

THIS DEED

Made this 10 day of August, in the year Two Thousand and Eleven (2011)

ALL THOSE CERTAIN pieces or parcels of land situated in Plymouth Township, Luzerne County, Commonwealth of Pennsylvania, bounded and described as follows:

Description of E. C. Wadams Lands Tract.

BEGINNING at a corner on the Susquehanna River; Thence North, twenty-eight degrees and forty-five minutes west, one thousand eight hundred and fifty three feet to a corner; Thence south sixty-nine degrees west, one hundred and sixty five feet to a corner; Thence North, twenty nine degrees West, nine hundred and ninety one feet to a corner; Thence South, sixty seven degrees West, one hundred and seventy feet to a corner; Thence North, twenty nine degrees and forty five minutes West, three thousand two hundred and forty feet to a corner, Thence South, sixty two degrees West, three hundred and forty feet to a corner; Thence North, twenty nine degrees and thirty minutes West, five thousand four hundred feet to a corner; Thence North, sixty degrees East, four thousand one hundred and twenty feet to a corner; Thence South, twenty nine degrees and thirty minutes East, five thousand and twenty feet to a corner; Thence South fifty two degrees West, two hundred and twenty nine feet to a corner; Thence South twenty nine degrees and forty five minutes East, three thousand and sixty five feet to a corner; Thence South, fifty four degrees and forty five minutes West, three hundred and eight feet to a corner; Thence South twenty nine degrees and thirty minutes East, four hundred and twelve feet to a corner; Thence South, sixty four degrees West, one thousand eight hundred and seventy nine feet to a corner; Thence South, twenty eight degrees and fifteen minutes East, three hundred and twenty two feet to a corner; Thence South fifty two degrees West, two hundred and twenty nine feet to a corner; Thence South, twenty nine degrees and forty five minutes East, three thousand and sixty five feet to a corner; Thence South, fifty four degrees and forty five minutes West, three hundred and eight feet to a corner; thence South twenty nine degrees and thirty minutes East, four hundred and twelve feet to a corner; Thence South, sixty four degrees West, one thousand eight

hundred and seventy nine feet to a corner; Thence South twenty eight degrees and fifteen minutes East, three hundred and twenty two feet to a corner; Thence South sixty seven degrees West, sixteen feet to a corner; Thence South twenty eight degrees and thirty minutes East, one thousand two hundred and eighty two feet to a corner; Thence South fifty six degrees West, one hundred and sixty five feet to a corner; Thence South twenty eight degrees and thirty minutes East, seven hundred and ninety eight feet to a corner; Thence South twenty degrees forty five minutes East, one hundred thirty eight feet to a corner in the center of said Main Street; Thence along the center of said Main Street; South eighty one degrees West, forty feet to a corner; Thence South twenty eight degrees and thirty minutes East, five hundred and ninety feet to a corner on the Susquehanna River; Thence along same South sixty four degrees and thirty minutes West, seven hundred and sixty five feet to the place of beginning.

Containing eight hundred and twenty six and fifty-one hundredths acres of land, more or less.

LESS AND EXCEPTING ALL OF THE PARCELS CONVEYED THEREFROM BY THE GRANTOR HEREIN AND ITS PREDECESSORS IN TITLE.

The parcels being conveyed hereunder being remnant parcels of the Wadams Tract. The said parcels containing approximately 104.133 acres more or less. The said parcels being generally depicted on the annexed tax map, which is made a part hereof.

Being parts of Lots 7 and 8, and the whole of lots 3, 4, 5, and 6. Middle Tier of House Lots, and the whole of Lots 19, 20, 21, 22, 23, part of 24 of the Mountain Tier, Third Division, and the whole of lots 23, 25, 27, and 29, Second Tier, Fourth Division of the Certified Township of Plymouth; and being the same premises conveyed to the Wilkes-Barre Coal Company by deed of E. C. Wadams et al., dated 1st day of September, A. D. 1871, recorded as aforesaid in deed book 151, page 532, and became vested in the said Lehigh and Wilkes-Barre Coal Company by said merger dated 20th day of January A. D. 1874, recorded as aforesaid in deed book 177, page 31. Subject, however, to a lease or agreement, dated March 10, 1924 made by Lehigh and Wilkes-Barre Coal Company to and with T. E. Davis. {Not recorded}.

Being a remnant of the surface of the Wadams Lands Tract, conveyed to Glen Alden Coal Company, later known as Glen Alden Corporation, by Lehigh and Wilkes-Barre Coal Company by Deed dated December 31, 1929, and recorded on the same date in the Office for the Recording of Deeds, etc., in and for Luzerne County, Pennsylvania in Deed Book no. 694, Page 1, et seq.

Being also a portion of the surface Quitclaimed to Blue Coal Corporation by Glen Alden Corporation by Deed dated February 18, 1966 and recorded on the same date in the aforesaid Office in Deed Book no. 1586, Page 92, et seq.

Being also a portion of the surface deeded to Earth Conservancy by Frank J. McDonnell, Trustee for Blue Coal Corporation and Glen Nan Inc. by deed dated August 18, 1994, and recorded in aforesaid office in deed book no. 2501, page 838, et seq.

PROPERTY IDENTIFICATION NUMBER: H800B113

Description of Lance and Bonnell Lands Tract.

Beginning at a corner; Thence South, seventy two degrees and thirty minutes West, one thousand and eighty eight feet to a corner; Thence North, twenty nine degrees and thirty minutes West, one thousand nine hundred and ten feet to a corner; Thence North, sixty two degrees East, one thousand and fifty feet to a corner; Thence South, twenty nine degrees thirty minutes East, two thousand one hundred and fifteen feet to the place of beginning.

Containing forty-six acres and one hundred and nine perches of land, more or less.

LESS AND EXCEPTING ALL OF THE PARCELS CONVEYED THEREFROM BY THE GRANTOR HEREIN AND ITS PREDECESSORS IN TITLE.

The parcels being conveyed hereunder being remnant parcels of the Lance and Bonnell Tract. The said parcels containing approximately 9.277 acres more or less. The said parcels being generally depicted on the annexed tax map, which is made a part hereof.

And being part of Lot 48, First Tier, Fourth Division of the certified Township of Plymouth, and being the same premises conveyed to the said Lehigh and Wilkes-Barre Coal Company by deed of G. B. Bonnell and wife, dated 21st day of February, A. D. 1890, and recorded as aforesaid in deed book 290, page 334; and deed of George B. Bonnell et al., dated 3rd day of December, A. D. 1890, recorded as aforesaid in deed book 295, page 569.

Being a remnant of the surface of the Lance and Bonnell Lands Tract, conveyed to Glen Alden Coal Company, later known as Glen Alden Corporation, by Lehigh and Wilkes-Barre Coal Company by Deed dated December 31, 1929, and recorded on the same date in the Office for the Recording of Deeds, etc., in and for Luzerne County, Pennsylvania in Deed Book no. 694, Page 1, et seq.

Being also a portion of the surface Quitclaimed to Blue Coal Corporation by Glen Alden Corporation by Deed dated February 18, 1966 and recorded on the same date in the aforesaid Office in Deed Book no. 1586, Page 92, et seq.

Being also a portion of the surface deeded to Earth Conservancy by Frank J. McDonnell, Trustee for Blue Coal Corporation and Glen Nan Inc. by deed dated August 18, 1994, and recorded in aforesaid office in deed book no. 2501, page 838, et seq:

PROPERTY IDENTIFICATION NUMBER: H800A107

**Description of H. B. Wright # 357 Lands Tract
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Commencing at a yellow pine in the road over Shawnee Mountain North, seventy-eight degrees West 12.2 perches. Thence South sixty degrees, 12 perches. Thence Northwest by the several courses about 60 perches to land of Oliver Davenport, Thence North fifty seven and one half degrees East, 22.5 perches, Thence North 9.2 perches. Thence North fifty-seven and one half degrees East, 50 perches to a rock oak.

Thence South thirty-four degree East along land of formerly Jacob Gould and Benjamin Reynolds deed. 131 perches thence North eighty-two and one half degrees West, 17 perches, Thence fifty nine degrees West, 19 perches. Thence North forty-nine degrees West 17.5 perches, Thence North seventy-eight degrees West 18.5 perches to beginning.

Containing forty acres of surface more or less. The said parcels being generally depicted on the annexed tax map, which is made a part hereof.

LESS AND EXCEPTING ALL OF THE PARCELS CONVEYED THEREFROM BY THE GRANTOR HEREIN AND ITS PREDECESSORS IN TITLE.

The parcels being conveyed hereunder being remnant parcels of the H. B. Wright Tract # 357. as recorded in deed book 220 page 8. The said parcels containing approximately 5.135 acres more or less. The said parcels being generally depicted on the annexed tax map, which is made a part hereof.

Being a portion of the surface of the H. B. Wright Lands Tract # 357, conveyed to Glen Alden Coal Company, later known as Glen Alden Corporation, by Lehigh and Wilkes-Barre Coal Company by Deed dated December 31, 1929, and recorded on the same date in the Office for the Recording of Deeds, etc., in and for Luzerne County, Pennsylvania in Deed Book no. 694, Page 1, et seq.

Being also a portion of the surface Quitclaimed to Blue Coal Corporation by Glen Alden Corporation by Deed dated February 18, 1966 and recorded on the same date in the aforesaid Office in Deed Book no. 1586, Page 92, et seq.

PROPERTY IDENTIFICATION NUMBER: H800B109

Description of Smith and Wright Lands Tract.

Beginning at a corner; Thence by Lot No. 49 South, seventy-nine degrees East, one hundred and fifty six and seven tenths feet to a corner; Thence South, thirty-seven degrees East, one thousand and sixty four and two-tenths feet to a corner; Thence South, seventy two degrees East, two hundred and eighty eight and seven tenths feet to a corner; Thence North, seventy nine degrees East, four hundred and twenty nine feet to a corner; Thence South fifty two degrees East nine hundred and seventy three and five tenths feet to a corner; Thence South forty three degrees East, five hundred and nineteen and seven tenths feet to a corner; Thence by Lot No. 8 Lower Tier of House Lots, North, fifty seven degrees East, two hundred and two and nine tenths feet to a corner; Thence South thirty four degrees East, two hundred and sixty seven feet to a corner; Thence by Lot No. 6 North, thirty four degrees West, two hundred and sixty seven feet to a corner; Thence North fifty seven degrees East, two hundred and two and nine tenths feet to a corner; Thence by Lot No. 48 Fourth Division, North forty three degrees West, thirty three hundred feet to a chestnut sapling; Thence by the same and Lot No. 49 South, forty seven degrees West, one thousand three hundred and thirty feet to the place of beginning.

Containing seventy five Acres and eighty perches of land, more or less

LESS AND EXCEPTING ALL OF THE PARCELS CONVEYED THEREFROM BY THE GRANTOR HEREIN AND ITS PREDECESSORS IN TITLE.

The parcels being conveyed hereunder being remnant parcels of the Smith and Wright Tract. The said parcels containing approximately 0.798 acres more or less. The said parcels being generally depicted on the annexed tax map, which is made a part hereof.

And being a part of Lot No. 7 Lower Tier of House Lots, and Lot No. 49, First Tier, Fourth Division, and the whole of the Mill Lot in the Certified Township of Plymouth, and being the same premises conveyed to the said Lehigh and Wilkes-Barre Coal Company by deed of A. A. Wright et al., dated 1st day March, A. D. 1897, recorded as aforesaid in deed book 359, page 417.

Being a remnant of the surface of the Smith and Wright Lands Tract, conveyed to Glen Alden Coal Company, later known as Glen Alden Corporation, by Lehigh and Wilkes-Barre Coal Company by Deed dated December 31, 1929, and recorded on the same date in the Office for the Recording of Deeds, etc., in and for Luzerne County, Pennsylvania in Deed Book no. 694, Page 1, et seq.

Being also a portion of the surface Quitclaimed to Blue Coal Corporation by Glen Alden Corporation by Deed dated February 18, 1966 and recorded on the same date in the aforesaid Office in Deed Book no. 1586, Page 92, et seq.

Being also a portion of the surface deeded to Earth Conservancy by Frank J. McDonnell, Trustee for Blue Coal Corporation and Glen Nan Inc. by deed dated August 18, 1994, and recorded in aforesaid office in deed book no. 2501, page 838, et seq:

PROPERTY IDENTIFICATION NUMBER: H800B104

UNDER AND SUBJECT to and together with the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in the prior chain of title.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, all the coal and other minerals in, under or upon the lands above described.

EXCEPTING AND RESERVING ALSO, unto Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, the perpetual right unto said Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, to mine out and remove, dispose of and carry away all or any portion of said coal and other minerals in, under or upon the lands above described and coal and other minerals in, under and upon lands adjoining or adjacent thereto, and to transport coal and other minerals from above described lands and from other lands, through the gangways, tunnels, passages and ways in, under or upon the lands above described in such manner as they, the said Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, may deem proper.

persons, firm or corporation, for or on account of any loss of life or property or injury or damage to persons or property or injury or damage to the surface above described or surface adjoining or adjacent thereto or any or all structures, improvements or personal property thereon, now or hereafter erected, which may be caused by or be due or attributable to the mining and removal of all or any portion of the said coal and other minerals in, under and upon the lands above described or lands adjoining or adjacent thereto, or the driving and using of tunnels, passages and ways thereto, or from any matter or thing done or omitted to be done in connection therewith or in consequence thereof, or for or on account of the extraction and securing of all or any portion of the said oil and gas, as well as the said uranium, thorium and any other materials determined to be particularly essential to the production of fissionable material in, under and upon the surface above described.

(b) Grantor, including its Officers, Directors and Members, its successors and assigns, and the legal owners of the coal, their successors and assigns, as the case may be, shall not in any event incur any liability to Grantees, their heirs, successors or assigns, or on account of any loss of life or property or injury or damage that may occur to the surface above described or to any of the structures or improvements now or hereafter erected thereon, or to any persons or creatures, or personal property in or upon said surface, structures or improvements, caused by reason of the escape of gas from the mines or mining operations in, under or upon the surface above described, or in, under and upon lands adjoining or adjacent thereto, or from dust, smoke, soot, smog, gases, fumes, odors and noises from the breaker where the coal mined and removed from said lands or lands in the vicinity thereof, is prepared for market, or from other breakers or operations of Grantor, its successors and assigns, and the legal owners of the coal, their successors and assigns, as the case may be, used for or in connection with the mining and preparation of coal in the vicinity of the surface aforesaid, or for or on account of any loss of life or property or injury or damage caused by dust, smoke, soot, smog, gases, fumes, odors and noises from any and all waste or refuse banks created by or on lands of the Grantor, or its successors and assigns, or for or on account of the extraction and security of all or any portion of the said oil and gas, as well as the said uranium, thorium and any other materials determined to be particularly essential to the production of fissionable material in, under and upon the surface above described.

(c) That the surface above described shall never be used for or in connection with the mining, stripping, removing, cleaning, preparing, storing, selling or distribution of coal. If the surface above described, or any part thereof, shall hereafter be used for or in connection with the mining, stripping, removing, cleaning, preparing, storing, selling or distribution of coal, then and in that event all the right, title and interest of said Grantees, their heirs, successors and assigns, in and to such part so used or all of the surface above described, if so used, shall immediately cease and determine and thereupon shall revert to and become vested again in the said Grantor, its successors and assigns, to the same extent and with the same force and effect as if this Deed had not been executed.

EXCEPTING AND RESERVING ALSO, unto Grantor, its successors and assigns, any and all right of vertical and lateral support to the surface above described, together with the third estate, so-called, appurtenant to the said surface.

AND said Grantees, for their heirs, successors and assigns, agree, by the acceptance of this Deed to take the above described surface with the full knowledge that the coal and other minerals thereto or thereunder and in or under adjoining or adjacent lands have been or may be partially or entirely mined out and removed, and that from such mining out and removal, or from carelessness in mining, or from other causes, the surface above described and any or all structures, improvements, personal property, persons or creatures thereon may be injured, damaged or entirely destroyed, and that in this Deed there is no covenant or undertaking, expressed, implied or otherwise, that said Grantor, its successors or assigns, and the legal owners of the coal, their successors and assigns, as the case may be, will sustain the said surface, either by vertical or lateral support; but on the contrary, this Deed is accepted by said Grantees, their heirs, successors and assigns, with the full understanding and agreement that said Grantor, for itself, its successors and assigns, and the legal owners of the coal, their successors and assigns, as the case may be, do not agree, undertake, or in anywise covenant to support said surface, either vertically or laterally, and said Grantees, their heirs, successors or assigns, hereby expressly waive the right of support, both vertically and laterally, to the surface above described, together with the structures and improvements and personal property now or hereafter erected thereon.

EXCEPTING AND RESERVING ALSO, unto Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, all of the oil and gas, or the proceeds therefrom, as well as all uranium, thorium and other materials determined to be particularly essential to the production of fissionable material, in whatever concentration, in, under or upon the surface above described, together with the unqualified right unto the Grantor, its successors and assigns, or the legal owners thereof, their successors and assigns, as the case may be, to extract and secure all oil and gas, as well as all uranium, thorium and other materials determined to be particularly essential to the production of fissionable material, without any liability whatsoever to the Grantees, their heirs, successors or assigns.

EXCEPTING AND RESERVING, UNTO grantee, Grantor assigns to Grantee its successors and assigns, a right of way at any and all locations, upon, over and across the surface granted and conveyed to N/F U.G.I. corporation as recorded in deed book 1702 page 750, for ingress and egress and regress to all adjacent properties about to be conveyed bordering aforementioned surface.

Grantees, their heirs, successors and assigns, agree by the acceptance of this Deed, that it is made, executed and delivered subject to the following express provisions, covenants, conditions, waivers and restrictions accepted by and binding upon Grantees, their heirs, successors and assigns, viz:

(a) Grantor (including its Officers, Directors and Members), its successors and assigns, and the legal owners of the coal, their successors and assigns, as the case may be, shall not incur any liability to Grantees, their heirs, successors or assigns, or to any other person or

(d) It is expressly understood and agreed that the exceptions, reservations, provisions, covenants, conditions, waivers and restrictions set forth herein have materially reduced the amount of the consideration of and for this Deed and that any damages or injuries of whatsoever kind or nature caused by or due to the mining or removal of all or any portion of said coal or other minerals, or the extraction and securing of all or any portion of said oil and gas, as well as the said uranium, thorium and other materials determined to be particularly essential to the production of fissionable material, in any manner whatsoever in, under or upon the surface above described or in, under or upon the lands adjoining or adjacent thereto, or otherwise howsoever, have by such reduction been fully liquidated and paid and satisfied in full.

By acceptance of this deed the Grantees acknowledge that the Grantor makes no representation as to the present zoning of the above described premises. Grantees further acknowledge that future use of the premises is subject to the zoning, subdivision and land development regulations of the applicable municipality where the premises are located and may require securing applicable permits evidencing governmental approval of future use.