

IN THE MATTER OF: Junior Coal Contracting, Inc.

**FIRST AMENDMENT TO POST-MINING DISCHARGE TREATMENT TRUST AGREEMENT**

This First Amendment to the Post-Mining Discharge Treatment Trust Agreement (“First Amended Trust Agreement”) is made this 17<sup>th</sup> day of January, 201~~8~~<sup>9</sup>, by and among Junior Coal Contracting, Inc. (“Settlor”), the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter “Department” or “Beneficiary”), <sup>CBT Bank, a Division of Riverview</sup> ~~Clearfield Bank and Trust~~ Bank, formerly Clearfield Bank & Trust Company ~~Company~~ (“Trustee”). This First Amended Trust Agreement amends the Post-Mining Discharge Treatment Trust Agreement dated May 19, 2016 by and among Junior Coal, the Department and <sup>CBT Bank, a Division of Riverview Bank, formerly</sup> ~~Clearfield Bank and Trust Company~~ (“2016 Trust Agreement”).

WHEREAS, on May 19, 2016, the Department and the Settlor entered into a Postmining Treatment Trust Consent Order and Agreement (“2016 COA”) in which Junior Coal agreed to finance a postmining treatment trust to meet its long-term postmining discharge treatment obligations for the Runk Operation, Surface Mining Permit (“SMP”) No. 17980117;

WHEREAS, on May 19, 2016, the Settlor and <sup>CBT Bank, a Division of Riverview</sup> ~~Clearfield Bank and Trust~~ Bank, formerly Clearfield Bank & Trust Company ~~Company~~ entered into the 2016 Trust Agreement which established a post-mining treatment trust known as the Junior Coal Contracting Treatment Trust (the “Trust”) with the Trustee;

WHEREAS, on May 19, 2016, the Department joined in the 2016 Trust Agreement to indicate its acceptance of the terms and conditions set forth in the Agreement, as well as the powers and authorities granted by the Trust;

WHEREAS, the Settlor is the permittee of the Little Beaver Operation, SMP No. 17930103 (“Little Beaver”), located in Decatur Township, Clearfield County which is associated with post-mining discharge liability;

WHEREAS, on or about the date of this First Amended Trust Agreement, the Settlor has entered into the First Amendment to Postmining Treatment Trust Consent Order and Agreement (“First Amended COA”) with the Department 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 the Little Beaver Operation;

WHEREAS, the Little Beaver Treatment System includes a discharge containment pond, two gravity-fed settling ponds with synthetic liners, a drying bed, an in-line flume, and a 250-gallon caustic soda tank. With the exception of the caustic soda tank, these are installed as improvements to land owned by J.R. Land Company, Inc. This treatment system is located in Decatur Township, Clearfield County (the “Treatment System”). The discharge from the Treatment System flows into Beaver Run via NPDES Outfall 019;

WHEREAS, Section 13.1 of the 2016 Trust Agreement states it may be amended by an instrument in writing, executed by the Settlor and the Department; and

WHEREAS, the Settlor, the Department, and the Trustee desire to amend the 2016 Trust Agreement to include the Little Beaver Operation, add the discharge associated with this site, address funding of the primary trust account, make certain changes to the Trust, and establish the legal obligation of the Settlor to operate and maintain the treatment system for the discharge associated with the Little Beaver Operation in perpetuity or until water treatment is no longer necessary.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the parties set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Effective immediately upon the execution of this First Amended Trust Agreement, the Trust Agreement shall include the treatment of the discharge from the Little Beaver Operation, SMP No. 17930103, and Junior Coal's obligation to operate and maintain the Little Beaver Operation Treatment System in perpetuity or until water treatment is no longer necessary.

2. Article 1.3 of the 2016 Trust Agreement is revised to add the following:

§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 \$34,492.78 by the Settlor.
- (b) Certain rights of entry and real and personal property including buildings, structures, fixtures and appurtenances described in the Consent to Right of Entry attached as Exhibit A.
- (c) Certain personal property identified in Exhibit B.
- (d) Ongoing Payments to be made by the Settlor in the amounts and on the dates specified in Exhibit C and such other payment as shall 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 in the Bill of Sale and License attached as Exhibit D.

3. Except as specified herein, all the terms and provisions of the 2016 Trust Agreement shall remain in full force and effect.

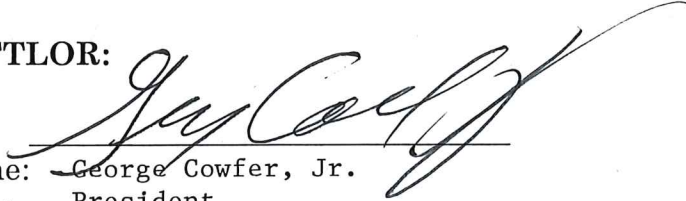
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Postmining Discharge Treatment Trust Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto fixed as of the date first written above.

ATTEST:

  
\_\_\_\_\_

SETTLOR:

BY:

  
Name: George Cowfer, Jr.  
Title: President

CBT Bank, A Division of Riverview Bank  
Successor of Fiduciary to  
Clearfield Bank & Trust Company

ATTEST:

*Jim [Signature]*  
VP + Trust officer

TRUSTEE:

BY: By *George M. Weidfern*  
Name: *George M. Weidfern* Trust Officer  
Title: *Vice President/Trust officer*

ATTEST:

*John J. Allen*

DEPARTMENT:

BY: *[Signature]*  
Name:  
Title:

Approved as to Form:


BY: *Robyn Katzman Bowman*  
Robyn Katzman Bowman  
Supervisory Counsel  
Commonwealth of Pennsylvania,  
Department of Environmental Protection

## BOARD RESOLUTION

The following resolution was approved by the Board of Directors of Riverview Bank on October 5, 2017:

NOW THEREFORE BE IT RESOLVED that Christine A. Zanis, Dennis E. Hampton, George M. Weidlein, Janet M. Strosky, Vicki J. Myers and Michele L. Reber have been granted the authority to sign on behalf of Riverview Bank, Clearfield Bank & Trust Company, now known as CBT Bank, a division of Riverview Bank, CBT Bank, Clearfield Bank and Trust, Union Bank and Trust Company, and Citizens National Bank of Meyersdale, in any fiduciary or other capacity, any instrument or other document required, necessary, proper or usual in the conduct of the matter in respect to which such instrument or document is executed, including any and all conveyances, assignments, transfers and releases of property and discharges of obligations and security, and that such officers are also severally authorized to constitute and appoint one or more attorneys-in-fact or agents to transfer registered securities with full power of substitution, and to do and perform all other acts and execute all other reports, statements and documents that may be required, necessary, proper or usual in the administration of any such matter.

Motion was made by *MARLENE K. Sample* and seconded by *Timothy E. Kesh*, motion carried.

  
Corporate Secretary

**Exhibit A**

**Junior Coal Contracting, Inc.  
Little Beaver Operation  
Trust Fund Payment Schedule**

<u>Payment Date Payments</u>	<u>Payment Amount</u>	<u>Total of</u>
Due open signing COA	\$34,492.78	\$34,492.78
Due December 31, 2017	\$34,492.78	\$68,985.56
Due March 31, 2018	\$34,492.78	\$103,478.34
Due June 30, 2018	\$34,492.78	\$137,971.12

**Exhibit B**

**Little Beaver Operation Personal Property**

250 Gallon Caustic Soda tank



**EXHIBIT C**

**BILL OF SALE AND LICENSE AGREEMENT**

This Bill of Sale and License Agreement is entered into this 17th day of January, 2018, between **Junior Coal Contracting, Inc.** with a place of business at 2330 Sixmile Road, Phillipsburg, Pennsylvania, 16866 ("Transferor") and ~~Clearfield Bank and Trust Company, \*\*~~ with a business address of 11 North Second Street, Clearfield, PA 16830 as Trustee of the Junior Coal Contracting Post-Mining Discharge Treatment Trust (hereinafter the "Junior Coal Trust") ("Trustee").

**Whereas**, Junior Coal has entered into a First Amendment to Postmining Treatment Trust Consent Order and Agreement Number 164001 ("First Amended COA") dated January 17, 2018 with the Pennsylvania Department of Environmental Protection (the "Department");

**Whereas**, Junior Coal has entered into a First Amendment to Post-Mining Discharge Treatment Trust Agreement dated January 17, 2018 with ~~Clearfield Bank and Trust Company~~ <sup>CBT Bank, a Division of</sup> Riverview Bank, formerly Clearfield Bank & Trust Company

**Whereas**, the Department requires Transferor to continue to treat the post-mining discharges covered by the First Amended COA, 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 Junior Coal 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 ~~Clearfield Bank and Trust Company, \*\*~~ as Trustee of the Junior Coal Trust, all of its right, title and interest to the equipment, facilities, and other personal property (the "Personal Property") comprising the Little Beaver Operation 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 Junior Coal 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 Junior Coal, or its successor, is conducting the necessary water treatment operations. Pursuant to the exercise of the rights granted under this License, Junior Coal 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 **\*\*CBT Bank, a Division of Riverview Bank, formerly Clearfield Bank & Trust Company**

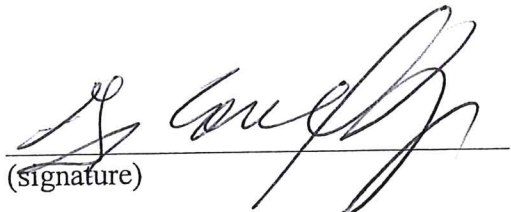
**EXHIBIT C**

the Department. As a condition of the License hereby granted, Junior Coal agrees that all such parts, additional equipment, replacements, and upgrades shall immediately and automatically become the property of the ~~Clearfield Bank and Trust Company~~ as Trustee of the Junior Coal Trust. As long as this license is in effect and not terminated or revoked, Junior Coal, 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:**  
JUNIOR COAL CONTRACTING, INC.

  
(signature)

By: George Cowfer Jr

Its: President

Witness:

  
\_\_\_\_\_

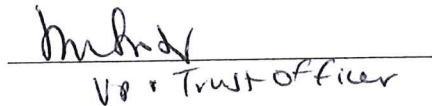
**TRUSTEE:** CBT BANK, A DIVISION OF RIVERVIEW BANK, FORMERLY  
~~CLEARFIELD BANK AND TRUST COMPANY~~ CLEARFIELD BANK & TRUST COMPANY

  
(signature)

By: George M. Weidlein

Its: Vice President / Trust Officer

Witness:

  
Vice Trust Officer

\*\* CBT Bank, a Division of Riverview Bank, formerly Clearfield Bank & Trust Company

**EXHIBIT C**

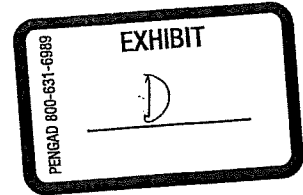
**EXHIBIT 1**

Transferred Personal Property

250 Gallon Caustic Soda Tank

CLEARFIELD COUNTY  
RECORDER OF DEEDS

Maurene E. Inlow, Recorder  
Cynthia R. Coudriet - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830



**\*RETURN DOCUMENT TO:**

GEO-TECH ENGINEERING INC  
4031 ALLPORT CUTOFF  
MORRISDALE, PA 16858

Instrument Number - 201610346  
Recorded On 9/2/2016 At 8:38:38 AM

\* Instrument Type - AGREEMENT

\* Total Pages - 5

Invoice Number - 313088

\* Mortgagor - JR LAND COMPANY INC

\* Mortgagee - JUNIOR COAL CONTRACTING INC

\* Customer - GEO-TECH ENGINEERING INC

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Maurene E. Inlow*  
Maurene E. Inlow  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

RECORDED

SEP 30 2016

DEP Moshannon DMO

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

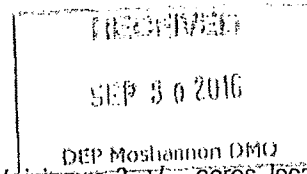
\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

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

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

Name: JR Land Company, Inc.

Address: 2330 Six Mile Road, Phillipsburg, PA 16858



WHEREAS, the Property Owner(s) own surface property containing 3.71 acres located in Decatur Township, Clearfield County, Pennsylvania, and described in Instrument # 200603634-3 in the Clearfield County Recorder's Office (the Property);

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

WHEREAS, Junior Coal Contracting, Inc. ("*Operator*") conducted surface mining activities on or adjacent to the Property pursuant to Surface Mining Permit No. 17930103;

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

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

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

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

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

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

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

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

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

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

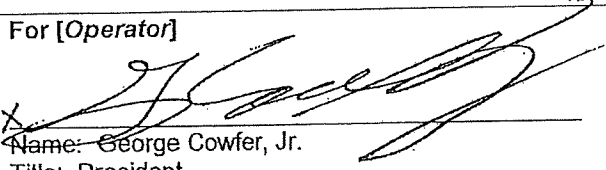
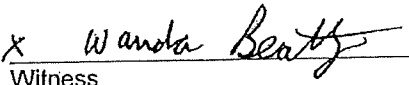
3. Insurance. DEP will require *Operator* to obtain and keep in force insurance coverage in accordance with the requirements of 25 Pa. Code § 86.168.

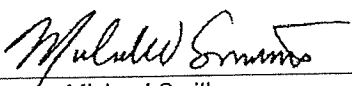
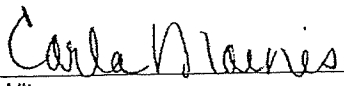
4. Property Use. During the term of this Right of Entry, the Property Owner(s) will not, without the written consent of DEP, make any use of the Property which will interfere with the construction, operation or maintenance of the mine drainage treatment facilities installed on the Treatment Facility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

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

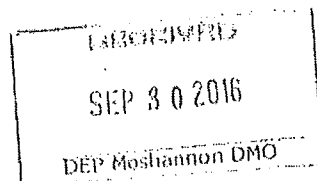
6. Representation of Interests. The Property Owners represent that they are the only persons authorized to grant access to the Treatment Facility Property.

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

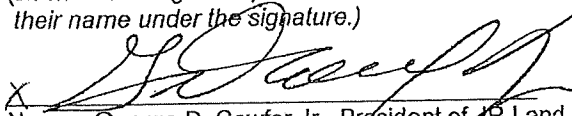
For [Operator]	
	
Name: George Cowfer, Jr. Title: President	Witness

For the Department of Environmental Protection:	
	
Name: Michael Smith Title: District Mine Manager	Witness

IN WITNESS WHEREOF, each of the parties set its respective hand and seal, for itself, its heirs, executors, administrators, successors and assigns, intending to be legally bound, this 30<sup>th</sup> day of August, 2016.



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

X   
Name: George D. Cowfer Jr., President of JR Land Company, Inc.

Name:

ACKNOWLEDGEMENT

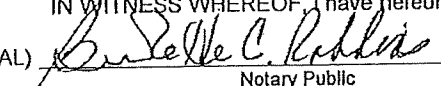
STATE OF Pennsylvania :  
: ss  
COUNTY OF :

On this, the 30<sup>th</sup> day of AUGUST, 2016, before me, the undersigned Notary, personally appeared

George D. Cowfer Jr., President of JR Land Company, Inc.  
(Name (s))

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

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

(SEAL)   
Notary Public

My Commission Expires: 2/13/19

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
BERNADETTE CHRISTINE ROBBINS, NOTARY PUBLIC  
DECATUR TOWNSHIP, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES FEBRUARY 13, 2019

RECEIVED  
SEP 30 2016  
DEP Moshannon DMO