HUNTON & WILLIAMS
2000 PENNSYLVANIA AVENUE, N.W.
P.O. BOX 19230
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707 EAST MAIN STREET P.O. BOX 1535
RICHMOND, VIRGINIA 23212
TELEPHONE 804-788-8200
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FIRST VIRGINIA BANK TOWER
P.O. BOX 3889
NORFOLK, VIRGINIA 23514
TELEPHONE 804-625-5501
TELEX 755628

4011 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
TELEPHONE 703-352-2200

299 PARK AVENUE
NEW YORK, NEW YORK 10171
TELEPHONE 212-980-8200
TELEX 754708

B B & T BUILDING P.O. BOX 109
RALEIGH, NORTH CAROLINA 27602
TELEPHONE 919-828-9371

FIRST TENNESSEE BANK BUILDING
P.O. BOX 951
KNOXVILLE, TENNESSEE 37901
TELEPHONE 615-637-4311

RECORDATION NO. 8302-C FILED 1025

MAR 28 1985 -2 20 PM

INTERSTATE COMMERCE COMMISSION

March 28, 1985

FILE NO.

DIRECT DIAL NO. 202 955-

James H. Bayne
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Room 2215
Washington, D.C. 20423

Dear Mr. Bayne:

I have enclosed an original and two copies of the document described below to be recorded pursuant to section 11303 of Title 49 of the U.S.C. This document is an Equipment Leases Assignment, a secondary document, dated as of October 1, 1984. The primary document to which this is connected is recorded under Recordation No. 8302.

We request that this assignment be cross-indexed. The names and addresses of the parties to the document are as follows:

Assignor: Leslie Coal Mining Co.
P.O. Box 1551
Raleigh, NC 27602

Assignee: Sidney Coal Co., Inc.
P.O. Box 299
Sidney, Kentucky 41564

A check covering the filing fee of $10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to James F. Bowe, Jr., Esq., Hunton & Williams, 2000 Pennsylvania Avenue., N.W., P.O. Box 19230, Washington, D.C. 20036.

A short summary of the document to appear in the index follows:

Anthony R. Grasso

Assignment between Leslie Coal Mining Co., a Delaware corporation, P.O. Box 1551, Raleigh, North Carolina 27602 and Sidney Coal Co., a Kentucky corporation, P.O. Box 299, Sidney, Kentucky 41564, dated as of October 1, 1984, connected to and covering the equipment identified in Lease Agreement No. 2, Recordation No. 8302.

Thank you for your attention in this matter.

Sincerely,

James F. Bowe, Jr.

James F. Bowe, Jr.

Counsel for
Sidney Coal Co., Inc.

JFB/kag
Enclosures

cc: Michael P. Drzal, Esq.

RECORDATION NO. 8302-C Filed 1425

MAR 28 1985 -2 20 PM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASES ASSIGNMENT

THIS EQUIPMENT LEASES ASSIGNMENT, made as of the 1st day of October, 1984, by and between LESLIE COAL MINING COMPANY, a Delaware corporation ("Assignor"), and SIDNEY COAL COMPANY, INC., a Kentucky corporation ("Assignee").

W I T N E S S E T H:

Recitals. Assignor is a party to the Equipment Leases (copies of which have been delivered to Assignee) as defined in Paragraph 3 of the Recitals to the Purchase Agreement between Assignor, McInnes Coal Mining Company, a Delaware corporation, Carolina Power & Light Company, a North Carolina corporation, and Assignee dated as of October 1, 1984 (the "Purchase Agreement"), and listed in Section 6.2 of the Disclosure Schedule referred to therein. Pursuant to Article I(e) of the Purchase Agreement, Assignor wishes to assign the Equipment Leases, and Assignor's entire interests in the Leased Assets (including without limitation the Preparation Plant), leased pursuant to the Equipment Leases, to Assignee and Assignee wishes to accept such assignment, on the terms and conditions set forth herein. Terms defined in the Purchase Agreement shall have the same meanings herein, except as otherwise expressly provided herein or as the context hereof otherwise requires.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, upon the terms and conditions herein set forth, the Equipment Leases, and Assignor's entire interests in the Leased Assets (including without limitation the Preparation Plant) leased pursuant to the Equipment Leases.

Section 2. Assignee hereby accepts the foregoing assignment and transfer of the Equipment Leases upon the terms and conditions herein contained.

Section 3. Assignee hereby expressly and unconditionally assumes and agrees to observe, keep, carry out and perform the obligations of Assignor under the Equipment Leases and under each of the Operative Documents (as such term is defined in Section 25 of the Equipment Leases) to which Assignor is a party or by which the Assignor is bound arising from actions occurring after the date hereof, on the terms and conditions set forth in the Purchase Agreement.

Section 4. This Assignment and Assumption shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5. This Assignment and Assumption shall be executed, performed and interpreted in accordance with the substantive laws of Kentucky.

Section 6. Any notice or other communication under or in connection with this Assignment and Assumption shall be in writing and, if to Assignor, shall be addressed to

Leslie Coal Mining Company
P. O. Box 1551
Raleigh, North Carolina 27602
Attention: Mr. James M. Davis, Jr.

; and shall be effective when delivered to that address; and, if to Assignee, shall be addressed to

Sidney Coal Company, Inc.
P. O. Box 299
Sidney, Kentucky 41564
Attention: President

(with copy to Hunton & Williams, P. O. Box 1535, Richmond, Virginia 23212, Attention: William A. Pusey, Esquire)

; and shall be effective when delivered to that address; or, in the case of notices or communications to either party, to such other address as it shall have designated by written notice to the other.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment and Assumption to be signed by its officer thereunto duly authorized all as of the day and year first above written.

LESLIE COAL MINING COMPANY,
Assignor

By _____
~~Vice~~ President

SIDNEY COAL COMPANY, INC.
Assignee

By _____
Secretary

United States of America : SS

Distict of Columbia : SS

I, Valerie J. Hall, a notary public in and for the District of Columbia, do hereby certify that, having compared the attached copy of the Equipment Leases Assignment by and between Leslie Coal Mining Co., P.O. Box 1551, Raleigh, North Carolina 27602 and Sidney Coal Co., Inc., P.O. Box 299, Sidney, Kentucky 41564 dated as of October 1, 1984 with the original of that Assignment, I have found the copy to be complete and identical in all respects to the original document.

Given under my hand and seal this 28th day of March, 1985.

Valerie J. Hall

Valerie J. Hall

My Commission expires: 12/14/87

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Marsha H. Manning, do hereby certify that James M. Davis, Jr. personally came before me this day and acknowledged that he is President of Leslie Coal Mining Company and acknowledged, on behalf of Leslie Coal Mining Company, the due execution of the attached Equipment Leases Assignment, made as of October 1, 1984.

James M. Davis, Jr.

Witness my hand and official seal, this 19th day of March, 1985.

Marsha H. Manning
Notary Public

My commission expires: 6/29/87

MARSHA H. MANNING
NOTARY PUBLIC
WAKE COUNTY, N.C.