

SLADE & PELLMAN

850 THIRD AVENUE  
NEW YORK, N. Y. 10022

TELEPHONE  
(212) 371-2600

TELECOPIER: (212) 371-2651  
TELEX: 640336  
CABLE: TRILAW-NYK

MELVIN S. SLADE  
STUART M. PELLMAN  
JEFFREY A. MOROSS  
JOHN F. TRIGGS  
J. ANDREW RAHL, JR.  
JEFFREY L. GLATZER  
MICHAEL W. STAMM

ANTHONY P. COLES  
BENJAMIN JONES FITT  
GARY S. JACOBSON  
ROBERT A. KARIN  
MONA L. LIPP  
GEOFFREY J. O'CONNOR  
RONALD B. RISDON  
GENE L. WEXLER  
JONATHAN WILLINGER

*3-139 AD 33*

Date **MAY 19 1983**  
Fee \$ *50.00*

ICC Washington, D. C.

May 18, 1983

RECORDATION NO. **14019**

MAY 19 1983 - 11:50 AM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
MAY 19 11 50 AM '83  
FEE OPERATION BR.  
I.C.C.

Office of the Secretary  
Recordation Office  
Interstate Commerce Commission  
Twelfth and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Recordation and Filing of Documents Pertaining to  
Three (3) Railroad Engines Numbered WVN50, WVN51  
and WVN52 (the "Equipment")

Dear Sirs:

In accordance with the provisions of Section 11303 of the revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1116 of Title 49 of the Code of Federal Regulations, we request that the enclosed documents be recorded and filed by the Interstate Commerce Commission (the "Commission").

A. Description of the Documents and  
the Parties Thereto

Enclosed herewith is one original and one certified copy of a Deed Reserving Vendor's Lien and Conditional Sale Agreement dated as of June 1, 1981 between the County Commission of Preston County, West Virginia, and the West Virginia Northern Railroad, Inc. (the "Deed"). This is a primary document under the Commission's rules for recordation. We request that the certified copy of the Deed be recorded and filed. We request that the original be stamped by your office and returned to us.

The names and addresses for the parties to the transaction are:

*Check the report - Cf. Kessler*

Office of the Secretary  
Recordation Office  
May 18, 1983  
Page 2

The County Commission of Preston County  
Courthouse  
Kingwood, West Virginia 26537

The Chase Manhattan Bank (National Association)  
1441 Broadway  
New York, New York 10018

Manufacturers Hanover Trust Company  
350 Park Avenue  
New York, New York 10022

Emons Industries, Inc.  
490 East Market Street  
York, Pennsylvania 17403

West Virginia Northern Railroad, Inc.  
c/o Emons Industries, Inc.  
490 East Market Street  
York, Pennsylvania 17403

B. Description of Transaction

The Deed pertains to a \$2,000,000 Industrial Revenue Bond Financing pursuant to which the West Virginia Northern Railroad, Inc. acquired the Equipment, which is the subject of this filing, as well as other property from the County Commission of Preston County, subject to a lien created by the Loan Agreement in favor of the lending banks, The Chase Manhattan Bank (National Association) and Manufacturers Hanover Trust Company. The \$2,000,000 obligation to which the Loan Agreement pertains is guaranteed by Emons Industries, Inc.

C. Procedural Matters

We respectfully request that each of the following names be inserted in the Commission Index established pursuant to Section 1116.5(c) of Title 49 of the Code of Federal Regulations:

1. West Virginia Northern Railroad, Inc.
2. Emons Industries, Inc.

SLADE & PELLMAN

Office of the Secretary  
Recordation Office  
May 18, 1983  
Page 3

3. The County Commission of Preston County
4. The Chase Manhattan Bank (National Association)
5. Manufacturers Hanover Trust Company

A check in the amount of \$50.00 has been enclosed with this letter of transmittal to cover the recordation fee.

Please stamp and return the enclosed copy of this letter of transmittal.

If there are any questions with respect to the enclosed or the transactions described therein, please feel free to telephone J. Andrew Rahl, Jr. of this office, collect.

Very truly yours,



Slade & Pellman

Enclosures

7465A

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Slade & Pellman  
850 Third Avenue  
New York, N. Y. 10022

May 19, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/19/83 at 11:55AM, and assigned re-  
recording number(s). 14019

Sincerely yours,

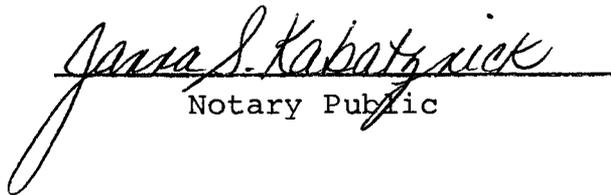
*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

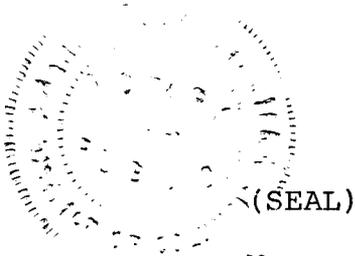
Enclosure(s)

RECORDATION NO. 14019  
MAY 19 1983 - 11 55 AM  
INTERSTATE COMMERCE COMMISSION

DISTRICT OF COLUMBIA SS:

On this 19th day of May 1983 the undersigned Notary Public says that she has compared the attached copy to the original of a Deed Reserving Vendor's Lien and Conditional Sale Agreement dated as of June 1, 1981 between the County Commission of Preston County, West Virginia, and the West Virginia Northern Railroad, Inc., and such copy is complete and identical in all respects to the original document.

  
Notary Public



My commission expires: ~~My~~ Commission expires December 14, 1987.

RECORDATION NO. ~~14019~~ 1425  
MAY 19 1983 - 11 52 AM  
INTERSTATE COMMERCE COMMISSION

THIS INSTRUMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY COUNTERPART NO. 1, NUMBERED ABOVE THE SIGNATURES HERETO, WHICH BEARS THE MANUALLY SIGNED RECEIPT OF THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) ON THE SIGNATURE PAGE HEREOF SHALL BE OR CONSTITUTE THE ORIGINAL OF THIS INSTRUMENT

THIS IS COUNTERPART NO. 2

THE COUNTY COMMISSION OF PRESTON COUNTY, WEST VIRGINIA

TO

WEST VIRGINIA NORTHERN RAILROAD, INC.

---

DEED RESERVING VENDOR'S LIEN

AND

CONDITIONAL SALE AGREEMENT

---

Dated as of June 1, 1981

06/12/81

28.

THE COUNTY COMMISSION OF PRESTON COUNTY  
TO  
WEST VIRGINIA NORTHERN RAILROAD, INC.

DEED RESERVING VENDOR'S LIEN  
AND  
CONDITIONAL SALE AGREEMENT

Dated as of June 1, 1981

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RIGHTS OF THE COMMISSION ARISING HEREUNDER HAVE BEEN ASSIGNED PURSUANT TO THE LOAN AGREEMENT DESCRIBED HEREIN.

THIS DEED RESERVING VENDOR'S LIEN AND CONDITIONAL SALE AGREEMENT (the "Deed") made as of the 1st day of June, 1981, by THE COUNTY COMMISSION OF PRESTON COUNTY, a political subdivision and a public corporation of the State of West Virginia (the "Commission") as grantor and vendor, to WEST VIRGINIA NORTHERN RAILROAD, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"), duly admitted to do business in the State of West Virginia, as grantee and vendee,

W I T N E S S E T H:

WHEREAS, the terms capitalized herein and defined in the Loan Agreement hereinafter described shall have the same meanings as defined in said Loan Agreement;

WHEREAS, the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C of the West Virginia Code, as amended (the "Act"), authorizes the several counties in West Virginia, by and through their governing bodies, to acquire, lease, sell, by installment sale or otherwise, or otherwise dispose of industrial projects, including facilities for the distribution of mineral resources located within the respective counties, on such terms and conditions as the governing body may deem advisable, so as, among other things, to protect the health and welfare of the citizens of West Virginia, to protect the natural resources of West Virginia and to encourage the economic development of West Virginia; and further authorizes such a county to issue revenue bonds for the purpose of defraying the cost of acquiring such industrial projects and facilities and to secure the payment of the principal of and premium, if any, and interest on such bonds by a pledge of the receipts and revenues derived from the lease, sale or other disposition of such projects and facilities;

WHEREAS, the Company has requested that the Commission finance the acquisition of an existing railroad in Preston County which operates as a rail carrier of coal, providing for the distribution and shipment of such mineral resource which constitutes a valuable natural resource in Preston County and the source of employment and income for many Preston County residents;

WHEREAS, in order to further the purposes of the Act and by resolutions of the Commission adopted October 26, 1980, and on June 1, 1981, the Commission has heretofore proposed to undertake the acquisition and construction of the Project and to provide funds therefor and to finance the cost thereof by the issuance and sale of its bonds under a Loan Agreement between the Commission and the Banks dated as of the date hereof, which Loan Agreement (the "Agreement") is attached hereto as a part hereof, incorporated herein by reference, and marked "Exhibit - Agreement";

WHEREAS, the Commission hereby sells the Project to the Company at a Purchase Price, payable as herein provided, which will provide funds to pay the principal of and interest on the Series A Bonds issued by the Commission, the proceeds of sale of which Series A Bonds will be expended in acquiring and completing the Project, and the Company has purchased the Project from the Commission, all on the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the premises and of the obligations of the Company herein stated to be kept and performed and other valuable consideration, the receipt of which is hereby acknowledged, The County Commission of Preston County:

A. Does hereby grant, bargain, sell and convey unto West Virginia Northern Railroad, Inc. its successors and assigns, with covenants of special warranty and further assurances, but subject to the Mortgage and the RESERVATION OF VENDOR'S LIEN, now hereby expressly reserved by the Commission in this conveyance to secure the payment of the Purchase Price and subject to Permitted Encumbrances, all that Real Estate and improvements and fixtures described in Schedule-Real Estate attached hereto as a part hereof which property was conveyed, granted and sold to the Commission by the Company by deed dated as of June 1, 1981, and now of record in the office of the Clerk of this Commission, with the right and duty of the Company to make the improvements therein described in Schedule-Improvements attached hereto as a part hereof. All railroad tracks, switches, sidings, run-arounds, turn-outs now or at any time hereafter attached to situate in or upon said real estate shall be deemed to be fixtures and part of the real estate hereunder.

In addition to the vendor's lien hereby reserved to the Commission as grantor to secure payment of the Purchase Price, this Deed is expressly subject to (1) the Mortgage made by the Commission to the Banks, of even date herewith, the form of which is attached to the Agreement as Exhibit I, which Mortgage shall have been recorded in the office of the Clerk of the Commission prior to the delivery hereof; and (2) the terms and provisions of the Agreement, and (3) Permitted Encumbrances.

B. Does hereby sell, assign, transfer and set over unto West Virginia Northern Railroad, Inc., subject only to (1) Permitted Encumbrances, (2) a vendor's lien now hereby expressly reserved by the Commission to secure payment of the Purchase Price, (3) the security interests granted in the Mortgage by the Commission to the Banks upon the Personal Property and (4) the terms and provisions of the Agreement, the Personal Property described in Schedule- Personal Property attached hereto as a part hereof, with the right and duty of the Company to acquire the additional personalty for use on the conveyed Real Estate and described in Schedule- Personal Property to be Acquired attached hereto as a part hereof.

The above-described Real Estate and Personal Property were granted, conveyed, sold and transferred to the Commission by the Company by deed and bill of sale dated the 1st day of June, 1981, to enable the Commission to make the Mortgage to secure payment of the Bonds and are hereby re-granted, re-conveyed, sold back and re-transferred to the Company by the Commission with vendor's liens and other conditions and exceptions as hereinabove provided.

In consideration of the foregoing, the Commission hereby imposes the following terms and conditions, and by acceptance hereof, the Company covenants and agrees that it will observe and perform all such terms and conditions:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. As provided in the premises, the words and terms as used in this Deed shall have the meanings defined in the Agreement unless a different meaning clearly appears from the context and the following additional definitions shall apply in this Deed:

"Company Representative" shall mean the person at the time designated to act on behalf of the Company by written certificate furnished to the Commission and the Agent containing the specimen signature of such person and signed on behalf of the Company by the President or any Vice President of the Company. Such certificate may designate an alternate or alternates. The Company Representative may be an employee of the Company.

"Completion Date" shall mean the date of completion of construction, installation and equipping of the Project, evidenced by a certificate as provided in Section 3.4 hereof.

"Commission Representative" shall mean the person at the time designated to act on behalf of the Commission by written certificate furnished to the Company and the Agent containing the specimen signature of such person and signed on behalf of the Commission by the President of the Commission. Such certificate may designate an alternate or alternates. The Commission Representative may be an employee of the Company.

"Cost of Construction" shall mean and include Project Costs, Expenses of Issuance and Project Reimbursements as defined in the Agreement.

"Event of Default" shall mean any of the events enumerated in Section 7.1 hereof.

#### Section 1.2. Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the rules of interpretation provided in Section 1.01A of the Agreement shall apply hereto.

(b) All references herein to particular articles or sections are references to articles or sections of this Deed.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Deed nor shall they affect its meaning, construction or effect.

(d) In the event of conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall prevail.

ARTICLE II  
REPRESENTATIONS

Section 2.1. Representations by the Commission. The Commission makes the following representations:

(a) The Commission is a political subdivision of the State of West Virginia, has the power to enter into the transactions contemplated hereby and by proper legislative action has duly authorized the execution and delivery hereof. The Project constitutes and will constitute an "industrial project" within the meaning of the Act, the acquisition, construction, installation and equipping of which will be in furtherance of the purposes of the Act.

(b) The Commission has provided funds for the acquisition, construction, installation and equipping of the Project, all as and to the extent hereinafter provided.

(c) To accomplish the foregoing, the Commission has entered into the Agreement providing for the issuance of Bonds to finance the Cost of Construction of the Project. Pursuant to the Agreement, the Commission has pledged and assigned (except for payments of Commission expenses under Section 4.3 hereof and payments for the indemnification under Section 4.5 and 6.1 hereof) to the Agent all its right, title and interest in and to the revenues and receipts to be received by it in respect of this Deed and the Project as herein provided.

Section 2.2. Representations by the Company. The Company, by acceptance of this Deed, makes the following representations:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Delaware, duly admitted to do business and in good standing in the State, has the power to accept and perform its obligations under this Deed and by proper corporate action has been duly authorized to execute and deliver its acceptance hereof.

(b) Neither the acceptance and performance of this Deed, nor the consummation of the transactions contemplated hereby, will conflict with or constitute a violation or breach of, or a default under, the Company's Articles of Incorporation or by-laws, or any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party or by which it or any of its property is bound.

(c) The Company has lawful authority, under the laws of the States of Delaware and West Virginia, and Federal laws and regulations applicable to the Company, to accept this Deed and to perform its obligations hereunder.

ARTICLE III

ACQUISITION AND COMPLETION OF THE PROJECT;  
ISSUANCE OF THE BONDS

Section 3.1. Acquisition and Completion of the Project. Simultaneously with the issuance and delivery of the Series A Bonds by the Commission, the Commission has acquired from the Company that portion of the Project then acquired, constructed, installed and equipped by the Company in reliance upon the inducement resolution adopted by the Commission on October 26, 1980, , and the Commission has thereupon transferred hereby to the Company the interests in the Project it so acquired from the Company subject to the reservations and exceptions herein stated. The Company by acceptance hereof agrees that:

(a) It will cause the acquisition, construction, installation and equipping of the Project to be completed substantially in accordance with the Schedule - Improvements.

(b) It will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for acquiring, constructing, installing, equipping and completing the Project substantially in accordance with the Schedule - Improvements.

(c) It will ask, demand, sue for, levy, recover and receive such sums of money, debts or other rights whatsoever to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with any of the foregoing subsections, and it will enforce the provisions of any contract, agreement, obligation, bond or other security. Any amounts so recovered or received, after deduction of expenses incurred in such recovery, (i) if recovered or received prior to the Completion Date shall be paid into the Construction Account, or (ii) if recovered or received after the Completion Date shall be paid to the Agent as prepayment on the Bonds.

(d) The portion of the Project initially acquired by the Commission from the Company and

thereupon retransferred by the Commission to the Company, the portion not initially so acquired and so transferred and any subsequent additions to either such portion, shall, without further act by the Commission or the Company, become and remain the property of the Company, subject to the reserved vendor's lien hereby provided for.

The Company agrees to use its best efforts to cause the acquisition, construction, installation and equipping of the Project to be completed as soon as may be practicable, delays incident to strikes, riots, acts of God or public enemy beyond the reasonable control of the Company only excepted; but, if for any reason such acquisition, construction, installation and equipping is not so completed, there shall be no resulting diminution in or postponement of the payment of amounts payable pursuant to this Deed by the Company.

In the event of any material damage or condemnation of the Project prior to the Completion Date, any insurance proceeds or condemnation award received by the Company with respect to the Project shall be paid into the Construction Account in accordance with the Agreement.

The Company may supplement or amend the description of the Project or the Schedule - Improvements (including additions thereto or omissions therefrom) by written notice furnished to the Commission and the Agent, provided that no such supplement or amendment shall change the description of the Schedule - Improvements or change the function of any principal component described therein unless there shall be filed with the Commission and the Agent the written approving opinion of counsel recognized on the subject of municipal bonds to the effect that such supplement or amendment will not result in the loss of Federal income tax exemption of interest on any Bonds under Section 103(c)(4) of the Code. In the event of a supplement or amendment to the Schedule - Improvements, the Company shall revise the Schedule - Improvements to reflect such supplement or amendment.

Section 3.2. Agreement to Issue Bonds and Additional Bonds; Application of Bond Proceeds; Refunding Bonds. In order to provide funds for payment of the Cost of Construction, the Commission has agreed that it will and has, at the Company's request, issued and delivered the Series A Bonds in an aggregate principal amount of \$\_\_\_\_\_, to the Banks and deposited the proceeds thereof with the Agent in the Construction Account.

Section 3.3. Disbursements from the Construction Account. In the Agreement, the Commission has authorized and directed, or will authorize and direct, the Agent to make payments

from the Construction Account (a) to pay the Cost of Construction, or (b) to reimburse the Company for any Cost of Construction paid by the Company before or after execution of this Deed and the initial delivery of the Series A Bonds.

Section 3.4. Establishment of Completion Date. The Completion Date shall be evidenced by a certificate signed by the Company Representative stating that, except for amounts retained by the Agent at the Company's direction for any Cost of Construction not then due and payable, the acquisition, construction, installation and equipping of the Project has been completed substantially in accordance with the Schedule - Improvements and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Agent will cause all moneys (and unliquidated investments) then in the Construction Account to be applied as provided in Section 5.04 of the Agreement.

Section 3.5. Limitation on Use of Bond Proceeds. The Bonds are industrial development bonds under Section 103(c)(2) of the Code and are being issued pursuant to Section 103, which generally allows the exclusion from gross income of interest on obligations issued by a political subdivision such as the Commission for purposes of the Bond issue. The Commission intends that interest on the Bonds shall continue to be so exempt from federal income taxation. The Company will not approve, or permit to be approved on its behalf, any payment out of moneys in the Construction Account if, as a result of such payment, less than substantially all the proceeds of the Series A Bonds and any Additional Bonds expended at such time would be used for the acquisition, construction or installation of facilities qualifying for the \$10,000,000 small issue exemption under Section 103(b)(6)(d) of the Code.

Section 3.6. The Company Required to Pay in Event Construction Account Insufficient. In the event that, upon the completion of the issuance and delivery of the Series A Bonds pursuant to Section 3.2, and any issuance and delivery of Additional Bonds pursuant to Section 3.06 of the Agreement, and the deposit of the proceeds of such in the Construction Account, the moneys so deposited in the Construction Account available for payment of the Cost of Construction should not be sufficient to pay the Cost of Construction in full, the Company agrees by acceptance hereof to complete the Project and to pay any remaining portion of the Cost of Construction. The Commission does not make any warranty, either express or implied, that the moneys paid into the Construction Account and available for payment of the Cost of Construction will be sufficient to pay all the Cost of Construction. The Company

similarly agrees that if after exhaustion of the moneys in the Construction Account (including moneys resulting from the issuance and delivery of Additional Bonds) the Company should pay any portion of the Cost of Construction pursuant to the provisions of this Section 3.6, it shall not be entitled to any reimbursement therefor from the Commission or from the Agent or from the Holders of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.3 hereof.

## ARTICLE IV

### SALE OF THE PROJECT; PROVISIONS FOR PAYMENT

Section 4.1. Sale of the Project. In further consideration of the Company's agreement to pay the Purchase Price, payable in installments as set forth in Section 4.3 simultaneously with the issuance and delivery of the Series A Bonds, the Commission has hereby sold to the Company all the right, title and interest of the Commission in the Project by this Deed. Thereafter, as the Project is acquired, constructed, installed and equipped by the Company, it shall be deemed to be delivered by the Commission to the Company and immediately to become and remain property owned by the Company subject to the reserved vendor's lien and the other provisions hereof. The Commission agrees to execute and deliver to the Company such deeds, bills of sale and other evidences of title to the Project and each part thereof conveyed pursuant hereto as the Company may from time to time reasonably request.

Section 4.2. Use of Project. The Commission does hereby covenant and agree that it will not take any action, other than pursuant to Article VII hereof, to prevent the Company from having possession and enjoyment of the Project and will, at the request of the Company, and at the Company's cost, cooperate with the Company in order that the Company may have possession and enjoyment of the Project as the owner thereof, subject to the vendor's lien hereby reserved and the other provisions hereof.

Section 4.3. Purchase Price and Other Amounts Payable. The Company will pay to the Commission from time to time, as the Purchase Price, the following:

A. The principal amount of \$2,000,000 less any amount credited against the principal amount of the Bonds from moneys remaining in the Construction Account upon completion of the Project and full payment of all Costs of Construction, and less any insurance or condemnation proceeds so credited, all as in the Agreement and herein provided, in installments as follows: \$166,666.66 each calendar quarter, beginning on the last day of the fifteenth calendar month following the month in which the Series A Bonds are delivered and quarterly thereafter on the last day of the last calendar month in each successive calendar quarter year.

B. Interest upon the said principal amount outstanding at the rate of 70% of the Prime Rate defined in the Agreement, commencing on the last day of the third calendar month following the month in which the Series A Bonds are delivered and quarterly thereafter on the last day of the last calendar month in each successive calendar quarter year.

C. All amounts, including any accrued interest, payable in connection with any mandatory redemption of the Series A Bonds.

The Company agrees by acceptance hereof that its obligation to make the payments provided for in this Section 4.3 shall be absolute and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Commission of any obligation to the Company or of the Banks to the Company, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Company by the Commission.

The Company will also pay or reimburse the Commission for (A) any fees and charges of the Agent, and (B) any expenses in connection with any redemption of the Series A Bonds or any expenses incurred with the prior written consent of the Company in connection with the Project.

Section 4.4. Payments Assigned. The Company agrees by acceptance hereof that the Commission has assigned all its right, title and interest in and to this Deed pursuant to the Assignment attached hereto as a part hereof and designated "Assignment," and payments due or to become due hereunder to be made by the Company pursuant to Section 4.3 hereof (except for payments of Commission expenses and except for the rights of the Commission to indemnification under Section 4.5 and 6.1 hereof) to the Agent, and the Company assents by acceptance hereof and has assented in the Acknowledgment to such assignment.

Section 4.5. Indemnity Against Claims. The Company, by acceptance hereof, agrees to indemnify and hold harmless the Commission, the Bondholders and the Agent, or any of them, against claims arising out of construction agreements and the construction or operation of the Project. The Company will also pay and discharge and will indemnify the Commission or the Agent against (a) any lien or charge upon payments by the Company to the Commission or the Agent hereunder, and (b) any taxes, assessments, impositions and other charges (other than Permitted Encumbrances) in respect of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments,

impositions or other charges are sought to be imposed, the Commission agrees to cause prompt notice to be given to the Company, and the Company will have the sole right and duty to assume the defense thereof, subject to the following paragraph, with full power to litigate, compromise or settle the same in its sole discretion.

In case any action or proceeding is brought against the Commission, any Bondholders or the Agent in respect of which indemnity may be sought hereunder, the Commission or the Agent shall promptly give notice of any such action or proceeding to the Company, and the Commission will cause the Company upon notice from the Commission, any Bondholders or the Agent to have the obligation and the right to assume the defense of the action or proceeding; provided that failure of the Commission, any Bondholders or the Agent to give such notice shall not relieve the Company from any of its obligations under this Section unless such failure prejudices the defense of such action or proceeding by the Company. At its own expense, the Agent and any Bondholders may employ separate counsel and participate in the defense. The Company shall not be liable for any settlement without its consent.

Section 4.6. Obligation of the Company Unconditional.  
The obligation of the Company to make the payments pursuant hereto and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the entire Purchase Price, including interest thereon, shall have been fully paid, the Company (i) will not suspend or discontinue any payments pursuant hereto and (ii) will perform and observe all its other agreements contained herein.

## ARTICLE V

### SPECIAL COVENANTS

Section 5.1. No Warranty of Condition or Suitability by Commission. THE COMMISSION MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED AS TO THE PROJECT, ITS MERCHANTABILITY, CONDITION OR WORKMANSHIP OR THAT IT WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 5.2. Inspection of the Project. The Company agrees that the Commission, the Agent and their or either of their duly authorized agents shall have the right at all reasonable times to enter, and to examine and inspect, the Project. The Company further agrees that the Agent and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary to cause to be completed the acquisition, construction, installation and equipping provided for in Section 3.1 hereof. The Commission and the Agent shall also be permitted, at all reasonable times, to examine the books and records of the Company, both with respect to the Project and with respect to all other operations of the Company.

Section 5.3. The Company to Maintain its Corporate Existence; Conditions Under Which Exceptions Permitted. The Company agrees that until the Purchase Price has been paid in full, it will maintain, to the extent permitted by law, its corporate existence as a corporation, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, except as provided in the Guarantee.

Section 5.4. Annual Statement. The Company agrees to have an annual audit made by its regular independent certified public accountants and within 90 days after the close of each fiscal year to furnish to the Banks, the Agent and any Holder of Bonds who may so request a balance sheet and statement of income and surplus in compliance with Section 8.01 of the Guarantee.

Section 5.5. Further Assurances and Corrective Instruments. The Commission agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project and for carrying out the intention or facilitating the performance of this Deed.

Section 5.6. Commission Representative. Whenever under the provisions hereof or of the Agreement the approval of the Commission is required or the Commission is required to take some action at the request of the Company, such approval shall be made or such action evidenced by the Commission Representative; and the Company shall be authorized to act on any such approval or action and the Commission shall have no complaint against the Company or the Agent as a result of any such action taken.

Section 5.7. Company Representative. Whenever under the provisions hereof the approval of the Company is required or the Company is required to take some action at the request of the Commission, such approval shall be given or such action evidenced by the Company Representative; and the Commission shall be authorized to act on any such approval or action and the Company shall have no complaint against the Commission or the Agent as a result of any such action taken.

Section 5.8. Non-Arbitrage Covenant. The Company and the Commission covenant that they shall take no action, nor shall the Company approve the Agent's taking any action or making any investment or use of the proceeds of the Series A Bonds, which would cause the Series A Bonds to be "arbitrage bonds" within the meaning of Section 103(c) of the Code and the regulations thereunder as such may be applicable to the Series A Bonds at the time of such action, investment or use. The Company further covenants that, barring unforeseen circumstances, it will not approve the use of the proceeds from the delivery of the Series A Bonds otherwise than in accordance with its "arbitrage certificate" given immediately prior to the issuance of the Series A Bonds.

Section 5.9. Permits. The Company will use its best efforts to obtain all necessary permits and approvals for the acquisition, construction, installation and equipping of the Project and will comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other changes to such properties and irrespective of the cost of making the same; provided, however, that nothing in this Section 5.9 contained shall require the Company to comply with any requirement of any governmental authority so long as the validity thereof shall be contested in good faith by appropriate legal proceedings by the Company.

Section 5.10. Maintenance and Modifications by the Company; Insurance. A. So long as the Company retains the Project in service, the Company shall, at its own expense, (i) cause the Project to be maintained in as reasonably safe condition as its operations will permit, (ii) keep the same in good repair and

operating condition, making from time to time all necessary repairs, renewals and replacements thereof, all as in the judgement of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times, and (iii) properly insure the Project in accordance with the practices of similar entities in respect of facilities similar to those owned and operated by the Company or by entities in business similar to that of the Company, and satisfactory to the Banks.

B. The Company agrees that such insurance coverage shall be maintained with financially sound and reputable insurers, qualified to do business in the State, and satisfactory to the Agent. The insurance referred to in A above shall name the Company, the Commission and the Agent as insureds as their respective interests may appear. The insurance referred to in A above shall provide that any losses payable thereunder shall be payable to the Agent for the benefit of the Commission to be applied to the obligation of the Commission under the Agreement. If the Company is the payee, or one of the payees, of any check or other instrument representing payment of any insurance proceeds referred to in A above, the Company will endorse the same to the order of the Agent and deliver the same to the Agent; and if the Company fails to do so, the Company hereby irrevocably authorizes any officer or employee of the Agent to endorse and deliver the same as the Company's attorney-in-fact. The policies for the insurance required by this Section shall not be cancellable without at least thirty (30) days' written notice to the Agent. The Company covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery upon the aforesaid insurance policies.

C. All policies and certificates of insurance required hereby shall be open to inspection by the Commission and the Agent at all reasonable times. Certificates of insurance describing such policies shall be furnished by the Company to the Commission and the Agent at or prior to the delivery of the Series A Bonds, and a complete list describing such policies and certificates as of June 1 of each year shall be furnished annually within thirty (30) days after June 1 of each year, commencing June 1, 1981 by the Company to the Commission and the Agent and, if any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be immediately furnished to the Commission and the Agent by the Company. The Company may reduce the amount of coverage required under A above, with the approval of the Banks. In the event that the Company fails to maintain any insurance as provided in this Section, the Agent may (but shall be under no obligation to), upon such notice to the Company as is reasonable under the circumstances, procure and maintain such insurance, and any amounts so advanced therefor by the Agent shall become an additional obligation of the Company to the Commission which amounts,

together with interest thereon at the rate of the Series A Bonds from the date thereof, the Company agrees and covenants to pay and such payments and interest shall be considered to be additional indebtedness secured hereby.

D. Proceeds of insurance required hereby shall be applied as provided in the Agreement.

ARTICLE VI

RELEASE AND INDEMNIFICATION; RESTRICTIONS ON  
TRANSFER OF COMMISSION'S RIGHTS; REDEMPTION

Section 6.1. Release and Indemnification Covenants. The Company releases the Commission, the Bondholders and the Agent or any of them from, and covenants and agrees that the Commission, the Bondholders and the Agent or any of them shall not be liable for, and agrees to indemnify and hold the Commission, the Bondholders and the Agent or any of them harmless against, any loss or damage to property or any injury to or death of any person occurring on or about or resulting from any defect in the Project or in the operation thereof; provided, that the indemnity provided in this sentence shall be effective only to the extent of any loss that may be sustained by the Commission, the Bondholders and the Agent or any of them in excess of any insurance proceeds received, net of the expenses (including attorney's fees) incurred in their collection with respect to the loss sustained. To this end, the Company will provide for and insure in any public liability policies related to the Project not only its own liability in respect of the matters there mentioned but also the liability herein assumed.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used herein, any one or more of the following events:

(a) Failure by the Company to pay when due the amounts required to be paid pursuant to clause (i), (ii) or (iii) of Section 4.3 hereof which causes an Event of Default to occur under the Agreement.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 7.1, for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Agent.

(c) An event of default under the Agreement which could be prevented or avoided by the Company by payment or otherwise, except as provided in the Agreement.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 shall have occurred and be continuing, the Commission may take any one or more of the following remedial steps; provided, however, that upon the occurrence of any Event of Default referred to in paragraph (a) or (b) of Section 7.1, the Commission may thereupon take any one or more of the remedial steps as follows:

(1) The Commission may, by written notice to the Company, cause all amounts payable hereunder to be immediately due and payable, whereupon the same shall become immediately due and payable;

(2) The Commission may realize upon collateral hereunder and may proceed as legally required to obtain possession of the Initial Facility and to sell the same; and

(3) The Commission may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Company hereunder and under the Acknowledgment.

Section 7.3. No Remedy Exclusive. Subject to Section 7.6 hereof, no remedy herein conferred upon or reserved to the Commission is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In other to entitle the Commission to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions hereof and the Commission or the Agent should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Commission or the Agent, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the Commission or the Agent.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6. Remedial Rights Assigned to Agent. All rights and remedies conferred upon or reserved to the Commission in this Article VII having been assigned by the Commission to the Agent, the Agent shall have the exclusive right to exercise such rights and remedies in the same manner and under the limitations and conditions that the Agent is entitled to exercise rights and remedies upon the occurrence of an Event of Default pursuant to the Agreement.

ARTICLE VIII

OPTIONS; PREPAYMENT OF PURCHASE PRICE

Section 8.1. Options. The Company shall have, and is hereby granted, options to prepay the Purchase Price in whole and to repay the Purchase Price in part, as follows:

A. At any time, the Company may prepay the entire Purchase Price and obtain from the Commission a release of the vendor's lien hereby reserved by paying moneys to the Agent which will be equal to an amount sufficient to pay the principal of all Bonds to be Outstanding on a date selected for redemption, interest to accrue on said Bonds to said date, and by paying or making provision for paying all reasonable fees and expenses of the Commission and the Agent accrued or to accrue to said date and by making arrangements satisfactory to the Agent for the giving of the required notice of redemption calling all Bonds to be Outstanding on said date of redemption; or

B. On any interest payment date, provided that if the Company is in default hereunder, such prepayment in part shall not constitute a waiver of such default, the Company may prepay a part of the Purchase Price, and the Commission agrees that the Agent may accept such prepayments of Purchase Price payments when the same are tendered by the Company; all Purchase Price payments so prepaid under this clause B shall be paid to the Agent and credited against the Purchase Price provided in Section 4.3 hereof, or shall be used for the prepayment of Outstanding Bonds in the manner and to the extent provided in the Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Issuer:           The County Commission of  
                                Preston County  
                                Courthouse  
                                Kingwood, West Virginia 26537

If to Agent:            The Chase Manhattan Bank  
                                1441 Broadway  
                                New York, New York 10018  
                                Attention: Mr. Thomas Vogel

With copies to  
  the following:        Mr. Roger Marvinney, Vice President  
  and  
                                Christopher P. Radier, Esquire  
                                Manufacturers Hanover Trust Company  
                                350 Broadway  
                                New York, New York 10022

It to Company:         West Virginia Northern Railroad, Inc.  
                                c/o Emons Industries, Inc.  
                                490 East Market Street  
                                York, Pennsylvania 17403  
                                Attention: Vice President

With copy  
  addressed to:         Slade, Pellman & Biehl  
                                850 Third Avenue  
                                New York, New York 10022  
                                Attention: Melvin S. Slade, Esquire

A duplicate copy of each notice, certificate or other communication given hereunder by either the Commission or the Company to the other shall also be given to the Agent. The Commission, the Company and the Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent.

Section 9.2. Binding Effect. This Deed shall inure to the benefit of and shall be binding upon the Commission and, by its acceptance hereof, upon the Company, and their respective successors and assigns, subject, however, to the limitations contained in Section 5.3 hereof.

Section 9.3. Severability. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications. This Deed shall be revised from time to time, if necessary, in order that the payments hereunder required to be made by the Company shall at all times produce revenues sufficient to pay interest on the Bonds when due, and so as to produce revenues sufficient to pay the principal installments of the Bonds when due or upon any mandatory redemption thereof. This Deed may not otherwise be amended, changed, modified, altered or the reserved vendor's liens provided hereby released except in accordance with the Agreement.

Section 9.5. Execution in Counterparts; Security Interest Herein. This Deed may be executed in several counterparts, but Counterpart No. 1 shall be the only original of this document, and counterparts hereof together shall constitute but one instrument; no security interest herein or assignment of any rights herein or hereunder may be created or perfected through the transfer or possession of any executed copy or counterpart hereof other than the executed counterpart containing the receipt therefor manually executed by the Agent following the signatures hereto.

Section 9.6. Applicable Law. This Deed shall be governed by and construed in accordance with the laws of the State of West Virginia.

Section 9.7. No Charge Against Credit of Commission or Preston County. This Deed shall inure to the benefit of and shall be binding upon the Commission, the Company and their respective successors and assigns as provided in Section 9.3 hereof, subject, as to the Commission, to Section 4.01 of the Agreement, but neither the credit nor the taxing power of the Commission nor of Preston County shall be pledged or used in connection herewith. This Deed shall not give use to or constitute indebtedness of the Commission or of Preston County under any constitutional or statutory provision or limitation. No officer, Commissioner or employee of the Commission shall be personally liable hereon nor shall the execution hereof or the pledge or assignment of the rights of the Commission hereunder be considered a misfeasance in office.

Section 9.8. Transfer Taxes. The undersigned grantor hereby declares that the conveyance evidenced in this deed is not subject to tax on the privilege of transferring real property because it is a transfer or deed from a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF PRESTON COUNTY has caused this Deed to be executed, sealed and attested, all as of the date first written.

COUNTERPART NO. \_\_\_\_\_

THE COUNTY COMMISSION OF PRESTON COUNTY

[SEAL]

By Ward Thomas  
President

ATTEST:

Nancy Beckart  
Clerk

The West Virginia Northern Railroad, Inc. (the "Company") accepts this Deed and the obligations and covenants of the Company herein set forth.

WEST VIRGINIA NORTHERN RAILROAD, INC.

[SEAL]

By James M. Morris  
Its President

ATTEST:

J. J. Moore  
Secretary

RECEIPT

The Chase Manhattan Bank (National Association), as Agent defined in the Agreement, acknowledges receipt of Counterpart No. 1 of this Instrument.

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION), AS AGENT

By Thomas H. Vogel  
Its: Assistant Treasurer

EXHIBIT - AGREEMENT  
(with Mortgage form attached)

SCHEDULE - REAL ESTATE

SCHEDULE - IMPROVEMENTS

SCHEDULE - PERSONAL PROPERTY

SCHEDULE - PERSONAL PROPERTY TO BE ACQUIRED

STATE OF WEST VIRGINIA  
COUNTY OF PRESTON, TO-WIT:

I, NEIL A. REED, a notary public of said County, do certify that WARD THOMAS, who signed the writing hereto annexed, bearing date as of the 1st day of June, 1981, for THE COUNTY COMMISSION OF PRESTON COUNTY, a corporation, has this day in my said County, before me, acknowledge the said writing to be the act and deed of said Corporation.

19<sup>th</sup> Given under my hand and official notarial seal this day of June, 1981.

My commission expires: FEB. 5, 1988.

[SEAL]

Neil A. Reed  
Notary Public

This instrument was prepared by Eugene G. Eason, Steptoe & Johnson, Clarksburg, West Virginia.

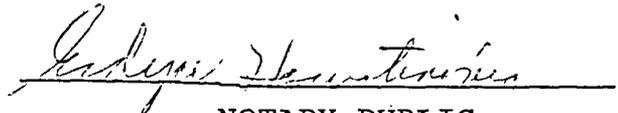
STATE OF PENNSYLVANIA  
COUNTY OF YORK, TO-WIT:

I, Erdyce Horvatinovic, a notary public of said County, do certify that Joseph W. Marino, who signed the writing hereto annexed, bearing date as of the 1st day of June, 1981, for EMONS INDUSTRIES, INC., a corporation, has this day in my said County, before me, acknowledge the said writing to be the act and deed of said Corporation.

Given under my hand and official notarial seal this 22nd day of June, 1981.

My commission expires: January 31, 1985.

(SEAL)

  
NOTARY PUBLIC

SCHEDULE - REAL ESTATE

All of the following described tracts or parcels of real estate, situate in Preston County, West Virginia, more particularly described and identified as follows:

All of the following described tracts of real estate situate in Kingwood Corporation, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 1: Beginning at a wild cherry in Ann Harris's line and running S. 42° 30' E. 4 poles to a stake in said Harris's line; thence crossing the creek S. 22° 10' E. 10-3/10 poles to a double chestnut; thence S. 40° E. 30 poles to a large beech, standing about 25 feet west of said railroad track; thence N. 50° E. 2-8/10 poles (crossing said Railroad) to a stone in said creek; thence up and with the meanderings of said creek N. 26° W. 21-1/10 poles to a stone in the middle of the creek; thence N. 11° 30' W. 4-85/100 poles with the line of J. Ann Martin, to a stake, said Martin's corner thence with said Martin's line N. 73° E. 8-6/100 poles to a stake at the west side of the new street; thence with a line of said new street N. 41° W. 27-6/10 poles to a stake in said west line of said street; it being also a line of the land formerly belonging to Sallie Duncan; thence with a line of said Duncan's South 29° W. 15-15/100 poles crossing said creek to the said wild cherry, the beginning point, containing three acres and thirty-two poles, more or less.

TRACT NO. 2: Bounded on the west by a line beginning at the beech corner above referred to and running in a southern direction and parallel with the railroad to the original right-of-way; thence crossing said Railroad in an eastern direction with the western boundary of the Grantors' old right of way to the creek above what is known as the "Indian Creek Railroad trestle . . . ."; thence up said creek with its meanderings to a stone, it being the southeast corner of the tract first above described; thence crossing said railroad up the bank to the said beech, or beginning corner, containing . . . . acres, more or less.

The Grantee to erect and maintain a wire fence of legal height and five strands of barbed wire put upon locust posts not more than one rod apart, running along the west side of all the lands hereby conveyed, including the right of way to the old right-of-way, and to erect and maintain suitable bars or gate where Grantor now crosses the creek near the corner of Mrs. Harris' lot; and also said Grantee is to constantly provide a suitable crossing for said Grantor at such place as he may direct or as may be practicable, over which said Grantor may cross said Grantee's railroad; and the right to said Grantor to cross the land of the Grantee as hereby conveyed, to his premises on the west side of the creek is perpetual, but the right of way and crossing shall be at such place as will be practicable, and without making unnecessary inconvenience to either Grantor or Grantee.

Should the land conveyed be abandoned by Grantee and they cease to use the same for railroad purposes, or in any way for their benefit as a Railroad Corporation, same shall revert to Grantors, Grantee to have right to remove buildings and improvements within 1 year.

The above described Tract No. 1 and Tract No. 2 were conveyed to the Tunnelton, Kingwood and Fairchance Railroad Company by U. N. Orr and Molly J. Orr, his wife, by deed dated the 1st day of October, 1895, which deed is of record in said Clerk's Office in Deed Book 85, at page 438. Thereafter, on the 5th day of July, 1899, the Tunnelton, Kingwood and Fairchance Railroad Company changed its name to West Virginia Northern Railroad Company with the consent and approval of the Secretary of State of the State of West Virginia, as will appear in Record of Incorporations Book 3, at page 404.

The above described Tract No. 1 and Tract No. 2 are subject to that certain right of way or easement for the construction and maintenance of an electrical distribution and telephone system which was conveyed by the West Virginia Northern Railroad Company to the Monongahela Power Company by deed dated the 23rd day of June, 1947; and of record in said Clerk's Office in Deed Book 254, at page 150.

The above described Tract No. 1 and Tract No. 2 are subject to that certain right of way for water line and sewer line that was conveyed by the West Virginia Northern Railroad Company to the City of Kingwood by deed dated the 26th day of May, 1972, which deed is of record in said Clerk's Office in Deed Book 430, at page 477.

The above described Tract No. 1 and Tract No. 2 are subject to that pipeline right of way that was conveyed by the West Virginia Northern Railroad Company to Columbia Gas of West Virginia, Inc., by an agreement dated May 15, 1973, which agreement is of record in said Clerk's Office in Deed Book 439, at page 563.

All of the following described tract of real estate situate in Kingwood District and the Town of Kingwood, Preston County; West Virginia, bounded and described as follows:

TRACT NO. 3: Situate in Kingwood District and the Town of Kingwood, in said County and State and beginning at a stake on the east side of Sisler Street and in the northern boundary of the original Kemble tract; thence N. 39° 14' W. 1458.7 feet to a set stone (by reference S. 16.5 feet to a chestnut pointer); thence S. 5° 02' E. 297 feet to a point supposed to be the corner of the coal bank owned formerly by the heirs of Thomas Brown; thence with three lines of same N. 5° E. 198 feet; S. 85° 02' E. 307.9 feet; thence S. 5° 03' W. 198 feet; thence S. 85° 02' W. 880.4 feet to a stake on the east side of Sisler Street, and in the southern boundary of the original Kemble tract; thence with a new line and the eastern boundary of Sisler Street, N. 0° 52' W. 923.6 feet to the beginning, containing 28 acres, more or less. It is however, understood that the present acreage of this property is estimated at about 30 acres, the same having been increased by about 2 acres when the Town of Kingwood straightened Sisler Street, and being the same Tract of said property that was conveyed to the West Virginia Northern Railroad Company by James Jenkins, Jr., and Nellie Y. Jenkins, his wife, by deed dated the 21st day of March, 1955, which deed is of record in said Clerk's Office in Deed Book 318, at page 402.

There is excepted and reserved, the following described lot conveyed to Paul D. Shaffer by deed dated April 15, 1952, and recorded in said Clerk's Office in Deed Book 296, at page 256, in which said deed said lot was described as follows:

Beginning at a stake on the west side of Sisler Street, same stake being on corner Number four of Lot Number One and from said stake North 39° 14' West 125 feet to a stake, said stake being on corner Number three of Lot Number One and thence South 0° 46' West 60 feet to a stake; thence South 89° 14' East 125 feet to a stake on the west side of Sisler Street, and with Sisler Street North 0° 46' East 60 feet to place of beginning.

There is further excepted and reserved a lot conveyed to Junior Ray Bishoff by deed dated April 10, 1953, and recorded in said Clerk's Office in Deed Book 306, at page 36, designated Lot Number 5 of Jenkins Addition and described as follows:

Beginning at a point, corner to Sisler Street, and Lot No. 4, Jenkins Addition and running with said Lot No. 4, N. 89° 14' W. 125 feet to a stake; thence S. 0° 46' W. 60 feet to a stake; thence S. 39° 14' E. 125 feet to a stake in Sisler Street; thence with Sisler Street, N. 0° 46' E. 60 feet to place of beginning.

There is further excepted and reserved a lot conveyed to Hunter I. Waggoner by deed dated April 9, 1953, and recorded in said Clerk's Office in Deed Book 304, page 357, and described therein as follows:

Beginning at a stake on the west side of Sisler Street, same stake being on corner No. 4, and Lot No. 3, owned by Charles Lenhart, and from said stake, S. 88° 57' W. 125.87 feet along line of Lot No. 3 to a stake and said stake being on Corner Number 3, and Lot No. 4, and thence S. 0° 46' W. 60 feet to a stake, thence S. 89° 14' S. 125 feet to west side of Sisler Street 64 feet to place of beginning.

There is further excepted and reserved a lot conveyed to Charles Benhart and Alice Benhart, by deed dated August 31, 1950, and recorded in said Clerk's Office in Deed Book 264, page 257, described therein as follows:

Beginning at a stake on the west side of Sisler Street, same stake being on Corner No. 4 to Lot No. 2, and from said stake N. 89° W. 125' to a stake, said stake being on Corner No. 3 of Lot No. 2, and thence S. 0° 46' W. 60 feet to a stake, thence S. 88° 47' E. 125 feet to the west side of Sisler Street, thence along Sisler Street, N. 1° 3' W. 56 feet to the place of beginning.

There is further excepted and reserved from the above described Tract No. 3 a right of way for an electrical distribution system and telephone system which was conveyed by the West Virginia Northern Railroad Company to Monongahela Power Company by an agreement dated July 20, 1964, which agreement is of record in said Clerk's Office in Deed Book 376, at page 357.

There is further excepted and reserved from the above described Tract No. 3 a right of way 100 feet in width conveyed by the West Virginia Northern Railroad Company to the Monongahela Power Company by an agreement dated May 29, 1968, which is of record in said Clerk's Office in Deed Book 405, at page 501.

There is further excepted and reserved from the above described tract a standard distribution right of way which was conveyed by West Virginia Northern Railroad Company to Monongahela Power Company by an agreement dated January 13, 1971, which is of record in said Clerk's Office in Deed Book 419, at page 145.

There is further excepted and reserved a lot conveyed by the West Virginia Northern Railroad Company to Paul D. Shaffer and Hilda Shaffer, husband and wife, by deed dated September 8, 1980, which deed is of record in said Clerk's Office in Deed Book 488, at page 684, containing 7,200 square feet, to which deed reference is made for a more particular description.

All of the following described tracts of real estate situate in Kingwood District, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 4: Beginning at a stone pile; thence S. (v. 2° 15') 130 poles to a stone; thence N. 88° 00' W. 21.8 poles to a stake; thence N. 62.4 poles to a point in the center of W. V. N. R. R.; thence S. 87° 30' W. 14.6 poles to a stake; thence S. 65° 00' W. 24 poles, with pipe, to corner Mrs. Wright's lot; thence with two lines of same, N. 27° 00' W. 13.7 poles to a stone; thence S. 60° 45' W. 9.7 poles to pointers; thence with Gocke; N. 3° 30' E. 23.6 poles to a stone pile; thence N. 87° 30' W. 92 poles to a stone pile corner Frank Grieser; thence with his line N. (v. 3° 53') 55.1 poles to a stone pile and pointers; corner Shulte; thence with same, S. 87° 00' E. 165.7 poles to the beginning, containing 74.46 acres.

In addition to the tract of land hereinabove described, less the exceptions and reservations hereinafter contained, there is further granted and conveyed unto said Grantee that certain lot of 5055 square feet conveyed to J. Walter Myers by George E. Myers and Beulah Myers, his wife, by deed dated the 9th day of April, 1949, which deed is of record in said Clerk's Office in Deed Book 269, at page 218, therein described as follows:

Beginning at a point in the northern edge of State Route 26, and a corner of lands of the Grantee, and running thence in a northern direction 337 feet to a point on Kray Coal Company right of way; thence with said right of way, in a western direction 15 feet; thence in a southern direction and parallel with the aforesaid 337 foot call to a point in said State Route No. 26; thence in an eastern direction with said State Route 26, 15 feet to the beginning, containing approximately 5,055 square feet, all minerals and mining rights heretofore conveyed away from said property are reserved from this conveyance.

There is further granted and conveyed unto said Grantee, all of those certain rights contained and granted to said Grantor, J. Walter Myers, in the deed last aforesaid, described therein, as "The Grantors further grant and convey unto the Grantees, all of their right, title and interest in and to all of the minerals underlying that certain tract of land containing 1-1/2 acres, more or less, that was conveyed to the Grantors, George E. Myers, by J. Walter Myers, by deed dated the 20th day of May, 1946, and of record in said Clerk's Office in Deed Book 246, at page 444, with the exception of that certain part of said conveyance which fronts on State Route 26 163 feet and extends in a northern direction, a uniform distance of 196 feet, containing 31,948 square feet, more or less, it being the intention of the Grantors to reserve the coal and other minerals underlying the dwelling and other buildings now located upon said premises."

With the tract first hereinafter above described and conveyed of 74.46 acres, less the coal as conveyed to said Merchant Coal Company in the deed thereinabove mentioned, of record in said County Clerk's Office in Deed Book 97, page 73, there is, however, granted and conveyed for the consideration aforesaid, all of the Grantor's right, title and interest in and to the coal and other rights which were reserved unto the Grantors in said conveyance to said Merchants Coal Company, being "1 acre adjoining Mrs. Wright's lot, now owned by Gocke". "1-1/4 acre of the Upper vein of coal where his dwelling house and other buildings stand on the home place and also 1.64 acres of said vein adjoining the said 1-1/4 acres, and under the orchard, the opening to the same to be made at the N. W. side, near a marked chestnut tree and stone pile".

Said tract hereinabove set forth, described as 74.46 acres, is subject to the following outconveyances appearing of record:

(1) That certain conveyance by George Myers and Hester J. Myers, his wife, to John Reese dated March 24, 1901, and of record in said County Clerk's Office in Deed Book 130, at page 24, conveying 9 acres described as "Beginning in W. A. Rhodes' line, formerly Mrs. Ann Wright's line on the boundary of W. V. N. Railroad, with said formerly W. A. Rhodes' line, Mrs. Ann Wright's line, S. to J. L. McKenzie's line; thence East with J. L. McKenzie's line to the line of Michael Linch; thence North with said Linch line to a line of the West Virginia Northern Railroad Company; thence with said Railroad to place of beginning, containing 9 acres, more or less".

(2) That certain conveyance by George Myers and Hester J. Myers, his wife, to Frank Hieman dated August 23, 1912, and of record in said County Clerk's Office in Deed Book 134, at page 1, conveying a lot containing 5.4 square poles, a lot containing 8.6 square poles, and releasing all claim and title, if any, of the Grantors to a lot described as containing 6.2 square poles.

(3) That certain conveyance from the said George Myers and wife to Frank C. Hieman, dated May 4, 1914, recorded in said Clerk's Office in Deed Book 139, at page 119, conveying 68 poles.

(4) That certain conveyance by George Myers and wife to West Virginia and Maryland Power Company of 1 acre conveyed to said Grantors by deed dated October 24, 1922, recorded in said County Clerk's Office in Deed Book 161, at page 232.

(5) That right-of-way agreement from George Myers and wife to Brooke Electric Company, dated December 19, 1921, and recorded in said Clerk's Office in Deed Book 182, at page 167, all of the rights reserved in said right-of-way agreement to the Grantors therein being hereby conveyed to the Grantee herein.

(6) That certain right-of-way agreement between George Myers and wife and West Virginia and Maryland Power Company, dated August 8, 1922, recorded in Deed Book 185, at page 266, there being hereby conveyed all of the rights therein retained, to the Grantors by this conveyance.

(7) That certain deed between J. Walter Myers, widower, and June Zugar, dated August 15, 1938, and of record in said Clerk's Office in Deed Book 204, at page 348, there being therein conveyed two tracts, one approximately 60 feet by 190 feet and the other about 1/4 acre.

(8) That certain conveyance from J. Walter Myers, unmarried, to Stanley Coal Company, by deed dated March 3, 1941, recorded in said Clerk's Office in Deed Book 211, at page 23, conveying a right of way for a railroad 1570 feet in length and 30 feet wide, there being certain agreements contained in said conveyance in favor of the Grantors therein, all of which are hereby conveyed unto the Grantee.

(9) That certain deed from J. Walter Myers, unmarried, to Kray Coal Company, Inc., dated October 10, 1941, and of record in said Clerk's Office in Deed Book 213, at page 372, conveying 0.23 acres, there being reserved from said conveyance, the coal and mining rights thereunder which had theretofore been sold.

(10) That certain conveyance dated March 15, 1945, recorded in said Clerk's Office in Deed Book 232, at page 468, between J. Walter Myers, widower, and Ethel C. Rhodes, conveying 3/4 of an acre.

(11) That certain deed dated April 18, 1946, recorded in said County Clerk's Office in Deed Book 241, at page 165, between J. Walter Myers, widower, and James Jenkins, Sr., conveying .23 acres, more or less.

(12) That certain inter-party agreement and deed dated June 11, 1946, and of record in said County Clerk's Office in Deed Book 242, at page 384, between Mary Alice Britton and husband and J. W. Myers, in which there was conveyed to the said J. W. Myers a tract described as, "Beginning at the west end of a lot conveyed to George W. Myers and another conveyed to Ann Wright, said parcel of land to be 10 feet wide from the northern boundary of the West Virginia Northern Railroad right of way and running East and parallel 10 feet wide with the boundary of the West Virginia Northern right of way for a distance of 13 rods to a planted stone", which is hereby conveyed unto the said Grantee herein, said conveyance conveying from J. W. Myers, widower, to the said Mary Alice Britton a tract of land being a strip 12 feet wide and extending from the point where the Britton outlet crossed the West Virginia Northern railway right of way and the land now optioned to the Gilbert Trust Company to the Kingwood and Tunnelton Pike, to which this deed is made subject.

(13) That certain deed between J. Walter Myers, widower, and Ernest H. Gilbert, Trustee, dated June 12, 1946, recorded in said Clerk's Office in Deed Book 242, at page 394, conveying 0.204 acres, more or less, there being excepted and reserved in said conveyance all of the oil, gas, and minerals under said tract, together with all necessary rights to extract and remove the same, there being also excepted and reserved a right of way over which a proper and suitable railroad crossing was to be constructed, which said right of way is also conveyed to the Grantee herein.

(14) That certain conveyance dated September 2, 1947, recorded in said County Clerk's Office in Deed Book 257, page 291, between J. Walter Myers, widower, and Ernest H. Gilbert, Sr., Trustee, conveying 1/2 acre.

(15) That certain agreement made March 15, 1949, and recorded in said Clerk's Office in Deed Book 269, page 101, between Walter Myers, single, and Kray Coal Company relating to the removal of timber from a tract of 3.488 acres, the Grantee having the right to remove the timber for a term of 10 years or until the coal under the Walter Myers' land has been removed, and timber remaining at the end of that time is to become the property of the party of the first part or his assigns, all of which reversionary rights are hereby conveyed to the Grantee herein.

(16) That certain deed from J. Walter Myers, single, to Kray Coal Company, dated May 1, 1957, recorded in said County Clerk's Office in Deed Book 336, at page 517, conveying two 10 foot strips of land adjoining the right of way granted in "No. 8 above". Said agreement containing certain covenants as to moving back a barbed wire fence, which rights are hereby granted to the Grantee herein and the agreement contains a covenant regarding certain grade crossings and abandoning an underpass mentioned in said March 3, 1941 agreement ("8." hereinabove), to all of which this conveyance is made subject, providing, however, that all rights therein of the Grantor passes by this conveyance to the Grantee herein.

(17) That certain deed dated April 9, 1892, from George Myers and Hester J. Myers, his wife, to Joseph Stephane which is of record in said Clerk's Office in Deed Book 72, at page 109, conveying 1 acre adjoining the Ann Wright property and fronting 80 feet on the Kingwood and Tunnelton Pike.

(18) That certain deed from George Myers and Hester J. Myers, his wife, to Ann Wright dated May 8, 1897, exchanging lots owned by the parties, which is of record in said Clerk's Office in Deed Book 83, at page 51.

(19) That certain coal deed dated the 3rd day of February, 1902, from George Myers and Hester J. Myers, his wife, to Merchants Coal Company conveying as the Second Tract all coal underlying 74.46 acres, excluding 1 acre adjoining Mrs. Wright's Lot now owned by Gocke, and further reserving 1-1/4 acre Upper vein of coal where his dwelling house and other buildings stand and 1.64 acres of the vein adjoining the 1-1/4 and under the orchard, and 1-1/4 acre of the vein of coal on the Roch place where it is now opened, which said coal deed contains broad mining rights including the waiver of damage to the surface and is of record in said Clerk's Office in Deed Book 97, at page 73.

(20) That certain standard electrical distribution right of way that was conveyed by John W. Myers to Monongahela Power Company by an agreement dated October 21, 1947, and of record in said Clerk's Office in Deed Book 257, at page 311.

(21) That certain electric and telephone distribution right of way that was conveyed by J. W. Myers, widower, to Monongahela Power Company by an agreement dated July 13, 1946, and of record in said Clerk's Office in Deed Book 244, at page 235.

(22) That standard electric and telephone distribution right of way that was conveyed by George E. Myers and Beulah Myers to Monongahela Power Company by an agreement dated February 12, 1949, which is of record in said Clerk's Office in Deed Book 268, at page 318.

(23) That deed dated January 4, 1956, executed by Walter Myers, single, to Kray Coal Company, conveying all of the unmined Upper Freeport coal (being the same vein now being mined by Grantee on adjoining tract on and under 1.64 acres, being the 1.64 acre coal under the orchard as described in the deed recorded in Deed Book 97, at page 73), and which said coal deed is of record in said Clerk's Office in Deed Book 324, at page 262.

(24) That certain lease dated June 1, 1979, executed by the West Virginia Northern Railroad Company to Lewis Coal & Coke Co., Inc., leasing the 74.46 acre tract, as well as a small strip of land between said 74.46 acres and Route 26/73 and a 3.9 acre tract for a term of 5 years, with the right to twice renew said lease for two additional five year terms, which said lease is of record in said Clerk's Office in Deed Book 484, at page 359.

(25) There is further granted and conveyed for the consideration aforesaid, all of the rights and ownership of the Grantors herein to the oil, gas, and other minerals located on and under the tracts hereinabove described, and also all of the oil and gas and other minerals reserved and excepted by the Grantor or any of its predecessors in title on and under all of the parcels of land sold or conveyed away as hereinabove set forth, including, but not restricted to, the tracts described in "No. 14" and "No. 16" hereinabove set forth, and as might otherwise appear in the chain of title to the tracts of land hereinabove described and conveyed, including to the said Grantee, all rights and delayed rentals and earned royalties from any oil and gas lease in favor of Consolidated Gas Supply Corporation, including but not limited to that lease dated June 25, 1968, executed by Margaret Myers, single, and the West Virginia Northern Railroad Company to Consolidated Gas Supply Corporation, which is of record in said Clerk's Office in Deed Book 402, at page 229.

The above described Tract No. 4 is the same real estate that was conveyed by Margaret Esther Myers, single, to the West Virginia Northern Railroad Company by deed dated the 5th day of July, 1961, and recorded in said Clerk's Office in Deed Book 358, at page 57.

All of the following described tracts of land situate in Kingwood District, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 5: Beginning at a dogwood, corner of W. F. Menear's line (now Brand); thence N. 83½° E. 13 3/4 poles to pointers in the W. F. Menear (now Brand) line; thence with C. & M. line, S. 6° 31' W. 263½ poles to a stake in a field; N. 58½° W. 50 poles to a dogwood, now down; S. 53 3/4° W. 29 7/10 poles to a hickory; S. 77° 7' W. 32 poles to a white oak at Dars; S. 34° E. 27 6/10 poles to a creek, thence with same S. 51° 7' W. 10 94/100 poles; S. 52½° W. 10 5/10 poles; S. 36° W. 107 poles; S. 80½° W. 8 4/10 poles; S. 38° W. 5 8/10 poles; S. 12½° W. 13 8/10 poles, S. 48° W. 4 5/10 poles to the original line; thence with same, leaving Creek S. 60° W. 9 5/10 poles to a point on Indian Rock; N. 86° 53' W. 78 2/10 poles to a white oak; N. 2 1/3° E. 107 4/10 poles to pointers (pine) .. 87° 25' E. 78 9/10 poles to a stone pile; N. 3° 36' E. 143 7/10 poles to a white oak stump and stone pile, Ellis' corner; N. 71° 10' E. 101 7/10 poles to a poplar and rock; N. 48½° E. 7 8/10 poles to the beginning, containing 263½ acres, more or less.

There is excepted and reserved from the above described 263½ acre tract that certain 7½ acre parcel which was conveyed by Nancy A. Burke to Jesse J. F. Burke by deed dated the 19th day of February, 1892, which deed is of record in said Clerk's Office in Deed Book 71, at page 391, and which said area is more particularly bounded as follows:

Beginning at a stone pile and pointers on the North side of the Creek, N. 2½° E. 68 poles to a stone pile and pointers, corner to A. B. Fortney and Brown, N. 70½° E. 100 poles to a stone pile and near to a poplar; N. 48½° E. 75 poles to a dogwood and pointers; N. 83° E. 13 ¾ poles to pointers, S. 5½° W. 80 poles to a stone pile at the Creek; thence down said Creek, with its meanderings 187 poles to the beginning, leaving a balance of 192 acres, more or less.

Together with said tract of land, the description for which was taken from a deed from George R. Burke and wife to H. G. Burke, by deed dated March 24, 1904, and recorded in the office of the Clerk of the County Commission of Preston County, West Virginia, in Deed Book 107, page 187, there is conveyed all of the Grantors' right, title and interest in and to a road or right-of-way set forth in a deed from Philip Knisell to George R. Burke and H. G. Burke, dated July 10, 1901, and recorded in said County Clerk's Office in Deed Book 92, at page 199.

There is further reserved all of the coal underlying said tract of land heretofore conveyed to Merchants Coal Company of West Virginia by G. R. Burke and others by deed dated the 6th day of December, 1901, which deed was recorded in Deed Book 97, at page 47, and conveys all of the coal, except the Austin vein.

There is further excepted and reserved a burial ground situate on said land containing 90/160 of an acre, more or less, with the right of ingress, egress and regress to and from said burial land over the road now used, which requires the Grantors to leave the gates and bars across said road to said burial ground in the same condition which they may be found in when using the same, which said burial ground was conveyed to Philip Knisel by Nancy A. Burke and others by deed dated the 10th day of July, 1901, which deed is of record in said Clerk's Office in Deed Book 92, at page 306.

There is further excepted and reserved from this conveyance that certain standard electric distribution and telephone right of way which was conveyed by Lucy Burke and others to Monongahela Power Company by agreement dated the 8th day of January, 1947, which is of record in said Clerk's Office in Deed Book 251, at page 150.

There is further excepted from this conveyance that certain standard electric distribution right of way which was conveyed by the West Virginia Northern Railroad Company to the Monongahela Power Company by deed dated the 3rd day of April, 1958, which agreement is of record in said Clerk's Office in Deed Book 337, at page 527.

There is excepted and reserved from the above described tract that certain 9.9 acre tract which was conveyed by Agostino DeProspero and others to the Kray Coal Company by deed dated the 30th day of June, 1952, which deed is of record in said Clerk's Office in Deed Book 303, at page 124, and which deed provides that there is conveyed to the Grantee the right to have constructed upon said premises conveyed to said Kray Coal Company and the adjoining premises, a switch and siding as described in said deed.

TRACT NO. 6: Beginning at Indian Rock, N. 86° 53' W. 78 2/10 poles to a white oak stump N. 2½° E. 14½ poles to a stake, corner with J. L. McKenzie; thence West to creek; thence with said Creek to the School House Lot.....Northern and Eastern boundaries to Pike; thence with Northern side of the Pike to H. Cook's line; thence with said line to beginning, containing 6 acres, more or less, the description to which said tract was taken from a deed from Ida J. Knisell and husband to Hiran Burke dated March 19, 1900, and recorded in said Clerk's Office in Deed Book 124, page 2.

For the consideration aforesaid, the Grantor does further grant and convey as appurtenant to the above described Tract No. 5 and 6 the tipple, siding and other personal property or fixture rights which were conveyed to the West Virginia Northern Railroad Company by John W. Markwood and Frank B. Everhart, doing business as Markwood and Everhart, as described in that agreement dated the 9th day of April, 1970, which is of record in said Clerk's Office in Deed Book 427, at page 244, which said tipple and siding agreement was executed in settlement of claims arising from a lease executed by the West Virginia Northern Railroad Company to Brookside Mining Company, predecessor in title to Markwood and Everhart, dated the 19th day of September, 1957, which is of record in said Clerk's Office in Deed Book 340, at page 707, as modified by a letter to said Brookside Mining Company, Inc., from the West Virginia Northern Railroad Company dated October 22, 1957, which letter amendment to said lease is recorded in said Clerk's Office in Deed Book 340, at page 714, and the said West Virginia Northern Railroad Company does warrant that the terms and conditions as modified concerning said tipple and siding as set forth in the agreement dated April 9, 1970, have been fully complied with by the West Virginia Northern Railroad and that said John W. Markwood and Frank B. Everhart, as well as Brookside Mining Company, have no further interest or claim to said real estate under said lease or the structures or personal property located thereon.

The above described real estate being all of the same real estate that was conveyed to the West Virginia Northern Railroad Company by Anna DeProspero, widow, and Ernest Giuliana and Beulah Giuliana, his wife, by deed dated the 10th day of April, 1957, which deed is of record in said Clerk's Office in Deed Book 332, at page 307.

TRACT NO. 7: Beginning at the Southwest corner of the Grantors' 5.7 acre Parcel No. 2, which said corner is a common corner of Patriot Mining Company, the Grantors and in the property line of Mary Ruth Corporation; thence running with the Mary Ruth Corporation line, S. 89° 6' 40" E. 220.53 feet, crossing said main line of said railroad to a 1/2" rebar set; thence leaving Mary Ruth Corporation line and running at all points an equal distance of 75 feet from said railroad main line, N. 62° 23' 34" W. 301.66 feet to a 1/2" rebar set; thence S. 18° 56' 40" E. 144.18 feet crossing said main line to the 1/2" rebar set, at the place of beginning, containing 0.34 of an acre.

The above described tract being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Samuel A. Lipscomb and Helena Lipscomb, husband and wife, by deed dated the 9th day of October, 1980, which deed is of record in said Clerk's Office in Deed Book 488, at page 794.

There is excepted and reserved from this conveyance those certain exceptions and reservations set forth in conveyances of predecessors in title to the present owner, insofar as the same affect the surface land herein conveyed or the minerals underlying the same.

All of the following described tracts of real estate situate in Kingwood Corporation, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 8: Beginning at a Black Oak, a corner to Wakefield; thence by division lines, N. 30° 10' E. 778.8 feet to a planted stone, a corner to the private roadway; thence N. 50° E. 96 feet to a planted stone; thence N. 39° E. 104 feet to a stone in the beginning line of the whole tract; thence with five lines of the boundaries of the original tract, S. 22° E. 156 feet to a Chestnut tree; thence S. 38° E. 438 feet to a post, a corner to David Younger; thence with a line of said Younger and a line of T. D. Craig, S. 43° 35' W. 350 feet to a Chestnut tree; thence S. 40° 34' W. 343.7 feet to post, a corner to T. D. Craig; thence with a line of T. D. Craig and a line of Wakefield, N. 65° W. 433 feet to the beginning, and containing 9.441 acres, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Richard O. Burnside and Ethel Hope Burnside, his wife, by deed dated the 5th day of August, 1960, which deed is of record in said Clerk's Office in Deed Book 353, at page 561.

There is reserved from this conveyance, however, all the coal below the Three Foot vein of fuel coal, together with the usual mining rights, as were conveyed by U. N. Orr to W. P. Hurst, by deed dated the 3rd day of July, 1901, and recorded in said Clerk's Office in Deed Book No. 92, at page 151.

There is also reserved from this conveyance all the Three Foot vein of fuel coal commonly called the Bakerstown Seam of coal, together with all the usual and necessary mining rights to mine and remove the same, and without being liable for damage to the surface, water courses, or anything thereon, by reason of the mining and removal of any or all of said coal.

For the consideration aforesaid, the said Grantors further grant and convey unto the said Grantee all the rights and privileges owned and possessed by them in and to a certain street or road extending over lands formerly owned by Edward A. Heiman and being more fully described in a conveyance from the said Edward A. Heiman and wife to Charles W. Wolfe and May M. Wolfe, by deed bearing date the 30th day of September, 1920; and now of record in said Clerk's Office in Deed Book No. 155, at page 86.

There is further reserved from the above boundary, one (1) acre, more or less, that was conveyed by the aforesaid May M. Wolfe, widow, to Dale Turner and Thelma Turner, by deed bearing date the 6th day of April, 1942, and now of record in said Clerk's Office in Deed Book No. 216, at page 279.

All of the following described tract of real estate situate, lying and being on the waters of Indian Creek, adjoining lands now or formerly of Katie Kimble, James W. Flynn and others, in the Town of Kingwood, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 9: Beginning at a stake in the line of Katie Kimble tract 8085 feet north,  $86^{\circ} 15'$  west from the western limits of the County Road that leads to the West Virginia Northern Depot; thence with said Katie Kimble's line S.  $86^{\circ} 15'$  East 458 feet to a stake on the west side of a drain; thence N.  $10^{\circ} 40'$  W. 202 feet to a stake on the west side of said drain; thence N.  $31^{\circ} 34'$  W. 204 feet to a stake on the east side of said drain in a line of J. W. Flynn and with same S.  $43^{\circ}$  West 456 feet to the place of beginning, containing 1.96 acres, more or less, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by M. L. Massie and Virginia Massie, husband and wife, by deed dated the 20th day of September, 1955, which deed is of record in said Clerk's Office in Deed Book 322, at page 356.

All of that certain lot of land situate on said Sisler Street and at an intersection of said Street with West Beverly Street in said Town, and being the same lot conveyed to the Mountain State Utilities Corporation by the Standard Oil Company, a corporation, by deed dated September 30, 1927, and recorded in said Clerk's Office in Deed Book 172, at page 375, and being further bounded and described as follows:

TRACT NO. 10: Beginning at the intersection of West Beverly Street and Sisler Street and being the southeast corner of the lot hereby conveyed; thence running with Sisler Street in a northerly direction 126 feet to a stake; thence leaving Sisler Street and running N.  $66^{\circ}$  W. approximately 70 feet to a stone; thence S.  $40^{\circ}$  E.  $103\text{-}1/2$  feet to a stake in West Beverly Street; thence with West Beverly Street S.  $76^{\circ}$  E.  $71\text{-}1/4$  feet to the beginning, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by the Town of Kingwood by deed dated the 11th day of February, 1952, which deed is of record in said Clerk's Office in Deed Book 318, at page 124.

There is excepted and reserved from the lot hereinabove described and conveyed all minerals, easements and rights of way which may have previously been conveyed away by the predecessors in title hereto.

For the consideration aforesaid, the said Grantors further grant and convey unto the said Grantee all the rights and privileges owned and possessed by them in and to a certain street or road extending over lands formerly owned by Edward A. Heiman and being more fully described in a conveyance from the said Edward A. Heiman and wife to Charles W. Wolfe and May M. Wolfe, by deed bearing date the 30th day of September, 1920, and now of record in said Clerk's Office in Deed Book No. 155, at page 86.

There is further reserved from the above boundary, one (1) acre, more or less, that was conveyed by the aforesaid May M. Wolfe, widow, to Dale Turner and Thelma Turner, by deed bearing date the 6th day of April, 1942, and now of record in said Clerk's Office in Deed Book No. 216, at page 279.

All of the following described tract of real estate situate, lying and being on the waters of Indian Creek, adjoining lands now or formerly of Katie Kimble, James W. Flynn and others, in the Town of Kingwood, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 9: Beginning at a stake in the line of Katie Kimble tract 8085 feet north, 86° 15' west from the western limits of the County Road that leads to the West Virginia Northern Depot; thence with said Katie Kimble's line S. 86° 15' East 458 feet to a stake on the west side of a drain; thence N. 10° 40' W. 202 feet to a stake on the west side of said drain; thence N. 31° 34' W. 204 feet to a stake on the east side of said drain in a line of J. W. Flynn and with same S. 43° West 456 feet to the place of beginning, containing 1.96 acres, more or less, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by M. L. Massie and Virginia Massie, husband and wife, by deed dated the 20th day of September, 1955, which deed is of record in said Clerk's Office in Deed Book 322, at page 356.

All of that certain lot of land situate on said Sisler Street and at an intersection of said Street with West Beverly Street in said Town, and being the same lot conveyed to the Mountain State Utilities Corporation by the Standard Oil Company, a corporation, by deed dated September 30, 1927, and recorded in said Clerk's Office in Deed Book 172, at page 375, and being further bounded and described as follows:

TRACT NO. 10: Beginning at the intersection of West Beverly Street and Sisler Street and being the southeast corner of the lot hereby conveyed; thence running with Sisler Street in a northerly direction 126 feet to a stake; thence leaving Sisler Street and running N. 66° W. approximately 70 feet to a stone; thence S. 40° E. 103-1/2 feet to a stake in West Beverly Street; thence with West Beverly Street S. 76° E. 71-1/4 feet to the beginning, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by the Town of Kingwood by deed dated the 11th day of February, 1952, which deed is of record in said Clerk's Office in Deed Book 318, at page 124.

There is excepted and reserved from the lot hereinabove described and conveyed all minerals, easements and rights of way which may have previously been conveyed away by the predecessors in title hereto.

Said Grantor further conveys unto the said Grantee an easement or right of way for a single railroad track, being thirty (30) feet in width on either side of the center line of said track, together with the necessary privileges for the maintenance of said track and necessary land for cuts and fills through and over an unimproved alley to the northwest of the lot hereinabove described and conveyed, and which alley intersects Sisler Street, in said Town and lies between the two tracts of land now owned by the West Virginia Northern Railroad Company and formerly owned by M. A. Sisler and C. S. and I. E. Whetsell, and which said unimproved alley is shown on the master blue print of said Town, and which alley has never been opened for public use.

All of the following described tract of real estate situate in the Town of Kingwood, Preston County, West Virginia, fronting on Sisler Street in said Town and located near the West Virginia Northern Railroad shops, and described as follows:

TRACT NO. 11: Bounded on the East by Sisler Street and the lot formerly owned by the Standard Oil Company on the South by the county road and said lot formerly owned by said Standard Oil Company; on the West by Alonzo Feltz, and on the North by lands formerly owned by John Pacelly, now Whetsell, and containing one acre, more or less, and being the same tract of land that was conveyed to the West Virginia Northern Railroad Company by John A. Ross and Marguerite Ross, his wife, by deed dated the 21st day of March, 1955, which deed is of record in said Clerk's Office in Deed Book 318, at page 398.

TRACT NO. 12: Being that certain tract of .75 of an acre located on Sisler Street in the Town of Kingwood, Preston County, West Virginia, on which is situated a frame dwelling house, and which tract is bounded on the East by Sisler Street; on the South by lands of Alonzo Feltz; and on the North by lands of the West Virginia Northern Railroad Company, formerly J. H. Weirich and J. V. Gibson, and being the same which was conveyed to the West Virginia Northern Railroad Company by deeds recorded in said Clerk's Office in Deed Book 326, at page 178, Deed Book 326, at page 180, and Deed Book 325, at page 480.

All of the surface of the following described tract or parcel of land, situate in or near the Town of Kingwood, West Virginia, adjoining lands now or formerly owned by T. D. Craig, Guss J. Cresap and others, and bounded and described as follows:

TRACT NO. 13; Beginning at a post on the West side of Indian creek and a corner to the said W. Va. N. R. R.; thence down said creek with the line of said Railroad, S. 22° E. 172 feet to a double chestnut; thence S. 38° E. 438 feet to a post a corner to David Younger; thence with his line and a line of T. D. Craig S. 43° 35' W. 350 feet to a chestnut; thence S. 30° 34' W. 343.7 feet, to a post a corner of T. D. Craig; thence with a line of said Craig and a line of Wakefield N. 65° 30' W. 433 feet to an Oak; thence with said Wakefield S. 65° 30' W. 884 feet to a stake a corner to Gus J. Cresap; thence with the lines of said Cresap, N. 3° 35' E. 103 feet to a stake, N. 7° 45' E. 158 feet; N. 11° 28' E. 262 feet N. 19° 30' E. 219 feet to a double Black Oak; thence N. 47° 45' E. 192 feet, N. 45° 15' E. 311 feet; N. 50° 30' E. 101.6 feet; N. 58° 50' E. 38 feet; N. 78° E. 470 feet to a stake, a corner to Anna Harris; thence with said Harris line, S. 41° 30' E. 197 feet N. 58° 30' E. 70 feet, N. 26° 30' W. 65 feet; N. 74° E. 107 feet

to the beginning, and containing 26.87 acres, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Everts Coal Company, a corporation, by deed dated the 11th day of April, 1963, which deed is of record in said Clerk's Office in Deed Book 368, at page 211.

This conveyance is made subject to all the reservations and exceptions contained within the aforementioned conveyance of May 2nd, 1956, reducing the acreage to 17 acres, more or less.

There is excepted and reserved from this conveyance all the coal and other minerals underlying said land, together with the right to mine, extract and remove all such minerals by the deep mining method only, and without the Grantor or its assigns, being liable to support the surface or overlying strata of said coal, or anything now erected thereon, or hereinafter erected thereon, and without being liable for the destruction of any wells, springs or water courses thereon.

All of the following described tract of real estate situate in the corporate limits of the Town of Kingwood and Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 14: Beginning at a point in the center of the South Branch of Greens Run, in the Eastern outline of Elza Uphold's 8-35/100 acre tract, known as Tract No. 1, and the South-west corner of Elza Uphold's 1-42/100 acre tract, known as Tract No. 2, thence by the Eastern outline of said Tract No. 1, S-54-20-W 154.0 feet to a point in the Northern limits of M and K railroad right-of-way line, thence by said right-of-way line by a curve to the right 82.0 feet, the end of said curve, thence continuing by said right-of-way line S-34-30-E 201.0 feet to a point of curve to the left 652.5 feet to the end of said curve; thence N-86-30-E 327.0 feet to a point on the North side of Green's Run, just West of bridge crossing said Run; thence along road N-8-45-E 25.0 feet to the South side of a 20-foot alley; thence with said alley N-68-45-W 195.0 feet, continuing with said alley N-54-30-W 267.0 feet, thence N-35-01-W 153.0 feet to the North East corner of Guy Uphold's lot and with said lot S-54-20-W 80.00 feet to the South East corner of said Lot, thence N-35-01-W 50.0 feet to the South East corner of Tract No. 2 of Elza Uphold, thence by the Southern outline of said tract, N-58-30-W 404.0 feet to the place of beginning, containing 6-29/100 acres, more or less, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by James Jenkins, Jr., and Nellie Y. Jenkins, his wife, by deed dated the 21st day of March, 1955, which deed is of record in said Clerk's Office in Deed Book 318, at page 402.

All of the following described tract of real estate situate in Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 15: Being that certain tract of land containing 2,000 square feet, more or less, being the same tract of land that was conveyed to the West Virginia Northern Railroad Company by Charles V. Wehner and Geraldine P. Wehner, his wife, by deed dated the 14th day of June, 1963, which deed is of record in said Clerk's Office in Deed Book 369, at page 114.

All of the following described tracts or parcels of land, the first two hereinafter described being situate in Valley District, Preston County, West Virginia, and the third being situate in Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 16: FIRST: That certain tract containing 40 acres, more or less, situate on the waters of Middle Branch of Three Fork Creek, in Valley District, adjoining lands now or formerly of Emmet Fortney, Hezekiah Saffer, J. L. McKenzie, Vester B. Dunn, and others, and being the same tract of land, a one-fourth (1/4) undivided interest in which was conveyed to the Grantor, William H. Stone, by Wilbert Pyles, widower, by deed dated November 13, 1917, and of record in said Clerk's Office in Deed Book 147, page 250, a one half (1/2) undivided interest in which was conveyed to the said William H. Stone as W. H. Stone by Charles Cassidy, by deed dated September 15, 1917, and of record in said Clerk's Office in Deed Book 146, at page 482, and a one fourth (1/4) undivided interest in which was conveyed to the said William H. Stone by Josephine Martin and husband by deed dated May 14, 1923, and of record in said Clerk's Office in Deed Book 163, at page 16.

SECOND: That certain tract of land situate also on the waters of Middle Branch of Three Fork Creek, in said Valley District, and bounded as follows:

Beginning at a rock in a swamp, running thence S. 60 1/4° W. 32 poles to a stone; thence N. 20° W. 50 poles in a stone; thence running East parallel with Martin's and Fortney's line 32 poles to a stone; thence E. 50 poles to the line of a 48 acre tract of John V. Fortney, and containing 10 acres, more or less, and being the same tract of land conveyed to the said William H. Stone as W. H. Stone by Vester B. Dunn and wife by deed dated August 10, 1918, and of record in said County Clerk's Office in Deed Book 151, at page 272.

THIRD: That certain tract of land situate in Kingwood District, Preston County, West Virginia, bounded and described as follows:

Beginning at a pine, corner of Burke, with same East (V. 3° 31') 77.00 poles to a stone pile and pointer, corner Burke; thence N. (V. 4° 48') 51 poles to pointers, corner John V. Fortney's Heirs, to Burke's line; thence with Fortney's Heirs S. 62° 23' W. 97.7 poles to stake with pine pointers, corner Pugh tract; thence with three lines of same, S. 7° 45' W. 5.46 poles to stake; thence S. 33° 30' W. 30 poles to a stake; thence S. 12° W. 6.8 poles to a stone on North-West Bank of Middle Branch; thence S. 10° 30' E. 9 poles to a stake on South-East side of creek (birch gone) corner Cornelius Martin; thence with same S. (V. 4° 30') 45.7 poles to a point in creek in Phillip Knisell's line; thence with same East (V. 4°) 21 poles to a stake in Burke's line; thence with same, N. (V. 3° 30') 81.9 poles to the beginning, containing 24 acres, more or less, and being the same tract of land conveyed to the said William H. Stone as W. H. Stone by Thomas N. Tanner and wife by deed dated April 24, 1919, and of record in said Clerk's Office in Deed Book 151, page 271.

There is excepted and reserved from this, conveyance of all of the coal and mining rights therewith, which may have been conveyed away by the predecessors in title hereto, and being

conveyed herewith such coal and mining rights and other minerals which may be owned by the Grantors.

The above described Tract No. 16 being the same that was conveyed to the West Virginia Northern Railroad Company by William H. Stone and Flossie Claris Stone, his wife, by deed dated the 24th day of September, 1958, which deed is of record in said Clerk's Office in Deed Book 340, at page 378.

All of the following described oil and gas situate in Valley District, Preston County, West Virginia, bounded and described as follows:

TRACT NO. 17: Being an undivided one-half (1/2) interest in the oil and gas, which one-half (1/2) undivided interest was reserved under the Hoy Brown tracts described as the Second Parcel in a deed dated the 9th day of November, 1965, between the West Virginia Northern Railroad Company, the Grantor, and Kingwood Cattle Company, the Grantee, which deed is of record in said Clerk's Office in Deed Book 384, at page 288.

All of the following described tract or parcel of real estate situate in Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 18: Being all of those certain two (2) ten foot strips of land lying adjacent to a present existing right of way conveyed by J. Walter Myers to Stanley Coal Company, by deed dated March 3, 1941, and of record in said Clerk's Office in Deed Book 211, at page 23, later conveyed by Stanley Coal Company to Kray Coal Company, Inc., said two (2) 10 foot strips of land being described and conveyed in a conveyance to Kray Coal Co., by J. Walter Myers dated May 1, 1937, and of record in said County Clerk's Office in Deed Book 336, page 517, it being the intention of this conveyance to vest and convey in the Grantee the entire ownership of the Grantor in and to said ten foot strips of land described in said last mentioned deed, to which reference is made for a more complete description thereof, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Kray Coal Company by deed dated the 25th day of August, 1961, which deed is of record in said Clerk's Office in Deed Book 359, at page 177.

This conveyance is subject to the conditions in said deed contained as to fences, grade crossings and an underpass, insofar as the same may now still be in effect, the Grantee herein being now the owner of said land over which said ten foot strips adjacent to the previously conveyed right of way is located.

TRACT NO. 19: All of the right, title and interest of the West Virginia Northern Railroad Company in and to all trackage of the West Virginia Northern Railroad Company running through the premises previously owned by Victory Coal Company having a width of 50 feet on either side of said centerline of said trackage through said premises, together with such additional land for cuts, slopes and fills as are needful and necessary for the construction, operation, and maintenance of said tracks and for necessary grading, draining, preparing, laying or relaying the same at the location where said tracts now exist over and through said land.

The Grantee agrees that the Grantor's predecessors in title have built an outlet from their property to the new West Virginia Route 26 near an overhead concrete bridge on said highway which passes over the railroad tracks at a mutually agreeable location.

The above described Tract No. 19 being the same track and right of way that were conveyed to the West Virginia Northern Railroad Company by J. J. Zuchowski and Verna V. Zuchowski, his wife, by deed dated the 16th day of September, 1960, which deed is of record in said Clerk's Office in Deed Book 376, at page 227.

All of the following described tract or parcel of real estate situate in the Town of Kingwood, Preston County, West Virginia, more particularly described and identified as follows:

TRACT NO. 20: Being that certain lot situate in the junction formed by Tunnelton Street of said Town of Kingwood and the West Virginia Northern Railroad Company's railroad, and being the lot on which the building now occupied and used by the said West Virginia Northern Railroad Company, a corporation, as a station and office, is located, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Fidelity-Philadelphia Trust Company, a corporation, and John P. Macklin, surviving Trustees under the Last Will and Testament of John H. Weaver, deceased, by deed dated the 23rd day of March, 1944, which deed is of record in said Clerk's Office in Deed Book 230, at page 518.

TRACT NO. 21: Fronting on Sisler Street of said Town, and near the West Virginia Northern Railroad Shops in said Town, and described as follows:

Bounded on the east by Sisler Street and the lot formerly owned by the Standard Oil Company, on the south by County road and said lot formerly owned by said Oil Company, on the west by lots or lands formerly owned by Alonzo Feltz, and on the north by lots formerly owned by Johnny Pacelly, now Whetsell, and containing one (1) acre, more or less, and being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Bessie Sisler Kemple Hoover and A. C. Hoover, her husband, by deed dated the 1st day of October, 1945, which deed is of record in said Clerk's Office in Deed Book 236, at page 408.

TRACT NO. 22: Being 1-1/2 acres fee, delinquent in name of U. N. Orr heirs, near West Virginia Northern Shops . . . Certification No. 328 in suit of State v. J. Y. McDonald, et al., and being the same real estate that was conveyed to the West Virginia Northern Railroad Co., by Cramer W. Gibson, Deputy Commissioner of Forfeited and Delinquent Lands for Preston County, West Virginia, by deed dated the 11th day of May, 1949, which deed is of record in said Clerk's Office in Deed Book 270, at page 77.

All of the following described tract or parcel of real estate situate in Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 23: Beginning at a point in the Zugar right of way and running with the West Virginia Northern right of way N. 75° W. 201 feet; thence N. 74° W. 184.6 feet to a point; thence S. 82°

00' E. 379.65 feet to a point in said Zugar right of way; thence with Zugar right of way S. 4° W. 52 feet, containing .23 acre, more or less, and being the same tract of land conveyed to W. Va. Northern Railroad Co., by James Jenkins, Sr., widower, by deed dated the 7th day of August, 1951, which deed is of record in said Clerk's Office in Deed Book 318, at page 120.

There is excepted and reserved from the operation of this deed all of the minerals, together with the mining rights therewith, which have been conveyed away by the predecessors in title hereto.

TRACT NO. 24: FIRST: Beginning in the boundary, south side of West Virginia State Route No. 26, in the line between what is now or was formerly the Lynch land and J. W. Myers land; thence in a southerly direction with said Lynch and Myers line 60 feet; thence in a westerly direction a distance of 190 feet to the boundary of said State Route No. 26; thence in an easterly direction with said boundary of State Route No. 26 to the place of beginning.

SECOND: Beginning at the southeast corner of the above described tract of land; thence running south to the northern boundary of the West Virginia Northern Railroad, a strip being 15 feet in width, the content of which is estimated to be about one-fourth (1/4) of an acre.

Coal, oil and gas excepted, together with mining rights.

The above described Tract No. 24 being the same real estate that was conveyed to the W. Va. Northern Railroad Co., by Kingwood Ross Coal Company, Inc., a corporation, by deed dated the 7th day of August, 1951, which deed is of record in said Clerk's Office in Deed Book 318, at page 122.

All of the following described tract or parcel of real estate situate in the Town of Kingwood, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 25: Beginning at an iron pipe in the west limits of Sisler Street and running thence S. 4° 05' W. 152.4 feet to an iron pin in the western limits of Sisler Street; thence leaving the western limits of Sisler Street and running thence S. 81° 08' W. 128.0 feet to a stake near a white oak, and running thence N. 0° 27' E. 209.2 feet to an iron pipe; and thence S. 74° 12' E. 140.5 feet to the place of beginning, estimated to contain 1/4 acre.

Minerals and mining rights reserved as heretofore conveyed away.

The above described Tract No. 25 being the same real estate that was conveyed to the W. Va. Northern Railroad Co., by C. S. Whetsell and Ruby Whetsell, his wife, and I. H. Whetsell, single, by deed dated the 11th day of February, 1948, which deed is of record in said Clerk's Office in Deed Book 318, at page 128.

All of the following described tract or parcel of real estate situate in Kingwood District, Preston County, West Virginia, more particularly bounded and described as follows:

TRACT NO. 26: Beginning at a point of intersection between Borgman tract of land and West Virginia State Route No. 59, formerly Route No. 26; thence running with said Borgman tract South 3° 39' W. (var. 0° 30') 411.5 feet to a point near the track of Grantee; thence following in the same general direction as and with said track North 70° 45' W. 141 feet to a point; North 87° 55' W. 128 feet to a point; South 71° 35' W. 340 feet to a point; South 88° 45' W. 138 feet to a point in line of Britton land and right of way belonging to the Grantee herein; thence N. 2° 38' E. (var. 0° 30') 63.1 feet to a point between two side tracks of said Grantee and near a dipple known as the Gilbert dipple; thence N. 78° 03' E. 178.5 feet to a point also lying between said two side tracks; thence N. 0° 50' E. 138.1 feet to a point near said West Virginia State Route No. 59; thence along and with said Route N. 77° 08' E. 105 feet to a point, N. 65° 47' E. 132 feet to a point; N. 55° 07' E. 259 feet; thence 33° 00' E. 138.4 feet to the place of beginning, containing 3.9 acres, more or less, and being the same real estate that was conveyed to the Grantor herein by James Jenkins, Jr., et al., by deed dated the 9th day of May, 1957, which deed is of record in said Clerk's Office in Deed Book 334, at page 404.

There is further excepted and reserved all of the oil and gas situate on and under the tract of land herein described and conveyed, which oil and gas have previously been reserved and excepted by the predecessors in title hereto.

TRACT NO. 27: FIRST: Beginning at a hub at intersection of the rights of way of the West Virginia Northern Railroad and the State Road; thence with the said right of way of the said road N. 64° 32' E. 50.0 feet to a point 16 feet from the right of way of said railroad; thence leaving said road right of way by a curve to the right, with a chord of 170 feet and a bearing of N. 88° 00' E. to a hub 16 feet from the right of way of said railroad; thence with a line parallel to and 16 feet from said railroad right of way, S. 82° 34' E. 367.0 feet to a point; thence N. 86° 06' E. 20.0 feet to a point 20.0 feet from the right of way of said railroad; thence S. 2° 40' E. 20.3 feet to a point on said railroad right of way; thence with said right of way N. 82° 34' W. 379.85 feet to a point; thence with a curve to the left with chord of 213.5 feet to the place of beginning, containing 0.204 acres, more or less.

SECOND: Beginning at the southeast corner of land now or formerly owned by J. W. Myers, where it joins the present railroad switch right-of-way line of the parcel hereby conveyed, and running with said railroad switch right of way line 120 feet in a westerly direction; thence with the line of land now or formerly owned by said J. W. Myers, to corner of land now or formerly owned by Zugar or Jenkins; thence with line of said last named tract in an easterly direction 120 feet to a corner; thence in a southerly direction to the place of beginning, containing one-half acre, more or less.

The above described Tract No. 27 being the same real estate that was conveyed to the West Virginia Northern Railroad Company by Eleanor M. Gilbert, widow, et al., by deed dated the 26th day of August, 1957, which deed is of record in said Clerk's Office in Deed Book 334, at page 613.

This deed is made subject to all of the restrictions, reservations and exceptions set forth in the aforesaid deed of August 26, 1957.

TRACT NO. 28: Being one steel coal tippie and contents, truck scales, railroad siding, building and appurtenances situate along State Route 92 on the West Virginia Northern Railroad line about four miles north of Newburg, West Virginia, which said tippie, scales, siding, buildings and appurtenances were acquired by the West Virginia Northern Railroad Company from John W. Markwood and Frank B. Everhart pursuant to an agreement dated April 9, 1970, which agreement is of record in said Clerk's Office in Deed Book 427, at page 244, and which said equipment was further conveyed by a bill of sale dated the 28th day of June, 1974, executed by John W. Markwood and Frank B. Everhart wherein said property was described as "Brook 12 Tippie".

TRACT NO. 29: Being the entire line of railroad belonging to the West Virginia Northern Railroad Company, which was formerly known as the Tunnelton, Kingwood and Fairchance Railway Company, a successor in title to the Kingwood Railway Company, which said entire line of railroad is situate and being in Preston County, West Virginia, between the Towns of Tunnelton and Kingwood, together with all of the appurtenances thereto, including roadway, rights of way, tracks, rails, ties, road beds, trestles, side tracks, switches, bridge culverts, stations, depots, warehouses, water tanks, machine shop tools and implements of all kinds, engine houses, depot grounds, fences, office, and all other buildings and structures, and being all of the property of every kind whatsoever, real, personal and mixed, which presently belong to the West Virginia Northern Railroad Company. Most of the entire line of railroad between the Towns of Tunnelton and Kingwood was initially acquired by the Kingwood Railway Company and conveyed to the Tunnelton, Kingwood and Fairchance Railway Company by Francis M. Durbin, Trustee, by deed dated the 5th day of May, 1888, which deed is of record in said Clerk's Office in Deed Book 67, at page 149.

The Kingwood Railway Company acquired rights of way for said line by right-of-way agreements and deeds for the land upon which the right of way was located, which said agreements and deeds are of record in the following Deed Books at the following pages: Deed Book 57, at pages 54, 55, 56, 58, 59, 61, 62, 63, 65, 70, 71, 72, 74, 349, 432, 435, and 445; Deed Book 58, at pages 178, 182, 244 and 350; Deed Book 59, at page 154; Deed Book 62, at page 144; and Deed Book 62, at page 231.

Thereafter, the Tunnelton, Kingwood and Fairchance Railroad Company changed its name to the West Virginia Northern Railroad Company with the approval of the Secretary of State of the State of West Virginia as will appear in said Clerk's Office in Record of Incorporations Book 3, at pages 304 and 305.

The Kingwood, Tunnelton and Fairchance Railway Company, in addition to acquiring the above described right of way and real estate of the Kingwood Railway Company by the aforesaid deed recorded in said Clerk's Office in Deed Book 67, at page 149, also acquired certain rights of way and land upon which rights of way or railroad property are located, while operating under the name of Tunnelton, Kingwood and Fairchance Railroad Company by deeds recorded in the following Deed Books at the following pages: Deed Book 62, at page 447; Deed Book 84, at pages 425 and 426; and Deed Book 86, at page 530.

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By Deed dated the 5th day of February, 1900, Catherine Gocke granted a lot to the West Virginia Northern Railway Co., which Deed is recorded in said Clerk's Office in Deed Book 89, at page 334, in exchange for the 1/2 acre property which had been reconveyed to her by the deed recorded in said Clerk's Office in Deed Book 57, at page 445, which name of the Grantee in said deed was a misnomer, and it was obviously intended to mean West Virginia Northern Railroad Company.

The West Virginia Northern Railroad Company also acquired certain rights of way, leases or parcels of land upon which railways were located and other tracts of real estate which became a part of its entire line of railroad between Tunnelton and Kingwood, which deeds are recorded in the following Deed Books at the following pages: Deed Book 107, at page 326; Deed Book 155, at page 547; Deed Book 160, at page 443; Deed Book 175, at page 43; Deed Book 181, at page 176; Deed Book 234, at page 275; Deed Book 261, at page 184; Deed Book 318, at page 400; Deed Book 322, at page 86; Deed Book 322, at page 88; Deed Book 326, at page 25; Deed Book 327, at page 332; Deed Book 333, at page 420; Deed Book 335, at page 360; Deed Book 160, at page 466; and Deed Book 181, at page 227.

Reference is herein made to all of the above mentioned deeds for a more particular description of the entire line of the railroad herein conveyed as Tract No. 29.

There is excepted and reserved from this conveyance of 29 tracts all exceptions, reservations, adverse conveyances and reversionary interests that have been made by the Grantor or its predecessor in title which are of record in said Clerk's Office.

This conveyance is made under covenants of GENERAL WARRANTY as to Tracts Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 19, 21, 23, 24, 26 and 27 and under covenants of SPECIAL WARRANTY as to Tracts Nos. 1, 2, 15, 18, 20, 22, 25, 28, and 29.

(1) That certain Lease dated the 4th day of March, 1980, by and between the West Virginia Northern Railroad Company, the Lessor, and Patriot Coal Company, the Lessee.

(2) That certain Lease and Agreement dated that 1st day of June, 1979, by and between the West Virginia Northern Railroad Company, the Lessor, and Lewis Coal & Coke Company, the Lessee.

The above described real estate was conveyed to the Grantor by West Virginia Northern Railroad, Inc. by deed dated the 1st day of June, 1981, of record in said Clerk's Office. The above described personal property was conveyed to the Grantor herein by the West Virginia Northern Railroad, Inc. by said deed. The above described leases were assigned to the Grantor herein by said deed, West Virginia Northern Railroad, Inc.

SCHEDULE-IMPROVEMENTS

Side track and runaround (approximately 1,000 feet) and three turnouts on railroad line servicing cleaning plant of Mary Ruth Corporation. Upgrading of railroad line (85 ton rating) to 110 ton rating.

SCHEDULE - PERSONAL PROPERTY

Locomotive #50, Serial No. 4229  
Locomotive #51, Serial No. 4230  
Locomotive #52 and diesel engine  
Office furniture and fixtures  
Communications system  
Xerox copier  
IBM typewriter  
Roadway machines  
Small tools  
Ford truck  
Hydraulic crane  
Cement mixer  
Snow plow  
1963 GMC truck  
Crane  
Steam jenny  
International tractor  
1967 International truck  
1971 Chevy truck  
Trailer and backhoe  
1968 GMC dump truck

Wood splitter and all machinery, equipment, tangible personal property track material located and owned by the West Virginia Northern Railroad, Inc., together with its rights of way and extensions from a point near Howesville, Preston County, West Virginia, and proceeding to a point in the westerly direction to Hopewell Church in Preston County, West Virginia, a distance of 6.8 miles. which personal property track material is located upon property leased by Kray Coal Company to the West Virginia Northern Railroad Company by lease dated March 27, 1957, which lease is of record in said Clerk's Office in Deed Book 333, at page 420, and which track material and right of way upon which it is located is also described in an agreement dated July 16, 1957, between the Baltimore and Ohio Railroad Company and the West Virginia Northern Railroad Company, which agreement is recorded in said Clerk's Office in Deed Book 334, at page 189.

SCHEDULE-PERSONAL PROPERTY TO BE ACQUIRED

Equipment and materials, if any, incidental to the construction and operation of the improvements referred to on "Schedule-Improvements".