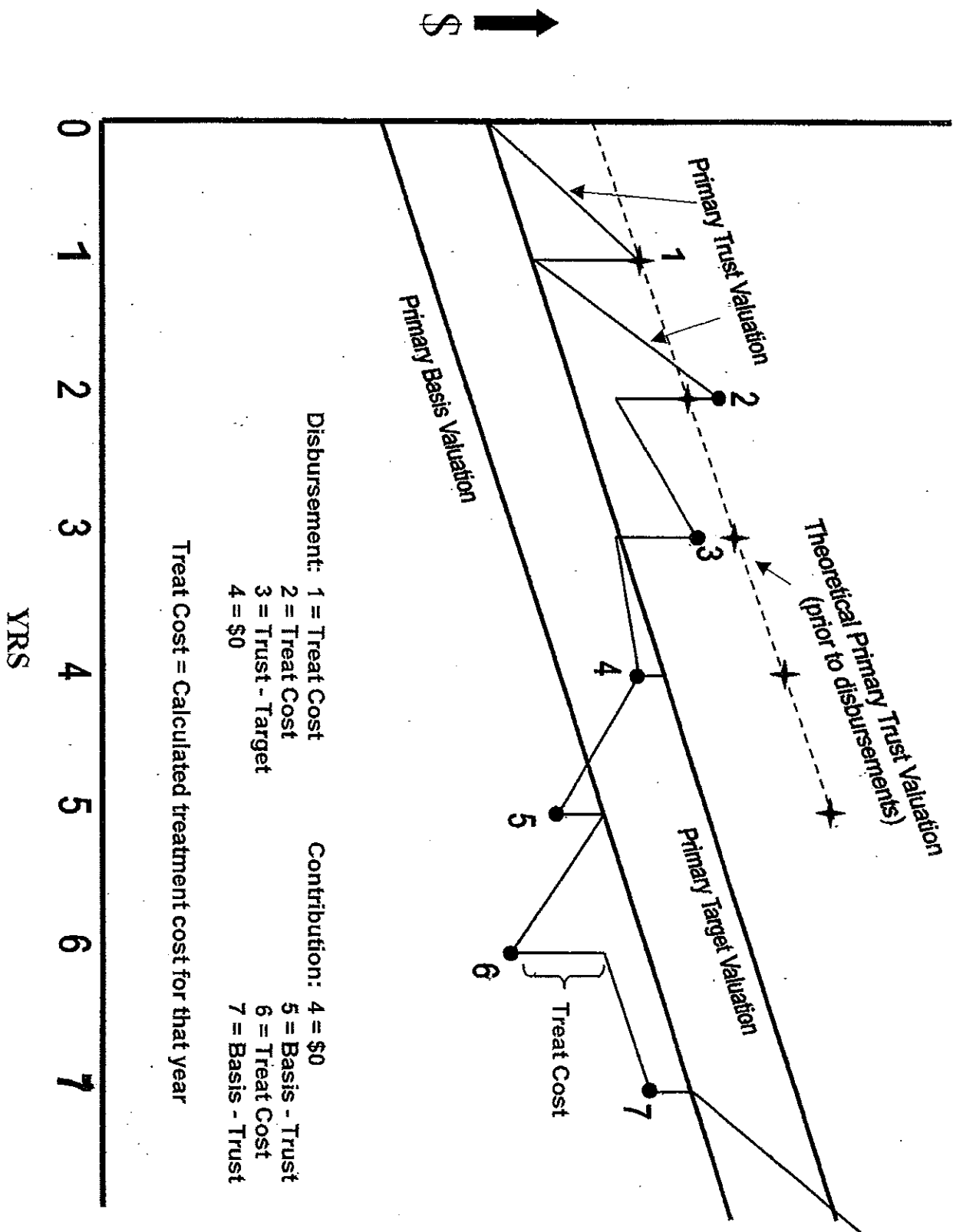


Exhibit C

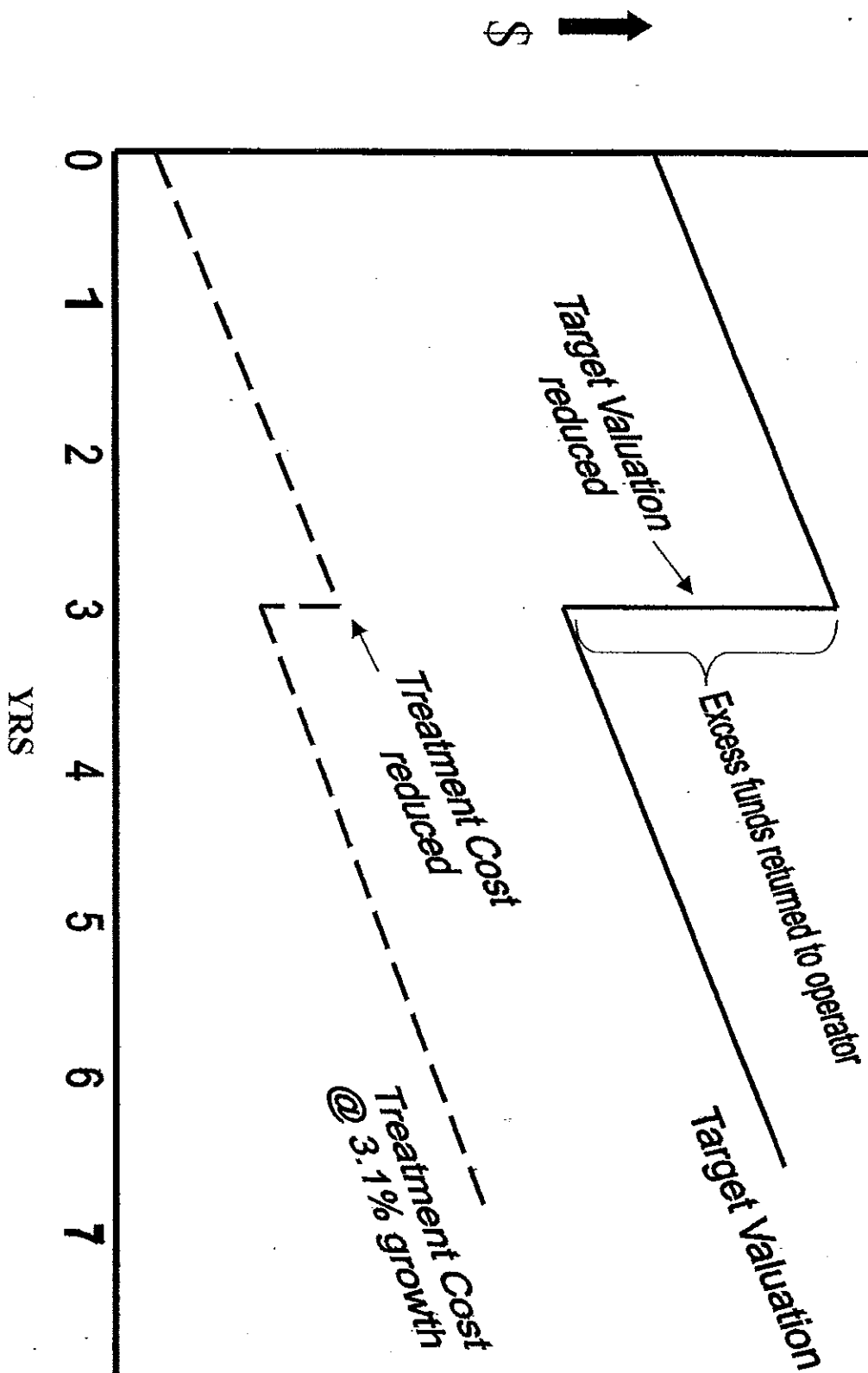


Exhibit D

Company Name Robindale
 Project Robindale Trust
 Site Name

Exhibit E

Printed on 03/11/2014



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

AMD TREAT RECAPITIALIZATION COST

AMDTREAT

Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule		Year	Trust Fund Growth Fund Before Payout	Trust Fund Growth Fund After Payout	Payout Schedule
	125,513	125,513	Initial Fund Amount					
1	136,094	136,094	0		51	434,205	434,205	0
2	147,566	147,566	0		52	470,809	470,809	0
3	160,006	160,006	0		53	510,498	510,498	0
4	173,495	173,495	0		54	553,533	553,533	0
5	188,121	188,121	0		55	600,196	600,196	0
6	203,979	203,979	0		56	650,793	650,793	0
7	221,175	221,175	0		57	705,654	705,654	0
8	239,820	239,820	0		58	765,141	765,141	0
9	260,037	260,037	0		59	829,643	829,643	0
10	281,958	207,322	74,636		60	899,581	512,403	387,178
11	224,799	224,799	0		61	555,598	555,598	0
12	243,749	243,749	0		62	602,435	602,435	0
13	264,297	264,297	0		63	653,220	653,220	0
14	286,578	286,578	0		64	708,287	708,287	0
15	310,736	310,736	0		65	767,996	767,996	0
16	336,931	336,931	0		66	832,738	832,738	0
17	365,335	365,335	0		67	902,938	902,938	0
18	396,133	396,133	0		68	979,055	979,055	0
19	429,527	429,527	0		69	1,061,590	1,061,590	0
20	465,736	351,562	114,173		70	1,151,082	684,992	466,089
21	381,199	381,199	0		71	742,737	742,737	0
22	413,334	413,334	0		72	805,350	805,350	0
23	448,178	448,178	0		73	873,241	873,241	0
24	485,960	485,960	0		74	946,855	946,855	0
25	526,926	303,826	223,100		75	1,026,675	0	1,026,675
26	329,439	329,439	0		76	0	0	0
27	357,210	357,210	0		77	0	0	0
28	387,323	387,323	0		78	0	0	0
29	419,975	419,975	0		79	0	0	0
30	455,378	317,935	137,443		80	0	0	0
31	344,737	344,737	0		81	0	0	0
32	373,799	373,799	0		82	0	0	0
33	405,310	405,310	0		83	0	0	0
34	439,478	439,478	0		84	0	0	0
35	476,526	476,526	0		85	0	0	0
36	516,697	516,697	0		86	0	0	0
37	560,255	560,255	0		87	0	0	0
38	607,484	607,484	0		88	0	0	0
39	658,695	658,695	0		89	0	0	0
40	714,223	503,972	210,251		90	0	0	0
41	546,457	546,457	0		91	0	0	0
42	592,523	592,523	0		92	0	0	0
43	642,473	642,473	0		93	0	0	0
44	696,634	696,634	0		94	0	0	0
45	755,360	755,360	0		95	0	0	0
46	819,037	819,037	0		96	0	0	0
47	888,082	888,082	0		97	0	0	0
48	962,947	962,947	0		98	0	0	0
49	1,044,123	1,044,123	0		99	0	0	0
50	1,132,143	400,448	731,695		100	0	0	0

Exhibit F.

IN THE MATTER OF: Robindale Energy Services, Inc.

POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

This Trust Agreement (Trust or Agreement) entered into this 19th day of November, 2014, by and among Robindale Energy Services, Inc. (“Robindale” or “Settlor”), with its principal place of business at P. O. Box 228, Armagh, PA 15920-0228; and the First National Trust Company, with its principal place of business at 532 Main Street, Suite 5, Johnstown, PA 15901 and incorporated under the laws of the Commonwealth of Pennsylvania (Trustee).

WHEREAS, the Settlor has entered into a Consent Order and Agreement dated November 19th, 2014 (CO&A) with the Commonwealth of Pennsylvania, Department of Environmental Protection (Department or Beneficiary) which is incorporated by reference and which contains, among other things, a requirement that the Settlor provide financial guarantees to assure that funds will be available to provide for the Settlor’s legal obligation to operate a mine drainage treatment system to treat and otherwise prevent discharges of mine drainage emanating from or hydrologically connected to Settlor’s mines;

WHEREAS, the treatment systems located in Cambria, Indiana, and Somerset Counties for the following discharges on six sites operated by Robindale (the Facilities): PU at the RNS #24 Site, RP15 at the RNS #25 Site, UD2 at the Dilltown Refuse Site, MD-1 at the Dilltown Prep Plant Site, SW4 at the Marmon

Refuse Site , LW-1 at the Penn Pocahontas Refuse Site, discharge mine drainage into the waters of the Commonwealth;

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

WHEREAS, the use of a trust fund is authorized as an alternative financial assurance mechanism under provisions of SMCRA which contemplate such a trust is for the public purpose of protecting the environment and the health and welfare of the public, without limitation on duration, and is a means which provides for the sound future treatment of pollutional discharges. 52 P.S. § 1396.4(d) and (d.2), 25 Pa. Code § 86.158(f);

WHEREAS, the Settlor has elected to establish this Trust pursuant to the CO&A to assure funds are available to provide for Settlor's legal obligation to provide funds for the treatment of the post-mining discharges;

IN THE MATTER OF: Robindale Energy Services, Inc.

POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT

This Trust Agreement (Trust or Agreement) entered into this 19th day of November, 2014, by and among Robindale Energy Services, Inc. ("Robindale" or "Settlor"), with its principal place of business at P. O. Box 228, Armagh, PA 15920-0228; and the First National Trust Company, with its principal place of business at 532 Main Street, Suite 5, Johnstown, PA 15901 and incorporated under the laws of the Commonwealth of Pennsylvania (Trustee).

WHEREAS, the Settlor has entered into a Consent Order and Agreement dated November 19th, 2014 (CO&A) with the Commonwealth of Pennsylvania, Department of Environmental Protection (Department or Beneficiary) which is incorporated by reference and which contains, among other things, a requirement that the Settlor provide financial guarantees to assure that funds will be available to provide for the Settlor's legal obligation to operate a mine drainage treatment system to treat and otherwise prevent discharges of mine drainage emanating from or hydrologically connected to Settlor's mines;

WHEREAS, the treatment systems located in Cambria, Indiana, and Somerset Counties for the following discharges on six sites operated by Robindale (the Facilities): PU at the RNS #24 Site, RP15 at the RNS #25 Site, UD2 at the Dilltown Refuse Site, MD-1 at the Dilltown Prep Plant Site, SW4 at the Marmon

Refuse Site , LW-1 at the Penn Pocahontas Refuse Site, discharge mine drainage into the waters of the Commonwealth;

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

WHEREAS, the use of a trust fund is authorized as an alternative financial assurance mechanism under provisions of SMCRA which contemplate such a trust is for the public purpose of protecting the environment and the health and welfare of the public, without limitation on duration, and is a means which provides for the sound future treatment of pollutional discharges. 52 P.S. § 1396.4(d) and (d.2), 25 Pa. Code § 86.158(f);

WHEREAS, the Settlor has elected to establish this Trust pursuant to the CO&A to assure funds are available to provide for Settlor's legal obligation to provide funds for the treatment of the post-mining discharges;

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

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

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

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

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

WHEREAS, except as set forth in the CO&A, Settlor represents that, to the best of its knowledge, there are no violations of any environmental law regulating the Facilities or the Properties, as it is hereinafter defined, and that the Facilities are operating in compliance with all applicable permits and approvals.

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

ARTICLE ONE

Establishment of Trust

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

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

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

(a) The initial payment or transfer to the Trustee of \$492,000.00 by Settlor.

(b) Certain easements, rights of entry and real and personal property including buildings, structures, fixtures and appurtenances which may be conveyed to or acquired by the Trust in the future. Any real property shall be conveyed to the Trust by fee simple deed free and clear of all liens. Title will be fully insurable by a standard title insurance policy. Documentation of any such property interests that are conveyed to or acquired by the Trust shall be attached hereto as part of Exhibit A.

(c) Certain personal property described in Exhibit B, and certain right of entries described in Exhibit C.

(d) Ongoing Payments to be made by the Settlor in the amounts and on the dates specified in Exhibit D. and such other payment as may be made from time to time by the Settlor.

(e) Cash, funds or property transferred from any other person to the Trust and accepted by the Trustee as directed by the Department.

(f) The delivery by the Settlor to the Trustee of various surety bonds provided by Settlor which shall name the Trustee as the Department's designee for purposes of declaring a forfeiture of the surety bonds. The total sum of the surety bonds are \$0.00. The Trustee shall hold such surety bonds for the benefit of the Trust, but shall be under no obligation to pay any premiums or other costs associated therewith. All such premiums and costs,

as well as the responsibility for maintaining the surety bonds in full force and effect, shall remain the obligation of Settlor.

(g) All proceeds from surety bonds held by the Trustee and forfeited in accordance with provisions of this Trust Agreement.

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

§ 1.4 The surety bonds delivered by the Settlor shall be held for the benefit of the Trust by the Trustee until the Department either directs the Trustee to release such bonds or portion thereof or the Department directs the Trustee to forfeit the surety bonds and deposit the proceeds of such forfeiture into the Trust. The Trustee shall take no action with respect to the surety bonds except as directed, in writing, by the Department in accordance with the provisions of this Trust Agreement and the Trustee shall not be liable to any party for acting in accordance with such directions.

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

§ 1.6 The Trustee shall establish within the Trust Fund two subaccounts: a subaccount designated as the Primary Trust Account and a subaccount designated as the Capital Improvement Account. The Trustee shall deposit the Trust principal

identified in Sections 1.3 through 1.5 into the Primary Trust Account. The Trustee shall transfer funds into the Capital Improvement Account from the Primary Trust Account as directed by the Department and shall deposit into the Capital Improvement Account funds received from any person for deposit into this Account. The Capital Improvement Account principal may be commingled with the principal of the Primary Trust Account for purposes of investment, but must be accounted for and reported separately as if they are assets of separate and distinct funds. The Trustee shall manage and make disbursements from the two subaccounts in accordance with the provisions of ARTICLE TWO, Distribution Payments and ARTICLE THREE, Trust Management, as set forth in this Trust Agreement.

§ 1.7 The Trust Fund and any other real and personal property held by the Trustee pursuant to this Trust Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Settlor and shall not be subject or applied to the debts, obligations or liabilities of the Settlor, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Settlor shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Trust Agreement that Settlor's entry into the Trust shall extinguish and remove all of Settlor's interest in the Trust from Settlor's estate under the Bankruptcy Code or similar laws.

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

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

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

ARTICLE TWO

Distribution Payments

§ 2.1 The Trustee shall make distribution payments from the Trust upon the written order of the Department and the Department shall designate the subaccount from which such disbursement payment shall be made. The Department shall have the authority to designate, in writing, any person or entity to receive distribution payments from the Trust. The Trustee shall, upon receipt of

written order for distribution payment from the Department, make distribution payments from the Trust as directed in the Department's written order. The Trustee shall be fully protected and entitled to rely upon the written orders of the Department and shall not be liable to any party for acting in accordance with those directions.

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

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

ARTICLE THREE

Trust Management

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

§ 3.2 The Trustee shall have a fiduciary duty to act at all times in the best interest of the Trust. It shall be the responsibility and sole authority of the Trustee to make decisions concerning investment and disposition of the assets of the Trust, and the Trustee shall discharge its investment duty in a manner designed to meet the goals of the Trust. Subject to section 3.3(i), the Trustee shall seek to manage the Trust with that degree of judgment, skill and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with such matters, exercise in the management of their own affairs.

§3.3 In order to accomplish the purpose of the Trust as stated in § 1.1, the Trustee shall manage and invest the assets of the Trust in a manner designed to generate a long-term annualized effective rate of return of at least 8.43% after subtraction of all fees, taxes and expenses. For purposes of investing or reinvesting the assets in the Trust, the Trustee shall have investment discretion subject to the following guidelines:

- (a) The Trustee may purchase shares of any mutual funds or “money market funds” which have their assets invested in equity shares,

including any mutual fund for which the Trustee or any affiliate may be an advisor, subadvisor, manager, custodian or Trustee.

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

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

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

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

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

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

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

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

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

ARTICLE FOUR

Express Powers of Trustee

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

(a) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the power herein granted.

(b) To register any securities held in the Trust in its own name or in the name of a nominee and to hold any security in bearer form or book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or

arrange for deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Trust and that such securities are not co-mingled with or made a part of any other account of another customer of the Trustee or the Trustee itself.

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

(d) To hold title to real and personal property and to generally exercise all rights and privileges appurtenant to any property held by the Trustee as may be necessary to preserve, protect, maintain, operate, transfer, convey or sell *such* property, and to execute and deliver any and all instruments which may be necessary or expedient in any powers granted under this Trust Agreement. However, the Trustee shall not have the power to transfer, convey or sell the property described in Exhibit B without written authorization from the Department.

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

ARTICLE FIVE

Advice of Counsel

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

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

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

ARTICLE SIX

Claims

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

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

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

ensuing therefrom. If the Department fails to instruct the Trustee with respect to the prosecution or defense of any claim, the Trustee may prosecute or defend any claim at the expense of the Trust, but shall be under no duty to do so, and shall have no liability for its failure or refusal to prosecute or defend the claim if deems such action to be in the best interest of the Trust.

ARTICLE SEVEN

Evaluation and Reports

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

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

be reasonably required in connection with the preparation of such income tax returns.

ARTICLE EIGHT

Expenses, Taxes and Trustee Compensation

§ 8.1 Compensation of the Trustee and all other reasonable and customary expenses incurred by the Trustee, including fees for legal services rendered to the Trustee, shall be taken and paid from the Trust at the time that the Trustee shall deem appropriate. Trustee shall be paid a fee, semi-annually in advance, based on the attached schedule of fees marked Exhibit E. The Trustee must provide the Department written notice of any proposed future changes of the Trustee's schedule of fees. The Department has thirty (30) days after receipt of the proposed changes to approve or disapprove the proposed changes to the Trustee's schedule of fees.

§ 8.2 The Trust is intended to be categorized, for federal income tax purposes, as a grantor trust in accordance with and under the provisions of United States Treasury Regulation Section 301.7701-4(e)(1), (2), (3) and (4) and any implementing regulations cited therein or any corresponding successor provision. All federal taxes of any kind that may be assessed or levied against or in respect of the Trust shall be paid by the Settlor and shall not be taken from the Trust. The Trustee shall enter into such Agreements with the Settlor as are necessary to carry out this provision.

(a) Should it be determined this Trust is taxable for federal income tax purposes and the Settlor fails, refuses or is unable to pay these taxes, the

Settlor and Trustee agree the Department shall have the right to appeal the decision to the appropriate authority. Should the Department not prevail on appeal or should federal law change such that the Trust becomes taxable for federal income tax purposes, then the Department shall have the right, but not the duty, to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust or to take other measures to meet the requirements of federal law such that the Trust would not be taxable for federal income tax purposes. If the Department elects not to exercise its right to petition to reform the Trust or to take measures to meet the requirements of federal law for the Trust to become tax exempt, then the Trustee is empowered with the right to petition the appropriate judicial forum to reform the Trust to be a federal charitable trust for federal income tax purposes. Notwithstanding any provision of this subsection (a) to the contrary, the Trust may not be reformed such that the purposes and objectives of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlor as are provided in this Trust Agreement and in the consent order and agreement between the Department and the Settlor executed the same day as this Trust Agreement.

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

(a) Should it be determined this Trust is not a charitable trust or Pennsylvania law changes so this Trust becomes taxable for Pennsylvania

income tax purposes, then Settlor agrees that Settlor will contribute to the Trustee the amount of the Pennsylvania income tax assessed or levied against or in respect of the Trust. The Trustee shall use the money contributed by the Settlor to pay the income tax assessed or levied against or in respect of the Trust. The money to pay the tax assessed or levied against the Trust shall not be taken from the Trust. The Trustee shall enter into such agreements with the Settlor as are necessary to carry out this provision.

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

of the Trust cannot be met or that would alter any of the rights, obligations and duties of the Settlor as are provided in this Trust Agreement and in the consent order and agreement between the Department and the Settlor executed the same day as this Trust Agreement.

§ 8.4 If at any time that the Trust itself shall become liable for any taxes, and if the Settlor shall fail, refuse or be unable to pay these taxes from its own funds, then the Trustee shall pay from the Trust Fund all such taxes then due and owing. As soon as possible after the happening of the Settlor failing, refusing or becoming unable to pay such taxes, except to the extent that the Settlor disputes the payment of such taxes in good faith, the Trustee and the Department shall negotiate and enter into an Agreement in respect of Trustee's payment of the taxes during the continuance of this Agreement. Further, unless the Department and the Trustee otherwise agree to the contrary, immediately upon the happening of the Settlor's failure, refusal or inability to pay any such taxes, the Trustee is directed and empowered (notwithstanding any provision of this Agreement to the contrary) to change the investment objective of the Trust to an objective which minimizes the tax liability of the Trust, giving due consideration to market conditions so as to avoid, to the extent possible, losses on the conversion of existing instruments. In carrying out this investment objective, the Trustee shall invest in the following:

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

(b) Shares of any mutual fund or “money market fund” which has one hundred percent (100%) of its assets invested in the investments of the type described in the preceding subsection (a).

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

ARTICLE NINE

Successor Trustee

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

the successor trustee the funds and properties then constituting the Trust and shall provide the Department and successor trustee a full accounting of all transactions involving the Trust which occurred after the last quarterly statement provided in accordance with Article Seven and shall be discharged from any further liability or responsibility with regard to the administration of the Trust.

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

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

ARTICLE TEN

Instructions to the Trustee

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

§ 10.2 The Trustee may request and rely upon the written instruction of the Department with respect to decisions concerning the operation of the Facility and any other treatment facilities which may be required in the future. Decisions concerning investment and disposition of the assets of the Trust are the sole responsibility of the Trustee, and the Trustee shall act in a manner consistent with its fiduciary duty to the Trust, notwithstanding instructions of the Department related to investment and disposition of assets which may be to the contrary.

ARTICLE ELEVEN

Trustee Exculpation

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

§ 11.2 As to all actions taken by the Trustee with respect to the administration of the Trust, the Trustee shall not be answerable or liable for the exercise or nonexercise of any discretion or power under this Agreement nor for anything whatever in connection with the Trust hereunder, except for its own gross negligence or willful misconduct or that of its agents. Except in the case of the Trustee’s own gross negligence or willful misconduct, the Trustee shall be entitled

to be exonerated and indemnified from the Trust Fund against any and all losses, claims, costs, expenses and liabilities arising out of in connection with the administration or distribution of the Trust Fund or the affairs of the Trust. The provisions of this section shall also extend to the employees and agents of the Trustee.

ARTICLE TWELVE

Irrevocability and Termination

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

(a) The Department determines that the Trust is no longer required, including when the Department has accepted a bond or bonds from the Settlor pursuant to Paragraph 5(c) of the CO&A.

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

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

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

ARTICLE THIRTEEN

Amendments

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

ARTICLE FOURTEEN

Notices

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

Department: Director, District Mining Operations
 Cambria District Mining Office
 286 Industrial Park
 Ebensburg, PA 15931

Trustee: First National Trust Company
 532 Main Street, Suite 5,
 Johnstown, PA 15901

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

ARTICLE FIFTEEN

Interpretation

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

ARTICLE SIXTEEN

Construction

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

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

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

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

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

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

ATTEST:

Kelly M Bradley

SETTLOR:

BY: James Panaro
Name: James Panaro
Title: Executive Vice President

ATTEST:

Saul A Piccini

TRUSTEE:

BY: Zachary Craig
Name: Zachary Craig
Title: Regional Manager

ATTEST:

Malcolm Cutler

DEPARTMENT:

BY: Daniel Sammarco
Name: Daniel Sammarco
Title: District Mining Manager

BY: _____
Name:
Title:

Approved as to Form:

BY: Nels J. Taber
Name: Nels J. Taber
Title: [Counsel for Department]

ARTICLE SEVENTEEN

Situs

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

EXHIBIT A

Any property interests and rights of access to the lands used to treat mine drainage at the Robindale treatment sites located in Cambria, Indiana, and Somerset Counties for the following discharges on six sites operated by Robindale: PU at the RNS #24 Site, RP15 at the RNS #25 Site, UD2 at the Dilltown Refuse Site, MD-1 at the Dilltown Prep Plant Site, SW4 at the Marmon Refuse Site , LW-1 at the Penn Pocahontas Refuse Site, which discharge mine drainage into the waters of the Commonwealth;

Exhibit B
Real Property in Robindale Trust

Permit #	Site	Property
56733702	Marmon	30 Hp Pump
56733702	Marmon	13 Hp Pump
56733702	Marmon	Caustic Tank
56733702	Marmon	Treatment Control Boxes in Treatment Building
32713707	#24	Caustic Tank
11743703	#25	Caustic Tank
56743704	Penn Pocahontas	Caustic Tank

copy of sign versions
as found in Exh G. of COA
to be inserted in the
Trust Agreement also - M.C.
Exhibit C

DRAFT 12/10/08

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

Permit No.
32713707 (RNS #24 Coal Refuse Disposal Area)

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

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

Name: _____ Name: _____

Address: _____ Address: _____

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

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

WHEREAS, [Operator] conducted surface mining activities on [or adjacent to] the Property pursuant to Surface Mining Permit No. _____;

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

WHEREAS, DEP and [Operator] have entered into a Consent Order and Agreement, dated _____ (COA) which requires [Operator] to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutional discharge(s);

WHEREAS, [Operator] has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee [Operator's] legal obligation

Exhibit D

Payments into Trust by Robindale

<u>Year</u>	<u>Initial Contribution</u>	<u>Annual Contribution</u>		<u>Calculated Trust Value</u>	<u>Primary Trust Valuation</u>
2014	\$492,000.00	\$0.00	within 60 days of signing of the Postmining Treatment Trust COA	\$492,000.00	\$2,031,746.65
2015		\$492,000.00	deposit by January 1, 2015	\$1,025,475.60	\$2,094,730.80
2016		\$492,000.00	deposit by January 1, 2016	\$1,603,923.19	\$2,159,667.45
2017		\$487,483.22	deposit by January 1, 2017	\$2,226,617.14	\$2,226,617.14
				Inflation =	3.10%
				Earnings =	8.43%

Note: the final amount deposited by January 1, 2017 may need to be adjusted to correspond with the performance of the Trust Fund.

EXHIBIT E

Trustee Schedule of Fees

Investment management and trustee services schedule:

1.20% on the first \$1,000,000
1.10% on the next \$2,000,000
0.90% on the next \$2,000,000
0.70% over \$5,000,000

Exhibit G

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION**

56743704

Permit No.

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

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

Name: Robindale Energy Services, Inc.
Address: 224 Grange Hall Road
P. O. Box 228
Armagh, PA 15920-0228

WHEREAS, the Property Owner owns surface property containing 63.54 acres located in Brothersvalley Township, Somerset County, Pennsylvania, and described as parcel 08-0-009170 in the Somerset County Recorder's Office (the Property);

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

WHEREAS, Robindale Energy Services, Inc. conducted surface mining activities on the Property pursuant to CRDP #56743704;

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

WHEREAS, DEP and Robindale Energy Services, Inc. have entered into a Consent Order and Agreement, dated November 19, 2014 (COA) which requires Robindale Energy Services, Inc. to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutorial discharge(s);

WHEREAS, Robindale Energy Services, Inc. has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee Robindale Energy Services, Inc.'s legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Robindale Energy Services, Inc.'s obligation for long-term treatment, or abatement, of the post-mining polluttional discharge(s) on the Property;

WHEREAS, to comply with the Consent Order and Agreement, Robindale Energy Services, Inc., DEP and the Trustee must have access to the Property to conduct and/or oversee the activities required by the Consent Order and Agreement;

WHEREAS, [*Robindale Energy Services, Inc. and DEP*] have requested and the Property Owner(s) is willing to grant Robindale Energy Services, Inc., DEP and the Trustee a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including construction, operation and maintenance of mine drainage treatment facilities;

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

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

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Robindale Energy Services, Inc., DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities. It is specifically agreed and understood that this contractual consent gives the Robindale Energy Services, Inc., DEP and the Trustee, or their agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Robindale Energy Services, Inc. to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.

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

5. Notification. This Consent to Right of Entry shall be recorded by Robindale Energy Services, Inc. in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

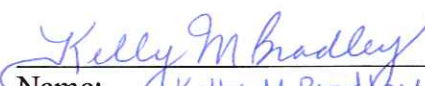
6. Representation of Interests. The Property Owners represent that they are the only persons or entities who have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) are authorized to grant access to Robindale Energy Services, Inc., DEP and the Trustee for construction, operation and maintenance of the mine drainage treatment facility.

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

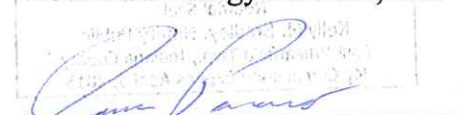
IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 19th day of November, 2014.

The Property Owner

Witness:


Name: Kelly M Bradley
Title: Asst Secretary

Robindale Energy Services, Inc.


Name: James Panaro
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Pennsylvania

:

COUNTY OF Indiana

:

SS

:

On this, the 19th day of November, 2014, before me, the undersigned Notary, personally appeared

James Panaro

(Name (s))

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

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

(SEAL)

Kelly M Bradley

My Commission Expires: April 5, 2015

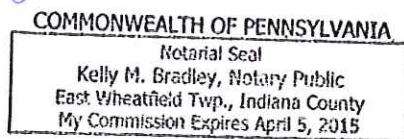


Exhibit G

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION**

56733702
Permit No.

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

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

Name: Robindale Energy Services, Inc.
Address: 224 Grange Hall Road
P. O. Box 228
Armagh, PA 15920-0228

WHEREAS, the Property Owner owns surface property containing 204.15 acres located in Jenner Township, Somerset County, Pennsylvania, and described as parcel 21-0-024200 in the Somerset County Recorder's Office (the Property);

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

WHEREAS, Robindale Energy Services, Inc. conducted surface mining activities on the Property pursuant to CRDP #56733702;

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

WHEREAS, DEP and Robindale Energy Services, Inc. have entered into a Consent Order and Agreement, dated November 19, 2014 (COA) which requires Robindale Energy Services, Inc. to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutorial discharge(s);

WHEREAS, Robindale Energy Services, Inc. has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee Robindale Energy Services, Inc.'s legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Robindale Energy Services, Inc.'s obligation for long-term treatment, or abatement, of the post-mining polluttional discharge(s) on the Property;

WHEREAS, to comply with the Consent Order and Agreement, Robindale Energy Services, Inc., DEP and the Trustee must have access to the Property to conduct and/or oversee the activities required by the Consent Order and Agreement;

WHEREAS, [*Robindale Energy Services, Inc. and DEP*] have requested and the Property Owner(s) is willing to grant Robindale Energy Services, Inc., DEP and the Trustee a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including construction, operation and maintenance of mine drainage treatment facilities;

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

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

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Robindale Energy Services, Inc., DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities. It is specifically agreed and understood that this contractual consent gives the Robindale Energy Services, Inc., DEP and the Trustee, or their agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Robindale Energy Services, Inc. to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.

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

5. Notification. This Consent to Right of Entry shall be recorded by Robindale Energy Services, Inc. in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

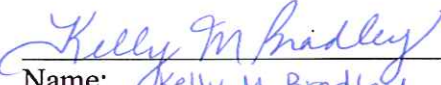
6. Representation of Interests. The Property Owners represent that they are the only persons or entities who have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) are authorized to grant access to Robindale Energy Services, Inc., DEP and the Trustee for construction, operation and maintenance of the mine drainage treatment facility.

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

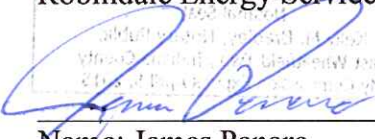
IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 19th day of November, 2014.

The Property Owner

Witness:


Name: Kelly M. Bradley
Title: Asst Secretary

Robindale Energy Services, Inc.


Name: James Panaro
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Pennsylvania

:

ss

COUNTY OF Indiana

:

On this, the 19th day of November, 2014, before me, the undersigned Notary, personally appeared

James Panaro

(Name (s))

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

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

(SEAL)

Kelly M Bradley

My Commission Expires: April 5, 2015

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kelly M. Bradley, Notary Public
East Wheatfield Twp., Indiana County
My Commission Expires April 5, 2015

Exhibit G

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION**

32733709 & 32841601

Permit Nos.

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

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

Name: Robindale Energy Services, Inc.
Address: 224 Grange Hall Road
P. O. Box 228
Armagh, PA 15920-0228

WHEREAS, the Property Owner owns surface property containing 1606.62 acres located in Brush Valley Township, Indiana County, Pennsylvania, and described as parcels 08-023-107, 08-023-104.01, 08-023-103, 08-023-102, 08-023-101.01, 08-023-101, 08-023-100, 08-022-111, 08-022-110.02, 08-022-110.01, 08-022-109, 08-022-107, 08-022-105.02, 08-022-105.01, 08-022-105, 08-022-103, 08-022-102.01, 08-022-102, 08-015-118, 08-015-116, 08-015-115, 08-015-114, 08-015-106, 08-021-100.02, 08-021-100.01, and 08-021-106 in the Indiana County Recorder's Office (the Property);

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

WHEREAS, Robindale Energy Services, Inc. conducted surface mining activities on the Property pursuant to CRDA #32733709 and CMAP #32841601;

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

WHEREAS, DEP and Robindale Energy Services, Inc. have entered into a Consent Order and Agreement, dated November 19, 2014 (COA) which requires Robindale Energy Services, Inc. to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutorial discharge(s);

WHEREAS, Robindale Energy Services, Inc. has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee Robindale Energy Services, Inc.'s legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Robindale Energy Services, Inc.'s obligation for long-term treatment, or abatement, of the post-mining pollutorial discharge(s) on the Property;

WHEREAS, to comply with the Consent Order and Agreement, Robindale Energy Services, Inc., DEP and the Trustee must have access to the Property to conduct and/or oversee the activities required by the Consent Order and Agreement;

WHEREAS, [*Robindale Energy Services, Inc. and DEP*] have requested and the Property Owner(s) is willing to grant Robindale Energy Services, Inc., DEP and the Trustee a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including construction, operation and maintenance of mine drainage treatment facilities;

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

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

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Robindale Energy Services, Inc., DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities. It is specifically agreed and understood that this contractual consent gives the Robindale Energy Services, Inc., DEP and the Trustee, or their agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Robindale Energy Services, Inc. to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.

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

5. Notification. This Consent to Right of Entry shall be recorded by Robindale Energy Services, Inc. in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

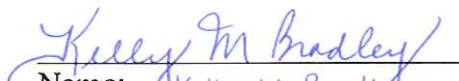
6. Representation of Interests. The Property Owners represent that they are the only persons or entities who have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) are authorized to grant access to Robindale Energy Services, Inc., DEP and the Trustee for construction, operation and maintenance of the mine drainage treatment facility.

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

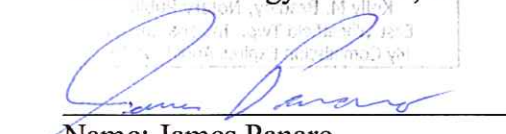
IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 19th day of November, 2014.

The Property Owner

Witness:


Name: Kelly M Bradley
Title: Asst Secretary

Robindale Energy Services, Inc.


Name: James Panaro
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Pennsylvania :
 :
COUNTY OF Indiana : SS

On this, the 19th day of November, 2014, before me, the undersigned Notary, personally appeared

James Panaro

(Name (s))

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

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

(SEAL) Kelly M. Bradley

My Commission Expires: April 5, 2015

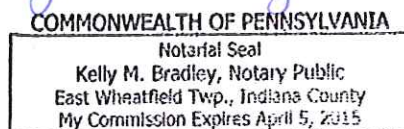


Exhibit G

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION**

11743703
Permit No.

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

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

Name: Robindale Energy Services, Inc.
Address: 224 Grange Hall Road
P. O. Box 228
Armagh, PA 15920-0228

WHEREAS, the Property Owner owns surface property containing 154.7 acres located in West Carroll Township, Cambria County, Pennsylvania, and described as parcels 65-07-216 and 65-07-100.001 parcels in the Cambria County Recorder's Office (the Property);

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

WHEREAS, Robindale Energy Services, Inc. conducted surface mining activities on the Property pursuant to CRDA #11743703;

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

WHEREAS, DEP and Robindale Energy Services, Inc. have entered into a Consent Order and Agreement, dated November 19, 2014 (COA) which requires Robindale Energy Services, Inc. to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutional discharge(s);

WHEREAS, Robindale Energy Services, Inc. has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee Robindale Energy Services, Inc.'s legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Robindale Energy Services, Inc.'s obligation for long-term treatment, or abatement, of the post-mining pollutional discharge(s) on the Property;

WHEREAS, to comply with the Consent Order and Agreement, Robindale Energy Services, Inc., DEP and the Trustee must have access to the Property to conduct and/or oversee the activities required by the Consent Order and Agreement;

WHEREAS, [*Robindale Energy Services, Inc. and DEP*] have requested and the Property Owner(s) is willing to grant Robindale Energy Services, Inc., DEP and the Trustee a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including construction, operation and maintenance of mine drainage treatment facilities;

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

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

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Robindale Energy Services, Inc., DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities. It is specifically agreed and understood that this contractual consent gives the Robindale Energy Services, Inc., DEP and the Trustee, or their agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Robindale Energy Services, Inc. to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.

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

5. Notification. This Consent to Right of Entry shall be recorded by Robindale Energy Services, Inc. in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

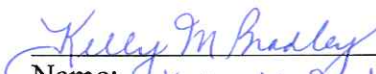
6. Representation of Interests. The Property Owners represent that they are the only persons or entities who have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) are authorized to grant access to Robindale Energy Services, Inc., DEP and the Trustee for construction, operation and maintenance of the mine drainage treatment facility.

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

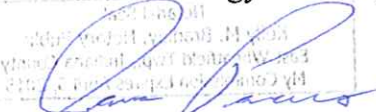
IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 19th day of November, 2014.

The Property Owner

Witness:


Name: Kelly M Bradley
Title: Asst Secretary

Robindale Energy Services, Inc.


Name: James Panaro
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Pennsylvania

:

SS

COUNTY OF Indiana

:

On this, the 19th day of November, 2014, before me, the undersigned Notary, personally appeared

James Panaro

(Name (s))

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

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

(SEAL)

Kelly M Bradley

My Commission Expires: April 5, 2015

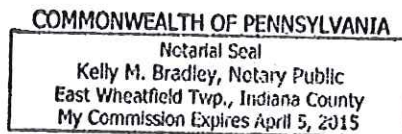


Exhibit G

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF MINING AND RECLAMATION**

32713707
Permit No.

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

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

Name: Robindale Energy Services, Inc.
Address: 224 Grange Hall Road
P. O. Box 228
Armagh, PA 15920-0228

WHEREAS, the Property Owner owns surface property containing 328.89 acres located in Pine Township, Indiana County, Pennsylvania, and described as parcels 33-16-151, 33-14-120, 33-16-140, 33-16-123.01, 33-16-117.01, and 33-14-108.03 in the Indiana County Recorder's Office (the Property);

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

WHEREAS, Robindale Energy Services, Inc. conducted surface mining activities on the Property pursuant to CRDA #32713707;

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

WHEREAS, DEP and Robindale Energy Services, Inc. have entered into a Consent Order and Agreement, dated November 19, 2014 (COA) which requires Robindale Energy Services, Inc. to construct, operate and maintain mine drainage treatment facilities on the Property for purposes of treating the pollutorial discharge(s);

WHEREAS, Robindale Energy Services, Inc. has established a trust with a financial institution, managed by a trustee (the Trustee), in order provide sufficient funds to guarantee Robindale Energy Services, Inc.'s legal obligation to operate and maintain the mine drainage treatment facilities on the Property and the Robindale Energy Services, Inc.'s obligation for long-term treatment, or abatement, of the post-mining polluttional discharge(s) on the Property;

WHEREAS, to comply with the Consent Order and Agreement, Robindale Energy Services, Inc., DEP and the Trustee must have access to the Property to conduct and/or oversee the activities required by the Consent Order and Agreement;

WHEREAS, [*Robindale Energy Services, Inc. and DEP*] have requested and the Property Owner(s) is willing to grant Robindale Energy Services, Inc., DEP and the Trustee a right of entry into, under, over and upon the Property to conduct mine reclamation activities on the Property, including construction, operation and maintenance of mine drainage treatment facilities;

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

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

1. Right of Entry. The Property Owner(s) hereby grants and conveys to Robindale Energy Services, Inc., DEP and the Trustee, its employees, agents, servants, contractors and subcontractors, a right of entry into, under, over and upon the Property. This right of entry includes all necessary rights of ingress, egress and regress with all personnel, materials, and equipment needed to perform the mine reclamation activities. It is specifically agreed and understood that this contractual consent gives the Robindale Energy Services, Inc., DEP and the Trustee, or their agent, the right to construct, operate and maintain all treatment facilities necessary to remediate pollution from any mine drainage discharging from or passing through the Property. This contractual consent does not constitute any ownership interest by the Commonwealth in the Property.

2. Duration of Right of Entry. The term of this Right of Entry shall extend for the length of time necessary to complete the reclamation activities described in the COA. It is specifically understood and agreed that the term of this Right of Entry extends for the length of time necessary to operate and maintain all mine drainage treatment facilities on the Property, in furtherance of the goal of remediating water pollution, and shall only terminate when such treatment facilities are no longer necessary to remediate or prevent pollution to waters of the Commonwealth.

3. Insurance. DEP will require Robindale Energy Services, Inc. to obtain and keep in force insurance coverage sufficient to protect against damage or injury associated with the operation and maintenance of the mine drainage treatment facilities on the Property.

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

5. Notification. This Consent to Right of Entry shall be recorded by Robindale Energy Services, Inc. in the Indiana County Recorder's Office within thirty days of its execution. In the event that the Property Owner(s) intends to sell, lease, or otherwise transfer any interest in the Property prior to the termination of this Right of Entry, the Property Owners shall advise the prospective owner or lessee of the terms and conditions of this Right of Entry. The Property Owner(s) shall advise DEP of the intent to sell the Property prior to any sale.

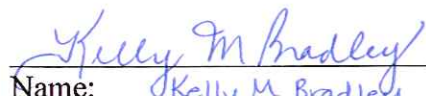
6. Representation of Interests. The Property Owners represent that they are the only persons or entities who have any legal interest in the Property, including any easements or rights-of-way, and that the Property Owner(s) are authorized to grant access to Robindale Energy Services, Inc., DEP and the Trustee for construction, operation and maintenance of the mine drainage treatment facility.

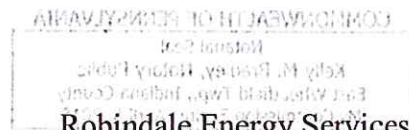
7. Binding on Successors. All the covenants, representations, consents, waivers and agreements contained herein shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the Property Owner sets its hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 19th day of November, 2014.

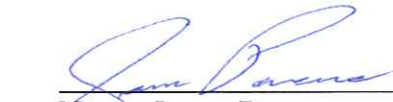
The Property Owner

Witness:


Name: Kelly M Bradley
Title: Asst Secretary



Robindale Energy Services, Inc.


Name: James Panaro
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Pennsylvania :
 :
COUNTY OF Indiana : SS

On this, the 19th day of November, 20 14, before me, the undersigned Notary,
personally appeared

James Panaro

(Name (s))

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

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

(SEAL)

Kelly M. Bradley
Notary Public

My Commission Expires: April 5, 2015

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly M. Bradley, Notary Public
East Wheatfield Twp., Indiana County
My Commission Expires April 5, 2015

Exhibit H

Robindale - Time Funding Calculator - Primary Trust Valuation

Inflation = 3.10%

Earnings = 8.43%

<u>Year</u>	<u>Initial Contribution</u>	<u>Annual Contribution</u>	<u>Calculated Trust Value</u>	<u>Primary Trust Valuation</u>
2014	\$492,000.00	\$0.00	\$492,000.00	\$2,031,746.65
2015		\$492,000.00	\$1,025,475.60	\$2,094,730.80
2016		\$492,000.00	\$1,603,923.19	\$2,159,667.45
2017		\$487,483.22	\$2,226,617.14	\$2,226,617.14

Exhibit I
Personal Property in Robindale Trust

Permit #	Site	Property
56733702	Marmon	30 Hp Pump
56733702	Marmon	13 Hp Pump
56733702	Marmon	Caustic Tank
56733702	Marmon	Treatment Control Boxes in Treatment Building
32713707	#24	Caustic Tank
11743703	#25	Caustic Tank
56743704	Penn Pocahontas	Caustic Tank

EXHIBIT J

BILL OF SALE AND LICENSE AGREEMENT

This Bill of Sale and License Agreement is entered into this 19th day of November, 2014 by and between Robindale Energy Services, Inc., a Pennsylvania corporation, with its principal place of business at 224 Grange Hall Road, P.O. Box 228, Armagh, Pennsylvania ("Transferor") and the First National Trust Company, as Trustee of the Robindale Global Treatment Trust (hereinafter the "Robindale Trust") ("Trustee").

Whereas, the Transferor has entered into a Consent Order and Agreement ("CO&A") dated November 19, 2014 with the Pennsylvania Department of Environmental Protection (the "Department"), and

Whereas, the Transferor has entered into a Post-Mining Discharge Treatment Trust Agreement dated November 19, 2014 with the Trustee which established the Robindale Trust, and

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

KNOW ALL MEN BY THESE PRESENTS that Transferor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, does hereby bargain, sell, transfer and convey to the First National Trust Company as Trustee of the Robindale Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the Robindale Trust Treatment Facilities, including, but not limited to, the equipment and other property described on Exhibit 1, attached hereto and made a part hereof, such transfer to be effective as of the date hereof (the "Effective Date").

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

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

Parts, additional equipment, replacements, and upgrades to the Personal Property and the treatment facilities and systems shall be done with the express written consent of the Trustee and

the Department. As a condition of the License hereby granted, the Transferor agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the First National Trust Company as Trustee of the Robindale Trust. As long as this license is in effect and not terminated or revoked, Transferor, or its successor, shall bear all risk of loss of the Personal Property.

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

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

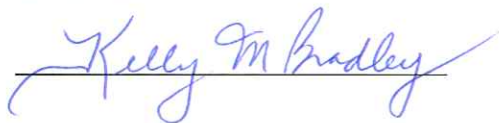
TRANSFEROR:

ROBINDALE ENERGY SERVICES, INC.



(signature)

Witness:

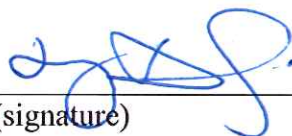


By: James Panaro

Its: Executive Vice President

TRUSTEE:

FIRST NATIONAL TRUST COMPANY



(signature)

Witness:



By: Zachary Craig

Its: Regional Manager

EXHIBIT 1

Transferred Personal Property

Permit #	Site	Property
56733702	Marmon	30 Hp Pump
56733702	Marmon	13 Hp Pump
56733702	Marmon	Caustic Tank
56733702	Marmon	Treatment Control Boxes in Treatment Building
32713707	#24	Caustic Tank
11743703	#25	Caustic Tank
56743704	Penn Pocahontas	Caustic Tank

