LESLIE COAL MINING COMPANY

1100 Superior Avenue

Cleveland, Ohio 44114

RECEIVED

APR 28 9 47 AM '77

I. C. C.

FEE OPERATION BR.

RECORDATION NO. 8800-A Filed & Recorded

APR 28 1977 -9 50 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8800 Filed & Recorded

APR 28 1977 -9 50 AM

INTERSTATE COMMERCE COMMISSION

Affiliate 7-118 AC

APR 28 1977

Date

Fee $ 70

ICC Washington, D. C.

April 28, 1977

RECORDATION NO. 8800-B Filed & Recorded

APR 28 1977 -9 50 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8182-J Filed & Recorded

APR 28 1977 -9 50 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

I transmit for recording with the Commission, pursuant to Section 20c of the Interstate Commerce Act (Act), three executed copies of each of the following documents:

(a) Lease Agreement (No. 6), dated as of September 30, 1975, between First National Bank of Louisville, as Trustee, Lessor and Leslie Coal Mining Company, Lessee.

(b) Lease Supplement No. 1 (Lease Agreement No. 6), dated April 28, 1977, between First National Bank of Louisville, as Trustee, and Leslie Coal Mining Company, Lessee.

(c) Assignment of Lease and Agreement (Leslie Coal Mining Company Equipment Trust No. 6), dated as of April 28, 1977, among First National Bank of Louisville, as Owner Trustee, Leslie Coal Mining Company, Lessee and The Chase Manhattan Bank (National Association), as Indenture Trustee.

(d) Supplemental Indenture and Security Agreement No. 6 (Leslie Coal Mining Company Equipment Trust No. 6), dated as of April 28, 1977, between First National Bank of Louisville, as Owner Trustee, and The Chase Manhattan Bank (National Association), as Indenture Trustee. This document is a supplement to the Trust Indenture and Security Agreement, dated as of September 30, 1975, between First National Bank of Louisville, as Owner Trustees, and The Chase Manhattan Bank (National Association), as Indenture Trustee, previously filed with the Commission, Recordation No. 8182-C, filed January 15, 1976, 8:50 A.M.

Counterpart Jonl. Wis

It is the intention of Leslie Coal Mining Company (the "Company") to effect such filings with the Commission only to the extent required, if at all, to perfect the security interest created by the above documents in the equipment described below; such recording should not be deemed to be an admission by the Company that it or any of its operations are under the jurisdiction of the Commission nor does the Company by this recording in any way submit to the jurisdiction of the Commission.

The equipment covered by the above documents includes the following:

| Description | Manufacturer | Serial No. |
|---|---|---|
| Mantrip Car | W. Va. Armature | M100-436 |

The names and addresses of the parties to the transaction are as follows:

Lessee - Leslie Coal Mining Company
1100 Superior Avenue
Cleveland, Ohio 44114

Lessor, Trustees - First National Bank of Louisville
First National Tower
Louisville, Kentucky 40202

Indenture Trustee - The Chase Manhattan Bank
(National Association)
One Chase Manhattan Plaza
New York, New York 10015

There is also enclosed a check for the recordation fee in the amount of $70.00.

Kindly return to the bearer one counterpart of each document filed herewith.

Very truly yours,

LESLIE COAL MINING COMPANY

By R. H. Chisholm
President

# Interstate Commerce Commission
Washington, D.C. 20423

4/28/77

OFFICE OF THE SECRETARY

R.H. Chislohn
Leslie Coal Mining Company
1100 Superior Avenue
Cleveland, Ohio 44114

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 4/28/77 at 9:50am, and assigned recordation number(s) 8800, 8800-A, 8800-B & 8182-J

Sincerely yours,

Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 8800-B Filed & Recorded

APR 28 1977 -9 50 AM

INTERSTATE COMMERCE COMMISSION

# Assignment of Lease and Agreement

**(Leslie Coal Mining Company Equipment Trust No. 6)**

**Dated as of April 28, 1977**

**FIRST NATIONAL BANK OF LOUISVILLE,**
***as Owner Trustee***

**AND**

**LESLIE COAL MINING COMPANY**

**TO**

**THE CHASE MANHATTAN BANK (National Association),**
***as Indenture Trustee***

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**10¾% Equipment Trust Certificates**

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## TABLE OF CONTENTS


| Paragraph | Heading | Page |
|---|---|---|
| | PARTIES | 1 |
| | PRELIMINARY STATEMENT | 1 |
| 1. | Assignment of Lease | 2 |
| 2. | Assignment as Collateral Security; Termination | 2 |
| 3. | Power of Attorney to Indenture Trustee | 3 |
| 4. | Indenture Trustee Designated Recipient; Notices | 3 |
| 5. | Representations and Warranties | 3 |
| 6. | Irrevocability; Supplemental Instruments | 3 |
| 7. | Amendment or Termination of Lease | 3 |
| 8. | Lessee's Consent and Agreement; Lien Offset | 4 |
| 9. | Character of Lessee's Obligations | 5 |
| 10. | Extension of Time | 6 |
| 11. | Miscellaneous | 6 |
| 12. | The Indenture Trustee | 7 |
| | EXECUTION PAGE | 7 |
| | ACKNOWLEDGMENTS | 8 |

**ASSIGNMENT OF LEASE AND AGREEMENT** dated as of April 28, 1977 (herein, as the same may be amended or supplemented from time to time as permitted hereby and by the Indenture referred to below, called "this Assignment"), among FIRST NATIONAL BANK OF LOUISVILLE, as trustee under the Trust Agreement referred to below (herein, together with its successors in the trusts thereunder, called "Assignor"), having an address at First National Tower, Louisville, Kentucky 40202, LESLIE COAL MINING COMPANY, a Delaware corporation (herein, together with any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets and its permitted successors and assigns, called the "Lessee"), having an address at 1100 Superior Avenue, Cleveland, Ohio 44114, and THE CHASE MANHATTAN BANK (National Association), a national banking association, as Trustee under the Indenture referred to below (herein, together with its successors in the trusts thereunder, called the "Indenture Trustee"), having an address at 1 Chase Manhattan Plaza, New York, New York 10015.

## PRELIMINARY STATEMENT

Assignor has entered into a Trust Agreement dated as of September 30, 1975 (herein, as the same may be amended or supplemented from time to time as permitted thereby and by the Indenture, called the "Trust Agreement"), with Citicorp Lescaman, Inc., a Delaware corporation (herein, together with each person succeeding to any part of the Ownership Interest as defined in the Trust Agreement pursuant to Section 9.01 of the Trust Agreement, called the "Owner Participants"), whereby, among other things, Leslie Coal Mining Company Equipment Trust No. 6 (herein called the "Trust") has been created for the use and benefit of the Owner Participants.

Assignor and the Lessee have entered into the Lease Agreement (No. 6) dated as of September 30, 1975 (herein, together with Lease Supplement No. 1 thereto of even date herewith, and as the same may be further amended or supplemented from time to time as permitted thereby, hereby and by the Indenture, called the "Lease"). The separate items of equipment leased to the Lessee pursuant to the Lease are described in Schedules 1A, 1B, 1C and 1D to said Lease Supplement No. 1 (such items, including all replacement Parts incorporated or installed pursuant to the Lease but excluding Parts replaced by such replacement Parts, are herein individually called an "Item" or an "Item of Equipment" and collectively called the "Equipment"). The terms used hereinafter in this Assignment and not defined herein shall have the meanings set forth in the Lease.

Assignor has entered into a Participation Agreement dated as of September 30, 1975 (herein, as the same may be amended or supplemented from time to time as permitted thereby, called the "Participation Agreement") with the Lessee, Carolina Power & Light Company, the Indenture Trustee, John Hancock Mutual Life Insurance Company (herein called the "Loan Participant") and Citicorp Lescaman, Inc. The Participation Agreement, as amended, provides, among other things, for the issuance and sale by the Indenture Trustee to the Loan Participant of 10¾% Interim Equipment Trust Certificates (herein called the "Interim Equipment Trust Certificates") in the aggregate principal amount of $18,900,000 (to be exchanged for 10¾% Definitive Equipment Trust Certificates in an aggregate principal amount not exceeding $18,900,000). The Equipment Trust Certificates are being issued pursuant to, and are being secured by, among other things, the Trust Indenture and Security Agreement dated as of September 30, 1975 (herein as the same may be amended or supplemented from time to time as permitted thereby, called the "Indenture"). The proceeds from the sale of the Interim Equipment Trust Certificates will be used to finance a substantial portion of the Capitalized Costs of the Equipment.

Assignor and the Lessee are entering into this Assignment in order to induce the Loan Participant to purchase the Interim Equipment Trust Certificates. This Assignment shall equally and ratably secure all of the Interim and Definitive Equipment Trust Certificates without preference, priority or distinction of any thereof over any other by reason of any difference in time of issuance or otherwise.

NOW, THEREFORE, Assignor and the Lessee hereby agree with the Indenture Trustee as follows:

1. ASSIGNMENT OF LEASE:

Assignor, in consideration of the premises, the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, in furtherance of the provisions of the Indenture and as security for the payment of the principal of and interest and all other sums payable on the Interim and Definitive Equipment Trust Certificates, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof and hereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Indenture Trustee (subject to the provisions of Section 4.04(b) of the Indenture) the Lease and all of Assignor's estate, right, title, interest, claim and demand as lessor in, to and under the Lease, including all renewals or extensions of the term of the Lease with respect to any Item or Items, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, and other payments, tenders and security for or with respect to the Equipment now or hereafter payable to or receivable by the lessor under the Lease pursuant thereto, whether as Basic Rent or Supplemental Rent (including, without limitation, payments of Termination Value and Stipulated Loss Value thereunder) or otherwise, and whether payable prior or subsequent to the maturity date of the Interim or Definitive Equipment Trust Certificates, and the right to make all advances, waivers and agreements, to require the Lessee to pay Supplemental Rent, as provided in the Lease, and to perform, in the name and on behalf of Assignor, as agent and attorney-in-fact of Assignor, with an interest, all necessary or appropriate acts with respect to any such payment, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which Assignor or any lessor of the Equipment is or may be entitled to do under the Lease; *excluding, however,* so long as no Event of Default is continuing, all amounts payable by the Lessee as Supplemental Rent which are to be paid directly to a person other than the lessor under the Lease pursuant to the provisions of the Lease and all amounts payable by the Lessee as indemnification payments pursuant to Section 10 or 11 of the Lease (herein called the "Excepted Payments").

2. ASSIGNMENT AS COLLATERAL SECURITY; TERMINATION:

(a) The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish any obligation of Assignor or the Lessee under the Lease, nor shall any such obligation be imposed upon the Indenture Trustee.

(b) Upon the expiration of the Original Term of any Item this Assignment shall terminate *pro tanto* with respect to (i) such Item and (ii) rights assigned to the Indenture Trustee hereby and by the Indenture in the Lease, the Lease Guaranty and the Easement Agreement insofar as they relate to such Item, and upon such partial termination such Item and rights shall revert to Assignor or to such person or persons as may be legally entitled thereto, *provided, however,* that if an Event of Default is then continuing such termination and reversion shall not occur until such Event of Default shall have been cured or waived. After such partial termination the provisions of this Assignment shall no longer be applicable to such Item and rights, and the Indenture Trustee shall at the request of Assignor or such other person, and at the expense of the Lessee, deliver to Assignor or such other person, a writing evidencing such partial termination.

(c) Upon the payment of the principal of and all interest and all other sums payable on the Interim and Definitive Equipment Trust Certificates and of all other sums payable under the Indenture, and the performance and observance of the provisions thereof and hereof, the assignment made hereby to the Indenture Trustee shall cease and terminate and all the estate, right, title, interest, claim and demand of Assignor in and to the above-described assigned property shall revert to Assignor or to such person or persons as may be legally entitled thereto, and the Indenture Trustee shall at the request of Assignor or any

such person, and at the expense of the Lessee, deliver to Assignor or any other such person an instrument cancelling and discharging this Assignment.

3. POWER OF ATTORNEY TO INDENTURE TRUSTEE:

Subject to the provisions of Section 4.04(b) of the Indenture, Assignor hereby constitutes the Indenture Trustee its true and lawful attorney, irrevocably, with full power (in the name of Assignor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due from the Lessee under or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Indenture Trustee may deem to be necessary or advisable.

4. INDENTURE TRUSTEE DESIGNATED RECIPIENT; NOTICES:

Assignor hereby designates the Indenture Trustee as recipient of, and hereby directs the Lessee to deliver or remit directly to the Indenture Trustee at 1 Chase Manhattan Plaza, New York, New York 10015, or at such other address as the Indenture Trustee may from time to time designate, (i) copies of all notices and other instruments or communications required or permitted to be given or made by the Lessee pursuant to the Lease (it being understood by the Lessee that duplicate copies of such notices and other instruments or communications are also to be sent to Assignor), and (ii) all Basic Rent, Supplemental Rent (including, without limitation, payments of Termination Value and Stipulated Loss Value), liquidated damages and other payments, tenders and security now or hereafter due and payable to or receivable by the lessor under the Lease, *excluding, however,* but only so long as no Event of Default shall be continuing under the Lease, the Excepted Payments. Assignor hereby agrees to send to the Indenture Trustee, by prepaid United States registered or certified mail, return receipt requested, copies of all notices and other instruments or communications required or permitted to be given by the lessor under the Lease pursuant thereto.

5. REPRESENTATIONS AND WARRANTIES:

The Lessee represents and warrants that the Lease is in effect and is not in default. Assignor represents and warrants that it has not executed any assignment of, or in any way affecting, the subject matter of the assignment made hereby to the Indenture Trustee, other than the assignment to the Indenture Trustee made by the Indenture.

6. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS:

Assignor agrees that the assignment made hereby and the designation and direction to the Lessee hereinabove set forth are irrevocable, and that Assignor will not, while said assignment is in effect, accept any payment from the Lessee (other than an Excepted Payment as aforesaid), settle or compromise or release any claim against the Lessee arising under the Lease, or submit or consent to the submission to arbitration of any dispute, difference or other matter arising under or in respect of the Lease or the foregoing assignment or take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction of the subject matter hereof, and that any such assignment, designation or direction shall be void. Assignor will from time to time, upon request of the Indenture Trustee, execute all instruments of further assurance and all such supplemental instruments as the Indenture Trustee may reasonably request.

7. AMENDMENT OR TERMINATION OF LEASE:

Assignor and the Lessee each agrees that it will not, *except* as permitted or required by the Lease or the Indenture, enter into any agreement subordinating, amending, supplementing, hypothecating or terminating the Lease (or purporting so to do) without the Indenture Trustee's prior written consent thereto, and that any attempted subordination, amendment, supplement, hypothecation or termination without such consent shall be void unless so permitted or required. In the event that the Lease shall be amended or supplemented as herein permitted, the Lease, as so amended or supplemented, shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto.

**Paragraph 8**

8. LESSEE'S CONSENT AND AGREEMENT; LIEN OFFSET:

(a) The Lessee consents to the provisions of this Assignment and agrees to deliver or remit directly to the Indenture Trustee at the address and in the manner provided for in paragraph 4 hereof, (i) copies of all notices and other instruments or communications required or permitted to be given or made by the Lessee pursuant to the Lease, and (ii) all payments of Basic Rent, Supplemental Rent (including, without limitation, payments of Termination Value or Stipulated Loss Value), liquidated damages and other payments, tenders and security now or hereafter due and payable to or receivable by the lessor under the Lease (*excluding, however,* but only so long as no Event of Default shall be continuing under the Lease, the Excepted Payments), in each such case without notice or demand and without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason. If the Lessee shall make any delivery or remittance inconsistent with this paragraph 8(a), or if the Indenture Trustee shall not actually receive such delivery or remittance, such delivery or remittance shall be neither valid nor effective as a delivery or remittance for purposes of the Lease, this Assignment or the Indenture. The Lessee further agrees that it will not assert any offset, counterclaim, deduction or defense (other than payment or performance) in any proceeding brought under this Assignment or otherwise, nor for any reason seek to recover from the Indenture Trustee any moneys paid to the Indenture Trustee by virtue of this Assignment.

(b) If any lien, encumbrance or charge of any kind based on any claim of any kind (including, without limitation, any claim against any person for income, franchise or other taxes, whether federal, state or otherwise) shall be asserted or filed against any Item of Equipment or any portion thereof or any amount payable by the Lessee under or pursuant to the Lease or this Assignment or any order or determination (whether or not valid) of any court or other governmental authority shall be entered or made with respect to any such amount or Item by virtue of any claim of any kind against any person, in either case so as to

(i) interfere with the due payment of such amount to the Indenture Trustee or the due application of such amount by the Indenture Trustee pursuant to any provision of the Indenture, or

(ii) subject any holder of the Interim or Definitive Equipment Trust Certificates to any obligation to refund any moneys received by it, or

(iii) result in the refusal of the Indenture Trustee to make such due application because of its good faith determination that liability might be incurred if such due application were to be made,

then (A) upon receipt of notice of such claim from the Indenture Trustee, the Lessee will promptly use its best efforts to take such action and incur such expense as may be necessary to prevent, or to nullify the cause or result of, such interference, such obligation or such refusal, as the case may be, and (B) if such best efforts have not within 10 days after receipt of such notice prevented, or nullified the cause or result of, such interference, such obligation or such refusal, as the case may be, the Lessee will (1) pay directly to the Indenture Trustee or to the holders of the Interim or Definitive Equipment Trust Certificates a sum of money (in addition to all other amounts payable by the Lessee under or pursuant to the Lease or this Assignment) equal to the amount the payment of which to the Indenture Trustee or the due application of which by the Indenture Trustee shall have been interfered with less any amount which the Indenture requires to be paid to or upon the order of Assignor, (2) indemnify and hold harmless the holders of the Interim or Definitive Equipment Trust Certificates from and against any obligation to refund, or any loss in refunding, any moneys received by them, and (3) indemnify and hold harmless the Indenture Trustee from and against any and all liability which may arise from applying such amount pursuant to the provisions of the Indenture.

(c) To the extent that the Lessee or the Lease Guarantor may acquire any indebtedness of, or claim against, Assignor (whether in its individual capacity or as trustee under the Trust Agreement) or the Owner Participants, or any claim against Assignor or the Owner Participants, by way of subrogation or otherwise, as a result of the performance by the Lessee or the Lease Guarantor of any action (including the incurrence of any expense) pursuant to paragraph 8(b), the Lessee or the Lease Guarantor, as the case

may be, may elect, by notice to Assignor, the Owner Participants and the Indenture Trustee, to treat the amount of such indebtedness and claims as unsecured demand loans or advances to Assignor or the Owner Participants but notwithstanding the foregoing all such indebtedness and claims are hereby subordinated and made fully subject in right of payment to the prior payment of all amounts due and owing, at the time of the Lessee's or the Lease Guarantor's enforcement of any such indebtedness or claim, upon the Interim and Definitive Equipment Trust Certificates.

(d) Nothing contained in paragraph 8(b) hereof shall be construed to require the Lessee to take any action with respect to any claim, or to incur any expense, or to make any payment with respect to any obligation which is incurred by the Indenture Trustee or any holder of any of the Interim or Definitive Equipment Trust Certificates to any third party and which claim or obligation is not related to or does not arise directly or indirectly out of the Overall Transaction.

9. CHARACTER OF LESSEE'S OBLIGATIONS:

(a) The liabilities, obligations and undertakings of the Lessee under this Lease Assignment are independent of, separate from and in addition to those of the Lessee as lessee under the Lease, and shall not be diminished, deferred, affected or impaired for any reason whatsoever, although without notice to or the further consent of the Lessee, including, without limitation, (i) any of the reasons referred to in Section 16 of the Lease; or (ii) the invalidity or unenforceability of the Lease or any provision thereof, whether because the Lease or a memorandum thereof or financing statements have not been filed, registered or recorded as may be required by applicable law, or because Assignor may not have had good right or lawful authority to lease the Equipment to the Lessee (even if Assignor may not have had sufficient title to any Item of Equipment at the time of the leasing thereof to the Lessee), or because Assignor may not have complied with applicable law, or because of any other reason similar or dissimilar to the foregoing; or (iii) the invalidity or unenforceability of this Assignment, or any provision hereof, whether because this Assignment or financing statements have not been filed, registered or recorded as may be required by applicable law, or because of revocation, or because of any other reason similar or dissimilar to the foregoing; or (iv) the waiver by the lessor under the Lease or the Indenture Trustee of the observance or performance by the Lessee of any of the obligations or undertakings contained in the Lease, this Assignment or any other instrument to which the Lessee is a party or by which it is bound or which affects the Equipment (*except* the particular observance or performance so waived); or (v) the extension of the time for payment by the Lessee of any Basic Rent, Supplemental Rent, liquidated damages or other amounts, payments, tenders or security or any other sums or any part thereof owing or payable under any of such instruments, or of the time for performance by the Lessee of any other obligations under or arising out of any of such instruments, or the extension or the renewal of any thereof (*except* for the particular extension or renewal so granted); or (vi) the modification or amendment (whether material or otherwise) of any obligation or undertaking of the Lessee set forth in any of such instruments; or (vii) the taking or the omission of any of the actions referred to in any of such instruments; or (viii) any failure, omission, delay or lack on the part of the lessor under the Lease or the Indenture Trustee to enforce, assert or exercise any right, power or remedy conferred on the lessor under the Lease or the Indenture Trustee in any of such instruments or any action on the part of the lessor under the Lease or the Indenture Trustee granting indulgence or extension in any form; or (ix) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, the Lessee or any of its assets, or the disaffirmance of the Lease in any such proceeding; or (x) the release or discharge of the Lessee from the performance or observance of any obligation or undertaking contained in any of such instruments by operation of law; or (xi) the release, substitution or replacement (whether or not in accordance with terms of the Lease) of any Item of Equipment or any portion thereof; or (xii) the receipt and acceptance by the lessor under the Lease or the Indenture Trustee of notes, checks or other instruments for the payment of money made by the Lessee and extensions and renewals thereof (*except* to the extent that such instruments are paid or converted into cash); or (xiii) the substitution or release of any security for the Interim or

Definitive Equipment Trust Certificates or the issuance of additional Interim or Definitive Equipment Trust Certificates (whether or not in accordance with the Indenture); or (xiv) any other cause, whether similar or dissimilar to the foregoing.

(b) The Lessee hereby expressly agrees that its obligations hereunder shall be absolute and unconditional, irrespective of the validity, regularity, legality or enforceability of the Interim or Definitive Equipment Trust Certificates or any thereof, the Indenture, the Lease, or any other instrument, writing or arrangement relating thereto, or the merger or consolidation of Assignor or the Lessee, or any other event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, indemnitor or surety under the laws of the states in which any Item of Equipment or any portion thereof is located or any other jurisdiction, including without limitation any failure of, or delay in, due and timely presentation, demand and protest thereof, and regardless of any change of circumstances, whether or not foreseen or foreseeable, whether or not imputable to the Lessee and whether or not such change of circumstances shall or might in any manner and to any extent vary the risk of the Lessee hereunder, and irrespective of any present or future law or order of the states in which any Item of the Equipment or any portion thereof is located, or any other jurisdiction (or any agency thereof), purporting to reduce, amend or otherwise affect any obligation of the Lessee under the terms of this Assignment, or any other instrument, writing or arrangement relating thereto or to vary the terms of payment hereunder or under the Lease or of any other circumstance which might in any manner or to any extent vary the risks of the Lessee under this Assignment or otherwise constitute a legal or equitable discharge of a surety or guarantor, it being the purpose and intent of the Lessee that its obligations hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged *except* in accordance with the express provisions of this Assignment.

10. EXTENSION OF TIME:

The Lessee agrees that, if it should become necessary for the Indenture Trustee or any other party to institute any foreclosure or other judicial proceeding in order that title to the Equipment or any Item or Items may be conveyed pursuant to Section 14 of the Lease, the time within which delivery of an instrument of transfer or other instruments relating to the Equipment or any Item or Items may be made shall be extended to the extent necessary to permit the Indenture Trustee or such other party to institute and conclude such foreclosure or other judicial proceeding, and the Lessee and Assignor agree that the Lease shall not terminate, but shall continue in full effect until the expiration of such period of extension.

11. MISCELLANEOUS:

This Assignment shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The table of contents preceding this Assignment and the headings to the various paragraphs of this Assignment have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Assignment. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement of such amendment, modification, waiver, discharge or termination is sought. If any provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such provision shall not be affected thereby. This Assignment may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument. Assignor acts hereunder solely as trustee under the Trust Agreement and not in its individual capacity, and Assignor shall not be answerable or accountable in its individual capacity under any circumstances *except* for its own gross negligence or wilful misconduct. In no case whatsoever shall any Owner Participant be personally liable on or for any loss in respect of any of the representations, warranties, agreements or obligations of Assignor. This Assignment shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

12. THE INDENTURE TRUSTEE:

The Indenture Trustee enters into and accepts this Assignment upon the terms and conditions set forth in Article VIII of the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Indenture Trustee in respect of any action taken by the Indenture Trustee hereunder. Without limiting the generality of the foregoing, the Indenture Trustee assumes no responsibility as to the validity or enforceability hereof or for the correctness of the recitals of fact herein contained, which shall be taken as the statements, representations and warranties of the other parties hereto.

IN WITNESS WHEREOF, Assignor, the Lessee and the Indenture Trustee have each caused this Assignment to be duly executed and delivered in its name and behalf and under its corporate seal, as of the day and year first above written.

FIRST NATIONAL BANK OF LOUISVILLE,
*as Owner Trustee*

By.....
*Vice President and Trust Officer*

[CORPORATE SEAL]

Attest:
.....
*Assistant Secretary*

LESLIE COAL MINING COMPANY

By.....
*Vice President*

[CORPORATE SEAL]

Attest:
.....
*Secretary*

THE CHASE MANHATTAN BANK
(National Association),
*as Indenture Trustee*

By.....
*Vice President*

[CORPORATE SEAL]

Attest:
.....
*Assistant Secretary*

STATE OF KENTUCKY
COUNTY OF Jefferson } SS.:

On this 28th day of April 1977, before me personally came DENNIS W. WEIHE, to me known, who, being by me duly sworn, did depose and say that he resides at First National Tower, Louisville, Kentucky 40202; that he is a Vice President and Trust Officer of FIRST NATIONAL BANK OF LOUISVILLE, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Donna H. Stahr
*Notary Public*

[NOTARIAL SEAL]

My commission expires Jan. 18, 1979

STATE OF OHIO
COUNTY OF CUYAHOGA } SS:

On this 28th day of April 1977, before me personally came L. J. Gee, to me known, who, being by me duly sworn, did depose and say that he resides at 1100 Superior Ave., Cleveland, Ohio 44114, that he is Vice President of LESLIE COAL MINING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Deborah A. Zambory
*Notary Public*
DEBORAH A. ZAMBORY
Notary Public for Cuyahoga County
My Commission Expires May 18, 1981

[NOTARIAL SEAL]

My commission expires

STATE OF NEW YORK
COUNTY OF NEW YORK } SS:

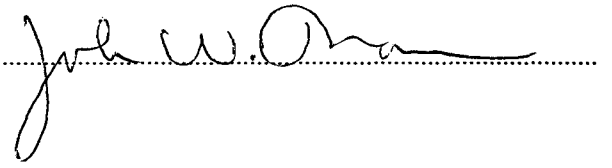
On this 28th day of April 1977, before me personally came ~~J. A. PAYNE~~ C. F. Ruge, to me known, who, being by me duly sworn, did depose and say that he resides at ~~RD 1, Box 350, Hiram Road, Cold Spring, New York~~ 10516; that he is a Vice President of THE CHASE MANHATTAN BANK (National Association), one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Notary Public*

[NOTARIAL SEAL]

My commission expires MAR 30 1979

JOHN W. STEINHOFF
NOTARY PUBLIC, State of New York
No. 30-3831725
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1979

80 MICHAEL STREET
ISELIN, MIDDLESEX COUNTY, NEW JER

This instrument was drafted by the undersigned, JOHN W. THOMSON, attorney at law, whose address is c/o Dewey, Ballantine, Bushby, Palmer & Wood, 140 Broadway, New York, New York 10005.