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KIRKLAND & ELLIS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

16941

655 Fifteenth Street, N W
Washington, DC 20005

RECORDATION NO _____ FILED 1425

To Call Writer Direct
202 879-5065

202 879-5000

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Facsimile
202 879-5200

INTERSTATE COMMERCE COMMISSION

July 24, 1990

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Room 2310
Washington, D.C. 20423

JUL 24 3 39 11 PM
NOTION OPERATING

Dear Mr. Strickland:

On behalf of The First National Bank of Chicago, individually and as agent for other lenders, and pursuant to 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, I submit for filing the two enclosed executed counterparts of a primary document, not previously recorded, entitled Pledge and Security Agreement, dated as of July 20, 1990.

The parties to the said enclosed documents to be filed are:

- Borrower - Zeigler Coal Company
331 Salem Place
Fairview Heights, Illinois 62208
- Lender - The First National Bank of Chicago
One First National Plaza, Suite 0363
Chicago, Illinois 60670,
individually and as agent for other lenders

The said documents relate to a loan not to exceed a principal amount of \$175,000,000, and the security interest granted in certain property to secure the said loan.

The property covered includes rolling stock consisting of seventy-seven (77) open top gondola cars ZCCX 101 through 177, both inclusive, and all hereafter acquired rolling stock.

Alison Everts
[Signature]

KIRKLAND & ELLIS

Mr. Sidney L. Strickland, Jr
July 24, 1990
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A short summary of the documents to appear in the Index is as follows:

Loan between the First National Bank of Chicago, One First National Plaza, Suite 0363, Chicago, Illinois and Zeigler Coal Company, 331 Salem Place, Fairview Heights, Illinois, dated as of July 20, 1990, and covering 77 gondolas ZCCX 101-177 and all hereafter acquired rolling stock.

Enclosed is our firm check in the amount of fifteen dollars (\$15) in payment of the filing fee.

Once this filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, a letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Katherine C. Zeitlin
Attorney for The First
National Bank of Chicago for
the purpose of this filing

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/24/90

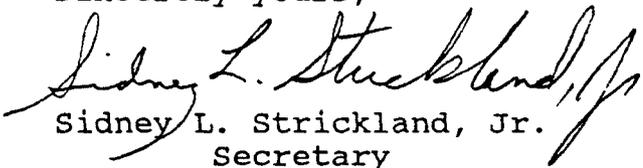
OFFICE OF THE SECRETARY

Katherine C. Zeitlin
Kirkland & Ellis
655 15th St N.W.
Washington, D.C. 20005

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 7/24/90 at 3:45pm, and assigned recordation number(s). 14568-G & 16941

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

PLEDGE AND SECURITY AGREEMENT
Dated as of July 20, 1990

JUL 24 1990 -3 45 PM
INTERSTATE COMMERCE COMMISSION

THIS PLEDGE AND SECURITY AGREEMENT, dated as of July 20, 1990 (as it may be amended, supplemented or otherwise modified from time to time, this "Security Agreement"), between Zeigler Coal Company, an Illinois corporation (the "Company"), and The First National Bank of Chicago, as agent (the "Agent") for each of the lenders party to the Credit Agreement described below (the "Lenders", which term as used herein includes The First National Bank of Chicago, as letter of credit issuer under the Credit Agreement).

W I T N E S S E T H

WHEREAS, the Company is a wholly-owned subsidiary of Zeigler Coal Holding Company, a Delaware corporation (the "Borrower");

WHEREAS, the Borrower is entering into that certain Credit Agreement, dated as of July 20, 1990 (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Subsidiary Borrowers, the Lenders, the Agent and Morgan Guaranty Trust Company of New York, as co-agent for the Lenders;

WHEREAS, unless otherwise defined herein or unless the context otherwise requires, capitalized terms used in this Security Agreement which are defined in the Credit Agreement shall have the same meanings when used herein as therein;

WHEREAS, it is a condition precedent to the Lenders' entering into the Credit Agreement that the Company execute and deliver a guaranty (the "Subsidiary Guaranty");

WHEREAS, it is a further condition precedent to the Lenders' and the Agent entering into the Credit Agreement that the Company execute and deliver this Security Agreement to the Agent as security for the Obligations; and

WHEREAS, the use made by the Credit Parties of Credit Extensions made by the Lenders to the Credit Parties from time to time pursuant to the terms and conditions of the Credit Agreement shall inure to the direct and indirect benefit of the Company;

NOW THEREFORE, in order to induce the Agent and the Lenders to enter into the Credit Agreement and perform their respective obligations thereunder, and, in consideration thereof, the parties hereto agree as follows:

Handwritten signature

1. DEFINITIONS.

As used in this Security Agreement:

"Accounts" means rights to payment for goods sold or leased by the Company or for services rendered by the Company, whether or not earned by performance (including, without limitation, all rights to payment under coal sales contracts), together with all security interests or other security held by or granted to the Company to secure such rights to payment.

"Agent" means The First National Bank of Chicago in its capacity as Agent for the Lenders hereunder and not in its individual capacity.

"Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods.

"Collateral" means all personal property and Fixtures, wherever located, in which the Company now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof (including without limitation, all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Pledged Deposits, Stock Rights, cash, bank accounts, special collateral accounts, and all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related to any of the foregoing).

"Default" means an event described in Section 5.

"Documents" means all documents of title and goods evidenced thereby, including without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" means all equipment, machinery, furniture and goods used or usable by the Company in its business and all other tangible personal property (other than Inventory), including, without limitation, the equipment described in Schedule I hereto, and all accessions and additions thereto, including, without limitation, all draglines, shovels, shearers, conveyors, shields, roof supports, continuous miners and Fixtures.

"Fixtures" means all goods of the Company which have been attached to real property in such a manner that their removal would cause damage to the realty and which have therefore taken on the character of real property, including, without limitation, all trade fixtures.

"General Intangibles" means all intangible personal property including, without limitation, all contract rights, rights to receive payments of money, choses in action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses,

franchises, leasehold interests in real or personal property, rights to receive rentals of real or personal property, and guarantee claims.

"Instruments" means all negotiable instruments (as defined in §3-104 of the Uniform Commercial Code as in effect from time to time in Illinois), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants in which the Company now has or hereafter acquires any rights.

"Inventory" means all inventory, raw materials, work in process, finished goods, returned or repossessed goods, goods held for sale or lease or furnished or to be furnished under contracts of service and goods released to the Company or to third parties under trust receipts or similar documents.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in, of or on the Collateral or any portion thereof.

"Obligations" means (i) those Obligations, as defined in the Credit Agreement, with respect to which the Company is the relevant Credit Party, and (ii) any and all existing and future Guaranteed Obligations under and as defined in the Subsidiary Guaranty, together with any and all fees, costs and expenses incurred by the Agent or the Lenders (including, without limitation, attorneys' fees, which attorneys may be employees of the Agent or of any Lender) in connection with the collection or enforcement of (x) the Subsidiary Guaranty or, (y) in accordance with Section 8.11 hereof, this Security Agreement.

"Pledged Deposits" means all deposit accounts maintained by the Company and all time deposits of money, whether or not evidenced by certificates, and all rights to receive interest on said deposit accounts and deposits.

"Potential Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"Receivables" means the Accounts, Chattel Paper, Documents, General Intangibles, Instruments and Pledged Deposits.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security Agreement" means this Pledge and Security Agreement, as it may be amended from time to time.

"Stock Rights" means any stock, any dividend or other distribution and any other right or property which the Company shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any shares of stock constituting Collateral and any stock, any certificates representing stock, any right to receive stock and any right to receive earnings, in which the Company now has or hereafter acquires any right, issued by an issuer of such stock.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

2. GRANT OF SECURITY INTEREST.

The Company hereby pledges, and grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in the Collateral to secure payment of the Obligations.

3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted and where failure to have or maintain such authority could have a material adverse impact on its business or operations.

3.2. Authorization, Validity and Enforceability. The execution and delivery by the Company of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Company and creates a first priority security interest which is enforceable against the Company in all now owned and, subject to the receipt by the Agent of Collateral which must be in the possession of the Agent to perfect, hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Company of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Company or the Company's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Company is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien (other than the security interest granted in favor of the Agent hereunder) pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. The Company's mailing address, and the location of its chief executive office and the books and records relating to the Receivables is disclosed in Exhibit "A" hereto; the Company has no other places of business except those set forth in Exhibit "A" hereto.

3.5. Property Locations. The Inventory and Equipment and Fixtures are located solely at the locations described in Exhibit "A" hereto. None of said locations are leased by the Company as lessee except those designated in Part B of Exhibit "A" hereto.

3.6. No Other Names. The Company has not conducted business under any name except the name in which it has executed this Security Agreement.

3.7. No Default. No Default or Potential Default exists.

3.8. Receivables. The names of the obligors, amounts owing, due dates and other information with respect to the Receivables are and will be correctly stated in all records of the Company relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Company from time to time.

3.9. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Exhibit "B" hereto. None of the Collateral is of a type where security interests or liens may be filed under any federal statute except for patents, registered trademarks and registered copyrights held by the Company and described in Exhibit "B" hereto, and railroad rolling stock (railcars) described in Exhibit "B" hereto. The legal description and street address of the property on which any Fixtures are located is set forth in Exhibit "C" hereto together with the name and address of the record owner of each such property.

3.10. No Financing Statements. Except as set forth on Schedule II hereto, no financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Company as debtor has been filed in any jurisdiction except financing statements naming the Agent and the Lenders collectively as secured parties.

4. COVENANTS.

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. The Company will permit the Lenders, by their representatives and agents, to inspect the Collateral, to examine and make copies of the records of the Company relating thereto, and to discuss the Collateral, and the records of the Company with respect thereto with, and to be advised as to the

same by, the Company's officers and employees and, in the case of any Receivable with any person or entity which is or may be obligated thereon, in each case at such reasonable times and intervals as the Required Lenders may determine, all at the Company's expense.

4.1.2. Taxes. The Company will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3. Records and Reports. The Company will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request.

4.1.4. Notice of Default. The Company will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Potential Default and of any other development, financial or otherwise, which might materially adversely affect the Collateral, or the ability of the Company to pay the Obligations.

4.1.5. Financing Statements and Other Actions. The Company will execute and deliver or will cause to be executed and delivered to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain a first prior and perfected security interest in the Collateral.

4.1.6. Disposition of Collateral. The Company will not sell, lease or otherwise dispose of the Collateral except, (i) prior to the occurrence of a Default, sales of Inventory in the ordinary course of business, (ii) prior to receipt of a notice from the Agent pursuant to Section 7 and if no Default has occurred and is continuing, proceeds of Inventory and Receivables collected in the ordinary course of business, (iii) as and to the extent permitted by Sections 6.13(b) and (c) and 6.14 of the Credit Agreement.

4.1.7. Liens. The Company will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) Liens otherwise expressly permitted by the terms of the Credit Agreement, and (iii) Liens set forth on Schedule II hereto, except those which are designated thereon as Liens to be released on the Closing Date in connection with the execution of the Credit Agreement.

4.1.8. Change in Location or Name. The Company will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.6) at a location other than a location specified in Exhibit "A" hereto, (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A" as the Company's principal place of business, (iii) maintain a place of business at a

location other than a location specified on Exhibit "A" hereto, (iv) change its name, or (v) change its mailing address, unless the Company shall have given the Agent not less than 30 days' prior written notice thereof, and the Agent shall have determined that after giving effect to any such change of name, address or location, the Agent and the Lenders shall have a first perfected security interest in the Collateral.

4.1.9. Other Financing Statements. The Company will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements (i) naming the Agent and the Lenders as secured parties, and (ii) financing statements perfecting Liens otherwise expressly permitted by the terms of the Credit Agreement.

4.1.10. Defense of Collateral. The Company will defend the Collateral against all claims and demands of all Persons other than the Agent and the Lenders at any time claiming any interest therein and save and hold the Agent and the Lenders harmless from all such claims and demands.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. The Company will not, without the prior written consent of the Agent, make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the giving of the notice by the Agent referred to in Section 7.1(a), the Company may reduce the amount of Accounts arising from the sale of coal Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Delivery of Invoices. After the occurrence of a Default, the Company will deliver to the Agent immediately upon its request duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.3. Disclosure of Counterclaims on Receivables. If any discount, credit, agreement to make a rebate or to otherwise reduce the amount owing on a material Receivable exists or if, to the knowledge of the Company, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a material Receivable, the Company will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Company relating to such Receivable and in connection with any invoice or report furnished by the Company to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Company will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable

condition (allowing, in the case of Equipment, for ordinary wear and tear to the extent not preventable or remediable by regular maintenance).

4.3.2. Insurance. The Company will (i) maintain fire and extended coverage insurance with financially sound and reputable insurance companies in amounts reasonably satisfactory to the Agent and as is consistent with sound business practice in the industry for companies of similar size and similarly situated on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent for the benefit of the Lenders and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance with financially sound and reputable insurance companies on the Inventory and the Equipment for the benefit of the Agent and the Lenders as the Agent shall from time to time reasonably request as is consistent with sound business practice in the industry for companies of similar size and similarly situated, (iii) maintain such liability insurance with financially sound and reputable insurance companies for the benefit of the Agent and the Lenders as the Agent shall from time to time reasonably request as is consistent with sound business practice in the industry for companies of similar size and similarly situated, naming the Agent as an additional insured for the benefit of the Lenders, and (iv) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Inventory and the Equipment and certificates with respect to such insurance.

4.4. Instruments, Chattel Paper, Documents and Pledged Deposits.

4.4.1. Delivery of Pledged Collateral. The Company will deliver to the Agent (i) immediately upon execution of this Security Agreement, the originals of all Instruments, Documents, Chattel Paper and Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (ii) hold in trust for the Lenders upon receipt and immediately thereafter deliver to the Agent any Instrument or Document evidencing or constituting Collateral (except, prior to the occurrence of a Default, ordinary cash dividends paid with respect to the Instruments which are stock and the Stock Rights).

4.5. Uncertificated Securities.

4.5.1. Uncertificated Securities. The Company will permit the Agent and the Lenders from time to time to cause the appropriate issuers of uncertificated securities constituting Instruments to mark their books and records with the numbers and face amounts of all uncertificated securities constituting Instruments and all rollovers and replacements therefor to reflect the Lien of the Agent and the Lenders granted pursuant to this Security Agreement.

4.6. Stock.

4.6.1. Changes in Capital Structure of Issuers. The Company will not (i) permit or suffer any issuer of privately held corporate securities (of which the Company owns a majority of the issued and outstanding voting stock) constituting Collateral to dissolve, liquidate, retire any of its capital stock, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments in favor of any of the foregoing.

4.6.2. Issuance of Additional Stock. The Company will not permit or suffer the issuer of any of the privately held stock (of which the Company owns a majority of the issued and outstanding voting stock) constituting Collateral to issue any stock, any right to receive stock or any right to receive earnings, except to the Company.

4.6.3. Registration of Pledged Stock. The Company will permit any registrable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Lenders.

4.6.4. Exercise of Rights in Pledged Stock. The Company will permit the Agent or its nominee at any time after the occurrence and during the continuance of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any shares of the stock pledged as Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Federal Claims.

4.7.1. Notice to Agent. The Company will notify the Agent of any Collateral which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal law.

5. DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of the Company to the Agent or the Lenders under or pursuant to this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by the Company of any of the terms or provisions of Section 4.1.4 (only insofar as Section 4.1.4 refers to notices of Default or Potential Default), 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.9, 4.4.1, 4.6.1, 4.6.2, 4.6.4, 7 or 8.7.

5.1.3. The breach by the Company (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 15 days after the giving of written notice by the Agent or any Lender.

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.6 or 8.7, or shall be lost, stolen, damaged or destroyed if adequate insurance coverage to compensate the Company for such loss, theft, damage or destruction is not in effect.

5.1.5. The Agent shall not have a first prior and perfected security interest in the Collateral, other than ordinary cash dividends which the Company is entitled to retain pursuant to Section 4.4.1, except as expressly permitted pursuant to the terms of this Security Agreement or the other Credit Documents.

5.1.6. The occurrence of any "Default", as defined therein, under the Credit Agreement.

5.2. Acceleration and Remedies. If any Default occurs, then, upon the election of the Required Lenders (provided, however, that Defaults under Section 5.1.6. hereof which result in the automatic acceleration of the Obligations under the Credit Agreement shall also result in the automatic acceleration of the Obligations hereunder and shall not require such an election by the Required Lenders), the Obligations shall immediately become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and the Agent may exercise any or all of the rights and remedies provided (i) in this Security Agreement or any other Credit Document, (ii) to a secured party when a debtor is in default under a security agreement by the Illinois Uniform Commercial Code and (iii) by any other applicable law including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien.

5.3. Debtor's Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, the Company will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

6. WAIVERS, AMENDMENTS AND REMEDIES.

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders, and then only to the extent in such writing specifically set forth; provided, that any amendment to this Security Agreement purporting to release all or any material portion of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been paid in full.

7. PROCEEDS; COLLECTION OF RECEIVABLES.

7.1. Collection of Receivables. (a) Until such time as the Agent shall notify the Company of the revocation of such power and authority, the Company (i) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Company for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Company for such purpose, and (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due under the Receivables and other Collateral, including the taking of such action with respect to such collection as the Agent may reasonably request, or in the absence of such request, as the Company may deem advisable. The Agent may, however, at any time, whether before or after any revocation of such power and authority or the maturity of any of the Obligations, (i) notify any account debtor or obligor on any of the Receivables or other Collateral to make direct payment to the Agent of any amounts due or to become due the Company on any of the Receivables or other Collateral; and (ii) enforce collection of any of such amounts by suit or otherwise. The Company will reimburse the Agent for all expenses, including attorneys' fees and legal expenses, incurred by the Agent in seeking to collect or enforce any rights with respect to the Receivables or any other Collateral.

(b) After the date of the notice referred to in the first sentence of clause (a) above, the Company will (except as the Agent may otherwise consent in writing) forthwith, upon receipt, transmit and deliver to the Agent, in the form received, all cash, checks, drafts, Instruments, Chattel Paper and other documents or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Agent) which may be received by the Company at any time in full or partial payment of amounts due on any Receivables or other Collateral. Except as the Agent may otherwise consent in writing, any such items which may be received by the

Company will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Agent until delivery is made to the Agent. The Company will comply with the terms and conditions of any consent given by the Agent pursuant to the provisions of this paragraph.

7.2. Special Collateral Account. All items or amounts which are delivered by the Company or any other Person to the Agent on account of partial or full payment of amounts due on the Receivables or any other Collateral in accordance with clause (b) of Section 7.1 shall be deposited to the credit of a deposit account (herein called the "Special Collateral Account") of the Company with the Agent, as security for the performance and payment of the Obligations. The Company shall have no right to withdraw any funds deposited in the Special Collateral Account. The Agent may, from time to time, in its discretion, and shall upon request of the Company made not more than once a week or at the direction of the Required Lenders, apply all or any of the then balance, representing collected funds, in the Special Collateral Account toward payment of the Obligations then due (whether by acceleration, demand or otherwise), in the order of application set forth in Section 7.4. Unless a Default or an event which, but for the giving of notice or passage of time or both, would constitute a Default, shall have occurred and be continuing, the Agent shall, upon request of the Company made not more than once in any week, release all or any of such balance representing collected funds to the Company. The Agent is authorized to endorse, in the name of the Company, any item, howsoever received by the Agent, representing any payment on or in connection with any Receivable or other Collateral.

7.3. Lockboxes. Upon delivery by the Agent of the notice referred to in the first sentence of Section 7.1(a), the Company shall execute and deliver to the Agent the Agent's standard form of irrevocable lockbox agreement, which agreement shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent and the Lenders granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Special Collateral Account.

7.4. Application of Proceeds. Subject to Section 7.2, the proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Obligations constituting accrued and unpaid interest and fees, pro rata amongst the Lenders in accordance with the proportion which the accrued interest and fees constituting Obligations owing to each such Lender bears to the aggregate amount of accrued interest and fees constituting Obligations owing to all of the Lenders;

(c) THIRD, to payment of the principal of the Obligations, pro rata amongst the Lenders in accordance with the proportion which the principal amount of Obligations owing to each such Lender bears to the aggregate principal amount of Obligations owing to all of the Lenders;

(d) FOURTH, the balance, if any, after all of the Obligations have been satisfied, shall be deposited by the Agent into the Company's general operating account with the Agent.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Company, addressed as set forth in Section 9, at least 15 days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Compromises and Collection of Collateral. The Company, the Lenders and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Company agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Security Agreement and the Company shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. The Company's obligation to reimburse the Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Actions. The Company irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact to act on behalf of the Company (i) to execute on behalf of the Company as debtor and to file financing statements or to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the

perfection and priority of the Agent's and the Lenders' security interest in the Collateral, (ii) after the occurrence of a Default, to endorse and collect any cash proceeds of the Collateral, (iii) after the occurrence of a Default, to enforce payment of the Receivables in the name of the Agent or the Company, and (iv) to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7.

8.5. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.6, 4.4.1, 5.3, 7 and 8.7 will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Company contained in this Security Agreement, that the covenants of the Company contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Company.

8.6. Use and Possession of Certain Premises. After the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Company where any of the Collateral or any records relating to the Collateral are located until the Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Company for such use and occupancy.

8.7. Dispositions Not Authorized. The Company is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.6 and notwithstanding any course of dealing between the Company and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.6) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders.

8.8. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Security Agreement are used in this Security Agreement as defined in the Illinois Commercial Code as in effect on the date hereof.

8.9. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Company, the Agent and the Lenders and their respective successors and assigns, except that the Company shall not have the right to assign its rights under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.10. Survival of Representations. All representations and warranties of the Company contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.11. Taxes and Expenses. Any taxes (excluding taxation of the net income of any Lender and franchise taxes assessed by the jurisdiction in which any Lender maintains its principal place of business) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Company, together with interest and penalties, if any. The Company shall reimburse (i) the Agent, within the limits provided under Section 15.7 of the Credit Agreement, for any and all out-of-pocket expenses and internal charges (including attorneys', auditors' and accountants' fees and time charges of attorneys, paralegals', auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery and administration of this Security Agreement, and (ii) the Agent and the Lenders for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals', auditors and accountants who may be employees of the Agent or the Lenders) paid or incurred by the Agent or the Lenders in connection with the collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the reasonable expenses and charges associated with any periodic or special audit of the Collateral).

8.12. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.13. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations or commitments therefor outstanding) until (i) the Agent has received written notice of its termination from the Company and (ii) no Obligations or commitments of the Agent or the Lenders which would give rise to any Obligations shall be outstanding.

8.14. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Company and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Company and the Agent relating to the Collateral.

8.15. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.16. Distribution of Reports. Subject to the Company's consent which shall not be unreasonably withheld, the Company authorizes the Agent, as the Agent may elect in its sole discretion, to discuss with and furnish to the Lenders or to any other person or entity having an interest in the Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to the Company and its Subsidiaries whether such information was provided by the Company or prepared or obtained by the Agent. Neither the Agent nor any of its employees, officers, directors or agents makes any representation or

warranty regarding any audit reports or other analyses of the 'Company's and its Subsidiaries' condition which the Agent may in its sole discretion prepare and elect to distribute, nor shall the Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.17. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, including, without limitation, any liability, whether statutory or arising under the common law, relating to Environmental Laws or to environmental matters in general, imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or the Company, and any claim for patent, trademark or copyright infringement).

9. NOTICES.

All notices and other communications provided to any party hereto under this Security Agreement shall be in writing, by telex or by facsimile and addressed or delivered to such party at its address set forth below or at such other address as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by telex or facsimile, shall be deemed given when transmitted (answerback confirmed in the case of telexes).

Notices to the Company are to be addressed as follows:

Zeigler Coal Company
c/o Zeigler Coal Holding Company
331 Salem Place
Fairview Heights, Illinois 62208
Attention: Chand B. Vyas
Senior Vice President/CFO

Telecopier: (618) 624-3669

Notices to the Agent are to be addressed as follows:

The First National Bank of Chicago
One First National Plaza, Suite 0363
Chicago, Illinois 60670
Attention: Gregory G. Tallas
Vice President

Telecopier: (312) 732-3055

10. THE AGENT.

10.1. Appointment and Powers. The First National Bank of Chicago has been appointed Agent hereunder pursuant to Section 9.1 of the Credit Agreement. In addition to, and not in limitation of, the powers of the Agent set forth in Section 9.1 of the Credit Agreement, the Agent shall have the powers, rights and duties set forth in this Section 10. The Lenders hereby appoint the Agent as their attorney-in-fact for the purpose of signing financing statements, additional security agreements, mortgages, and releases on behalf of the Lenders.

10.2. No Representation or Warranty. The Agent makes no representation or warranty to the Lenders regarding the validity or perfection of the Lien created hereunder or the value, sufficiency or quality of any Collateral.

10.3. Right to Indemnity. The Agent shall be fully justified in failing or refusing to take any action hereunder unless it shall first be indemnified to its satisfaction by the Lenders as set forth in Section 9.8 of the Credit Agreement against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

10.4. May Treat Payee as Owner. The Agent may deem and treat the payee of any Obligation as the owner thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent. Any request, authority or consent of any person, firm or corporation who at the time of making such request or giving such authority or consent is the holder of any Obligation shall be conclusive and binding on any subsequent holder, transferee or assignee of such Obligation or of any Obligation or Obligations issued in exchange therefor.

IN WITNESS WHEREOF, the Company has executed this Security Agreement as of the date first above written.

ZEIGLER COAL COMPANY

By: Michael K. Reilly
Title: President

Accepted:

THE FIRST NATIONAL BANK OF CHICAGO
as Agent for the Lenders
By: Gregory G. Tallas
Title: Vice President

One First National Plaza, Ste. 0363
Chicago, Illinois 60670
Attention: Mr. Gregory G. Tallas
Vice President

EXHIBIT "A"
(See Section 3.5 of Security Agreement)

Principal Place of Business and Mailing Address:

Zeigler Coal Company
331 Salem Place
Fairview Heights, IL 62208

Attention: Chand B. Vyas

Location(s) of Receivables Records (if different from Principal Place of Business above):

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Company:

None

B. Properties Leased by the Company (Include Landlord's Name):

None

EXHIBIT "C"
Legal Description and Street Address of Property on which
Fixtures are located:

Name and address of Record Owner:

See descriptions attached to the
Mortgages set forth on Schedule 4
of the Credit Agreement

(See Section 3.9 of Security Agreement)

EXHIBIT "D"

List of Pledged Securities

A. STOCKS:

<u>Issuer</u>	<u>Certificate Number</u>	<u>No. of Shares</u>
Rail to Water Transfer Corporation	G120	50
Southern States Madisonville Cooperative	K251	3.15

B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
NONE				

C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
NONE				

Schedule I

Schedule of Equipment

[To be provided by the Company]

See Certificate delivered to Agent

Schedule II
Permitted Liens

See attached

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

ALL SECURITY INTERESTS OF
CONTINENTAL BANK N.A. HAVE
BEEN TERMINATED

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	21	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			01/16/90 902004146	Continuation of File No. 773840.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	89	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			01/16/90 902004147	Continuation of File No. 773841.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	86	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			02/25/88 882008595	Amendment to File No. 773841; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Height, Illinois 62208	85	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			01/22/88 1052831	Amendment to File No. 773841; the Original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 2700 River Road	16	Continental Illinois National Bank and Trust	Secretary of State, Colorado	06/27/90	X		X			01/22/88 1052832	Amendment to File No. 773840; the original

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Des Plaines, Illinois 60018		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									financing statement is amended and restated to reflect the Contracts that the Secured Party has an interest under.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	15	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			07/28/87 1009664	Amendment to File No. 773840; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	73	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974607	Amendment to File No. 733841; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc. as a Debtor and all references to it in the underlying loan documnt.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	74	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974608	Amendment to File No. 773841; Change of Debtor's address to 331 Salem Place Fairview Height, Illinois 62208.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto	79	Continental Bank, N.A. F/K/A Continental Illinois National Bank	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974609	Amendment to File No. 773841; Second Amendment to Security Agreement.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Industries, Inc. 2700 River Road Des Plaines, Illinois 60018		and Trust Company fo Chicago 231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	80	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974610	Amendment to File No. 773841; Third Amendment to Security Agreement.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	13	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974606	Amendment to File No. 773840; Second Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	14	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			03/23/87 974611	Amendment to File No. 773840; Third Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	59	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			11/24/86 944659	Partial Release of File No. 773841; specific equipment released.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	60	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			11/24/86 944660	Amendment to File No. 773841; charge of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	54	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			01/13/86 862531	Amendment to File No. 773841; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	556	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			01/06/86 860476	Amendment to File No. 733840; First Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	53	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			04/09/85 790787	Amendment to File No. 773841; Assumption Certificate listing certain agreements assumed by Debtor.
Zeigler Coal Company	555	Continental Illinois	Secretary of State,	06/27/90	X		X			03/28/85	Amendment to File No.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Colorado							787642	773840; Assumption Certificate listing certain agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	554	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			02/05/85 773840	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	52	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Colorado	06/27/90	X		X			02/05/85 773841	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement") Blanket Security Interest (location of inventory and equipment attached).
Zeigler Coal Company ,	92	N/A	Secretary of State, Colorado	06/27/90			X				No Record.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	103	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Florida	06/27/90	X					01/08/90 900000005764	Continuation of File No. 1850017043.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS

Chicago, Illinois 60697											
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	472	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					01/08/90 900000005763	Continuation of File No. 1850017044.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	471	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					02/25/88 3880012242	Amendment to File No. 1850017044; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	102	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					01/22/88 3880004400	Amendment to File No. 1850017043; the original financing statement is amended and restated to reflect the Contracts that the Secured Party has an interest under.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	470	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					01/22/88 388004399	Amendment to File No. 1850017044; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	101	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					07/28/87 3870050487	Amendment to File No. 1850017043; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	98	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019084	Amendment to File No. 1850017043; Second Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	100	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019085	Amendment to File No. 1850017043; Third Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	464	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019088	Amendment to File No. 1850017044; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc. as a Debtor and all references to it in the underlying Loan Documents.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois	465	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019091	Amendment to File No. 1850017044; correction of spelling of Debtor's name.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
62208											
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	466	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019094	Amendment to File No. 1850017044; Second Amendment to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	467	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					03/23/87 3870019096	Amendment to File No. 1850017044; Third Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	462	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					11/10/86 3860067362	Partial Release of File No. 1850017044; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	463	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					11/10/86 3860067364	Amendment to File No. 1850017044; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	95	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					01/16/86 3860001743	Amendment to File No. 1850017043; First Amendment to Assignment of Contracts.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	461	Coontinental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					01/16/86 3860001739	Amendment to File No. 18500017044; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	94	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					02/14/85 3850008984	Amendment to File No. 1850017043; Assumption Certificate listing certain agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	460	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					02/14/85 3850008983	Amendment to File No. 1850017044; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	93	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					02/05/85 1850017043	Assignment of Contracts for Security Purposes and Financing Statement dated 01/31/85 between Debtor and Secured Party ("Assignment of Contracts") Schedule I List of Contracts is attached.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road	457	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Florida	06/27/90	X					02/05/85 1850017044	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement") Blanket

UCC SEARCH RESULTS
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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Des Plaines, Illinois 60018											Security interest (location of inventory and equipment attached).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	134	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Secretary of State, Illinois	07/02/90	X					02/01/90 2674135	Amendment to File No. 1976826; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	138	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Secretary of State, Illinois	07/02/90	X					02/01/90 2674134	Amendment to File No. 1962466; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	133	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Secretary of State, Illinois	07/02/90	X					01/18/90 2668840	Continuation of File No. 1976826.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	126	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/04/90 2663125	Continuation of File No. 1962466.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois	118	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago	Secretary of State, Illinois	07/02/90	X					01/03/90 2662938	Continuation of File No. 1960781.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
62208		231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	203	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/03/90 2662941	Continuation of File No. 1960783.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	186	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					12/29/89 2661682	Continuation of File No. 1960782.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	201	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					03/30/88 2407571	Amendment to File No. 1960783; correction to counterpart on Fifth Supplemental Mortgage.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	116	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					02/24/88 2392382	Amendment to File No. 1960781; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company	117	Continental Illinois	Secretary of State,	07/02/90	X					01/21/88	Amendment to File No.

UCC SEARCH RESULTS
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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Illinois							2378817	1960781; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	125	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/21/88 2378811	Amendment to File No. 1962466; the original financing statement is amended and restated to reflect the contracts thaht the Secured Party has an interest under.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	179	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/21/88 2378806	Pledged Shares of Jefferson Oil and Gas Corporation owned by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	185	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/21/88 2378810	Amendment to File No. 1960782; the original financing statement is amended and restated to reflect the contracts that the Secured Party has as interest under.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	200	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago	Secretary of State, Illinois	07/02/90	X					01/21/88 2378815	Amendment to File No. 1960783; Fifth Supplemental Mortgage.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	177	Security Pacific Equipment Leasing, Inc. P.O. Box 7722 San Francisco, California 94120	Secretary of State, Illinois	07/02/90	X					01/04/88 2371851	Specific equipment.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	178	Security Pacific Equipment Leasing, Inc. P.O. Box 7722 San Francisco, California 94120	Secretary of State, Illinois	07/02/90	X					01/04/88 2371850	Specific equipment.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	124	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					07/27/87 2311981	Amendment to File No. 1962466; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	184	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					07/27/87 2311980	Amendment to File No. 1960782; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	174	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					06/02/87 2288550	Assignment of File No. 2258215 to Chase Commerical Corporation 560 Sylvan Avenue Englewood Cliffs, New Jersey 07632.
Zeigler Coal Company	196	Karyn A. Rose, Trustee	Secretary of State,	07/02/90	X					05/29/87	Paritial Release of File

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331 Salem Place Fairview Heights, Illinois 62208		Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Illinois							2287462	No. 1960783; release of the Subject Interest (as defined therein).
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	197	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/29/87 2287461	Amendment to File No. 1960783; Fourth Supplemental Mortgage.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	113	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286476	Amendment to File No. 1960781; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries, Inc. as a Debtor and all references to it in the underlying Loan Documents.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	114	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286477	Amendment to File No. 1960781; Second Amendment to Security Agreement.
Zeigler Coal Company	115	Continental Illinois	Secretary of State,	07/02/90	X					05/27/87	Amendment to File No.

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Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Illinois							2286478	1960781; Third Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	122	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois	Secretary of State, Illinois	07/02/90	X					05/27/87 2286455	Amendment to File No. 1962466; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208. Second Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	123	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286456	Amendment to File No. 1962466; Third Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	182	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286466	Amendment to File No. 1960782; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208. Second Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	183	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286467	Amendment to File No. 1960782; Third Amendment to Assignment of Contracts.

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Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	194	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286453	Amendment to File No. 1960783; Second Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	195	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					05/27/87 2286454	Amendment to File No. 1960783; Third Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	173	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					03/23/87 2258215	Computer equipment.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	172	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Measows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					12/31/86 2225396	Assignment of File No. 2180998 to Chase Commercial Corporation 560 Sylvan Avenue Englewood Cliffs, New Jersey 07632.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	109	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					11/06/86 2204670	Partial Release of File No. 1960781; specific equipment released.
Zeigler Coal Company	112	Continental Illinois	Secretary of State,	07/02/90	X					11/06/86	Amendment to File No.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Illinois							2204671	1960781; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	188	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					11/05/86 2203992	Partial release of File No. 1960783; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	189	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					11/05/86 2203993	Amendment to File No. 1960783; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	168	Digital Equipment Corp. Attn: Customer Finance 5600 Appollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					10/03/86 2192544	Assignment of File No. 2129527 to Chase Commercial Corporation 560 Sylvan Avenue Englewood Cliffs, New Jersey 07632.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	171	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					09/04/86 2180998	Computer equipment.
Zeigler Coal Company 331 Salem Place	170	Digital Equipment Corp. Attn: Customer Finance	Secretary of State, Illinois	07/02/90	X					07/23/86 2165717	Computer equipment.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Fairview Heights, Illinois 62208		5600 Apollo Drive Rolling Meadows, Illinois 60008									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	169	Caterpillar Financial Services Corporation 85 W. Algonquin Rd. Suite 420 Arlington Heights, Illinois 60005	Secretary of State, Illinois	07/02/90	X					06/12/86 2150825	Specific machinery (Lessee/Lessor). Specific equipment.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	167	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					04/18/86 2129527	Computer equipment.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	142	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					03/18/86 2116651	Assignment of File No. 2090595 to Chase Commercial Corporation 560 Sylvan Avenue Englewood, Cliffs, New Jersey 07632.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	108	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/14/86 2091913	Amendment to File No. 1960781; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road	181	Continental Illinois National Bank and Trust	Secretary of State, Illinois	07/02/90	X					01/14/86 2091914	Amendment to File No. 1960782; First Amendment

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Des Plaines, Illinois 60018		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	190	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/14/86 2091915	Amendment to File No. 1960783; First Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	141	Digital Equipment Corp. Attn: Customer Finance 5600 Apollo Drive Rolling Meadows, Illinois 60008	Secretary of State, Illinois	07/02/90	X					01/13/86 2090595	Computer equipment.
Zeigler Coal Company Mine Number 11 Coulterville, Illinois 62237	136	INGUT Leasing Partners % Ingersoll-Rand Financial Corporation 331 West Main Street Abington, Virginia 24210	Secretary of State, Illinois	07/02/90	X					07/31/85 2028661	Amendment to File No. 2018308; amend spelling of Debtor's name.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	137	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Secretary of State, Illinois	07/02/90	X					07/24/85 2026082	Specific equipment (Lessee/Lessor).
Zeigler Coal Company Mine Number 11 Coulterville, Illinois 62237	135	INGUT Leasing Partners c/o Ingersoll-Rand Financial Corporation 331 West Main Street Abington, Virginia 24210	Secretary of State, Illinois	07/02/90	X					07/05/85 2018308	Specific equipment (Lessee/Lessor). Informational filing.
Zeigler Coal Company	121	Continental Illinois	Secretary of State,	07/02/90	X					06/19/85	Amendment to File No.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Illinois							2013094	1962466; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	132	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Secretary of State, Illinois	07/02/90	X					03/18/85 1976826	Specific equipment (Lessee/Lessor).
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	107	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					02/14/85 1965513	Amendment to File No. 1960781; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	120	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					02/14/85 1965514	Amendment to File No. 1962466; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	119	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					02/05/85 1962466	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific contracts.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	104	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/31/85 1960781	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement") Blanket Security interest (location of inventory and equipment attached).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	180	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/31/85 1960782	Assignment of Contracts for security purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	187	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Illinois	07/02/90	X					01/31/85 1960783	Mortgage Deed of Trust Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company	204	N/A	Secretary of State, Illinois	07/02/90			X				No Record.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois	448	Continental Bank, N.A. F/K/A Continental Illinois National Bank	Douglas County, Illinois	07/10/90	X	X				01/04/90 180458	Continuation of File No. 16798C.

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62208		and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	447	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				03/15/88 172833	Amendment to File No. 16798C; correction to counterpart attached to Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	446	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				01/22/88 172031	Amendment to File No. 16798C; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	445	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				01/21/88 172029	Amendment to File No. 16798C; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	444	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago	Douglas County, Illinois	07/10/90	X	X				06/01/87 168645	Amendment to File No. 16798C; Fourth Supplemental Mortgage.

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		231 South LaSalle Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	553	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				06/01/87 168640	Partial Release of File No. 16798C; specific equipment released.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	440	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				03/25/87 167858	Amendment to File No. 16798C; Second Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	443	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				03/25/87 167859	Amendment to File No. 16798C; Third Supplement Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	439	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				11/05/86 165746	Amendment to File No. 16798C; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	438	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago	Douglas County, Illinois	07/10/90	X	X				11/05/86 165745	Partial Release of File No. 16798C ; specific equipment released.

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		231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	437	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois	07/10/90	X	X				01/06/86 161426	Amendment to File No.16798C; First Supplemental Mortgage.
Zeigler Coal Company	453	N/A	Douglas County, Illinois	07/03/90					X	12/19/85 BK134PG343	Lis Pendens Notice Case No. 85-CH-14: Plaintiff B.J. Shivel and Son Lumber Co., Foreclosure of Mechanic's Lien.
Zeigler Coal Company	452	N/A	Douglas County, Illinois	07/03/90					X	05/24/85 BK132PG08	Lis Pendens Notice Case No. 85-Ch-14: Plaintiff B.J. Shivel and Son Lumber Co, Inc. ; Foreclosure of Mechanic's Lien,
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	436	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois	Douglas County, Illinois	07/10/90	X	X				02/19/85 156429	Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company	449	N/A	Douglas County, Illinois	07/03/90			X	X			No Record

UCC SEARCH RESULTS
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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	435	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Douglas County, Illinois, Illinois	07/10/90	X	X				01/31/85 16798C	Mortgage Deed of Trust Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	226	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				01/08/90 21	Continuation of File No. 206.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	225	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				01/04/90 08	Continuation of File No. 139.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	220	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				03/15/88 356	Amendment to File No. 139; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place	219	Karyn A. Rose, Trustee Marie Coco, Trustee	Franklin County, Illinois	07/03/90	X	X				01/22/88 101	Amendment to File No. 139; Fifth Supplemental

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Fairview Heights, Illinois 62208		Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									Mortgage.
Leigler Coal Company 131 Salem Place Fairview Heights, Illinois 62208	218	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				06/01/87 853	Amendment to File No. 139; Fourth Supplemental Mortgage.
Leigler Coal Company 131 Salem Place Fairview Heights, Illinois 62208	216	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				03/23/87 386	Amendment to File No. 139; Second Supplemental Mortgage.
Leigler Coal Company 131 Salem Place Fairview Heights, Illinois 62208	217	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				03/23/87 385	Amendment to File No. 139; Third Supplemental Mortgage.
Leigler Coal Company 1700 River Road West Plains, Illinois 62018	213	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				11/06/86 2584	Partial Release of File No. 139; specific equipment released.
Leigler Coal Company 1700 River Road	214	Continental Illinois National Bank and Trust	Franklin County, Illinois	07/03/90	X	X				11/06/86 2585	Amendment to File No. 139; Change of Debtor's address

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Des Plaines, Illinois 60018		Company of Chicago 231 South Lasalle Street Chicago, Illinois 60697									to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	212	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				01/06/86 86-89	Amendment to File No. 139; First Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	211	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				02/15/85 206	Amendment to File No. 139; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	205	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Franklin County, Illinois	07/03/90	X	X				01/31/85 139	Mortgage Deed of Trust, Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company	227	N/A	Franklin County, Illinois	07/03/90			X	X	X		No Record.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois	270	Continental Illinois National Bank and Trust Company of Chicago	Perry County, Illinois	07/03/90	X	X				01/08/90 2883	Continuation of File No. 3534.

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62208		231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	256	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				01/04/90 2880	Continuation of File No. 3508.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	255	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				03/15/88 1162	Amendment to File No. 3508; correction to counterpart on the Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	253	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				01/22/88 1020	Amendment to File No. 3508; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	257	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				06/04/87 93	Amendment to File No. 3508 Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc., as a Debtor and all

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
											references to it in the underlying Loan Documents.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	249	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				06/01/87 66	Amendment to File No. 3508; Fourth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	252	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				06/01/87 67	Partial release of File No. 3508; release of Subject Interests (as defined therein).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	243	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				03/23/87 5305	Amendment to File No. 3508; Third Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	242	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				03/23/87 5304	Amendment to File No. 3508; Second Supplemental Mortgage.
Zeigler Coal Company	237	Continental Illinois	Perry County, Illinois	07/03/90	X	X				11/06/86	Partial Release of File

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2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697								3508	No. 3508; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	239	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				11/06/86 3508	Amendment to File NO. 3508; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	236	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				01/07/86 4322	Amendment to File No. 3500; First Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	259	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				01/31/85 3534	Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	233	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Perry County, Illinois	07/03/90	X	X				01/31/85 3508	Mortgage Deed of Trust, Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company	271	N/A	Perry County, Illinois	07/03/90			X	X	X		No Record.

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Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	491	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90	X	X				01/25/90 F15912	Amendment to File No. 15912; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	497	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90	X	X				01/25/90 F16349	Amendment to File No. 16349; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	490	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90	X	X				01/19/90 F15912	Continuation of File No. 15912.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	487	Continental Bank, N.A. F/K/A Continental Illinois National Bank and trust Company of Chicago 231 South LaSalle street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				01/08/90 F15816	Continuation of File No. F15816.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	486	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				03/15/88 F15816	Amendment to File No. F15816; correction to counterpart of Fifth Supplemental Mortgage.

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Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	485	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				01/22/88 F15816	Amendment to File No. F15816; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	484	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				06/02/87 F15816	Amendment to File No. F15816; Fourth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 60018	481	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				03/27/87 F15816	Amendment to File No. F15816; Second Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	483	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				03/23/87 F15816	Amendment to File No, F15816; Third Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	482	Continental Illinois national Bank and trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				11/05/86 F15816	Partial Release of File No. F15816; specific equipment released.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	479	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				11/05/86 F15816	Amendment to File No. F15816; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	476	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				01/27/86 F15816	Amendment to File No. F15816; First Supplemental Mortgage.
Zeigler Coal Company Mine Number II Coulterville, Illinois 62237	495	INGUT Leasing Partners % Ingersoll-Rand Financial Corporation 331 West Main Street Abington, Virginia 24210	Randolph County, Illinois	07/06/90	X	X				07/31/85 F16283	Amendment to F16283; correction to spelling of Debtor's name.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	496	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90	X	X				07/24/85 F16349	Specific equipment (Lessee/Lessor).
Zeigler Coal Company Mine Number II Coulterville, Illinois 62237	494	INGUT Leasing Partners % Ingersoll-Rand Financial Corporation 331 West Main Street Abington, Virginia 24210	Randolph County, Illinois	07/06/90	X	X				07/01/85 F16283	Specific equipment (Lessee/Lessor). Informational filing.
Zeigler Coal Company	488	Joy Finance Company	Randolph County, Illinois	07/06/90	X	X				03/18/85	Specific equipment

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2700 River Road Des Plaines, Illinois 60018		310 Grant Street Pittsburgh, Pennsylvania 15219								F15912	(Lessee/Lessor).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	489	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90	X	X				03/18/85 F15912	Specific equipment (Lessee/Lessor).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	474	Ingersoll Rand Financial Corporation 200 Chestnut Ridge Road Woodciff Lake, New Jersey 07675	Randolph County, Illinois	07/06/90	X	X				03/04/85 F15120	Amendment to File No. 15120; change of lessor to Second Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	475	Kary A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Randolph County, Illinois	07/06/90	X	X				01/31/85 F15816	Mortgage Deed of Trust Assignment of Production Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	473	Ingersoll Rand Financial Corporation 200 Chestnut Ridge Road Woodcliff Lake, New Jersey 07675	Randolph County, Illinois	07/06/90	X	X				05/17/84 F15120	Specific equipment (Lessee/Lessor). Informational Filing.
Zeigler Coal Company	498	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90			X	X	X		No Record.

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Zeigler Coal Company	501	Joy Finance Company 301 Grant Street Pittsburgh, Pennsylvania 15219	Randolph County, Illinois	07/06/90			X	X	X		No Record.
Zeigler Coal Company	500	N/A	St. Clair County, Illinois	07/09/90	X	X					No Record.
Zeigler Coal Company	584	N/A	St. Clair County, Illinois	07/09/90			X	X	X		No Record.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	580	Karyn A. Rose, Trustee Marie Coco, trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				06/02/87 9991	Amendment to File No. 4822; Fourth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	583	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				01/04/90 4061	Continuation of File No. 4822.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	582	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				03/16/88 870	Amendment to File No. 4822; correction to counterpart attached to Fifth Supplemental Mortgage.

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Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	581	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				01/22/88 651	Amendment to File No. 4822; Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	579	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				03/23/87 9504	Amendment to File No. 4822; Third Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	578	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				03/23/87 9503	Amendment to File No. 4822; Second Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	576	Karyn A. Rose Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				11/06/86 4822	Partial Release of File No. 4822 specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	577	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust	Williamson County, Illinois	06/29/90	X	X				11/06/86 8876	Amendment to File No. 4822; Change of Debtor's address to 331 Salem Place, Fairview Heights,

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		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	574	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				01/06/86 7079	Amendment to File No. 4822; First Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	575	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				02/14/85 4931	Amendment to File No. 4822; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	573	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Williamson County, Illinois	06/29/90	X	X				01/31/85 4822	Mortgage Deed of Trust Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company ,	454	N/A	Williamson County, Illinois	06/29/80			X	X	X		No Record.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois	278	Continental Bank, N.A. F/K/A Continental Illinois National Bank	Secretary of State, Indiana	06/29/90	X					01/04/90 1623803	Continuation of File No. 1117234.

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62208		and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	322	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					01/04/90 1623804	Continuation of File No.1117235.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	321	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					02/25/88 1458023	Amendment to File No.1117235; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	514	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					02/25/88 1458023	Amendment to File No. 1117235; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	277	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					01/22/88 1447916	Amendment to File No. 1117234; Fourth Amendment to Assignment of Contracts.

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Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	320	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					01/22/88 1447930	Amendment to File No. 1117235; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	275	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/23/87 1351532	Amendment to File No. 117234; Second Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	276	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/23/87 1351533	Amendment to file No. 1117234; Third Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	316	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/23/87 1351534	Amendment to File No. 1117235; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc. , as a Debtor and all references to it in the underlying Loan Document.
Zeigler Coal Company Jefferson Oil and Gas Corporation	317	Continental Illinois National Bank and Trust Company of Chicago	Secretary of State, Indiana	06/29/90	X					03/23/87 1351535	Amendment to File No. 1117235; correction of Debtor's name.

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331 Salem Place Fairview Heights, Illinois 62208		231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	318	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/23/87 1351536	Amendment to File No. 1117235; Second Amendment to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	319	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois	Secretary of State, Indiana	06/29/90	X					03/23/87 1351537	Amendment to File No. 1117235; Third Amendment to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	512	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/23/87 1351587	Amendment to File No. 1117235; Third Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	505	Continental illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					11/05/86 1307266	Partial Release of File No. 1117235; specific equipment released.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	506	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					11/05/86 1307268	Amendment to File No. 1117235; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	314	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					03/05/86 1308266	Partial Release of File No. 1117235; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	274	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					01/10/86 1215892	Amendment to File No. 1117234; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	313	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					01/10/86 1215893	Amendment to File No. 1117235; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	273	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					02/14/85 1119776	Amendment to File No. 1117234; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	312	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Indiana	06/29/90	X					02/14/85 1119777	Amendment to File No. 1117235; Assumption Certificate listing certain Agreements assumed

UCC SEARCH RESULTS
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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		Chicago, Illinois 60697									by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	272	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					02/05/85 1117234	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	279	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Indiana	06/29/90	X					02/05/85 1117235	Security Agreement and Financing Statement between Debtor, its Subsidiaries and Secured Party ("Security Agreement") Blanket Security interest (location of inventory and equipment attached).
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	339	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					01/08/90 K079052	Continuation of File No. H192961.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	371	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Iowa	06/28/90	X					01/08/90 K079051	Continuation of File No. H192962.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS

Chicago, Illinois 60697											
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	338	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					02/25/88 H846482	Amendment to File H192961; the original financing statement is amended and restated to reflect the Security Party's blanket security interest.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	337	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					01/22/88 H836184	Amendment to File No. H192961; the original financing statement is amended and reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	370	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					01/22/88 H826183	Amendment to File No. H192962; the original financing statement is amended and restated to reflect the Contracts that the Secured Party has an interest under.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	364	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					07/28/87 H695160	Amendment to File No. H192962; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	331	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Iowa	06/28/90	X					03/23/87 H652334	Amendment to File No. H192961; Letter Agreement dated 01/30/87 between Debtor and Secured Party

UCC SEARCH RESULTS
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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		Chicago, Illinois 60697									amending among other things removing Zeto Industries Inc, as a Debtor and all references to it the underlying Loan Documents.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	334	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					03/23/87 H652335	Amendment to File No. H192961; correction to spelling of Debtor's name.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	335	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					03/23/87 H652336	Amendment to File No. H192961; Second Amendment to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	336	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					03/23/87 H652337	Amendment to File No. H192961; Third Amendment to Security Agreement.
Zeigler Coal Company 331 Salem Place	362	Continental Illinois National bank and Trust	Secretary of State, Iowa	06/28/90	X					03/23/87 H652338	Amendment to File No. H192962; Second Amendment

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Fairview Heights, Illinois 62208		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	363	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					03/23/87 H652339	Amendment to File No.H192962; Third Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	329	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					11/07/86 H544070	Partial Release of File No. H192961; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	330	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					11/07/86 H544071	Amendment to File No. H192961; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	347	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					01/06/86 H389241	Amendment to File No. H192962; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	328	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Iowa	06/28/90	X					01/06/86 H389242	Amendment to File No. H192961; First Amendment to Security Agreement.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		Chicago, Illinois 60697									
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	327	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					02/14/85 H196836	Amendment to File No. H192961; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	346	Continental Illinois National Bank and Trust Compant of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					02/14/85 H196835	Amendment to File No. H192962; Assumption Certificate Listing certain Agreements assumed by Debtor.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	326	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					02/05/85 H192961	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement"); Blanket Security interest (location of inventory and equipment attached).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	340	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Iowa	06/28/90	X					02/05/85 H192962	Assignment of Contracts foe Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific contracts.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company	372	N/A	Secretary of State, Iowa	06/28/90			X				No Record.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	387	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/08/90 585925	Continuation of File No. 115316.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	397	Continental Bank, N.A. F/k/a Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/08/90 585925	Continuation of File No. 115317.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	386	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					02/25/88 512413	Amendment to File No. 115316; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	385	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/22/88 5084721	Amendment to File No. 115316: the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	396	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/22/88 508472	Amendment to File No. 115317; the original financing statement is amended and restated to reflect the contracts that the Secured Party has an interest under.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	395	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					07/28/87 115317	Amendment to File No. 115317; Fouth Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	381	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115316; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc., as a Debtor and all references to it the underlying Loan Documents.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	382	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115316; correction to spelling of Debtor's name.
Zeigler Coal Company Jefferson Oil and Gas	383	Continental Illinois National Bank and Trust	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115316; Second Amendment

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	384	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60687	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115316; Third Amendment to Security Agreement.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	393	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115317; Second Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	394	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					03/23/87 473380	Amendment to File No. 115317; Third Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	392	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/06/87 426767	Amendment to File No. 115317; First Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place	379	Continental Illinois National Bank and Trust	Secretary of Commonwealth, Kentucky	06/28/90	X					11/07/86 458949	Amendment to File No. 115316; Change of Debtor's

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Fairview Heights, Illinois 62208		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	380	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					11/07/86 458949	Partial Release of File No. 115316; specific equipment.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	377	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					01/06/86 426767	Amendment to File No. 115316; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	375	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					02/14/85 383552	Amendment to File. 115316; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	391	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					02/14/85 383552	Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road	374	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					02/05/85 115316	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement") Blanket

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Des Plaines, Illinois 60018											Security interest (location of inventory and equipment attached).
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	388	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of Commonwealth, Kentucky	06/28/90	X					02/05/85 115317	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contracts") Schedule I attached listing specific contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	570	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				01/04/90 173137	Continuation of File No. 173137.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	569	Karyn A. Rose, Elvia E. Salazar Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				03/17/88 173137	Amendment to File No. 173137; correction to counterpart attached to Fifth Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	568	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust	Hopkins County, Kentucky	07/10/90	X	X				01/22/88 173137	Amendment to File No. 173137; Fifth Supplemental Mortgage.

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		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	567	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				06/12/87 173137	Amendment to File No. 173137; Fourth Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	563	Continental Illinois national Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				05/26/87 173137	Amendment to File No. 173137; Second Supplemental Mortgage.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	564	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				05/26/87 173137	Amendment to File No. 173137; Third Supplemental Mortgage.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	561	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				11/07/86 173137	Partial Release of File No. 173137; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	562	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Hopkins County, Kentucky	07/10/90	X	X				11/07/86 173137	Amendment to File No. 173137; Change of Debtor's address to 331 Salem Place, Fairview Heights,

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		Chicago, Illinois 60697									Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	557	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				01/31/85 173137	Mortgage Deed of Trust Assignment of Production, Security Agreement and Financing Statement from Debtor to Secured Party dated 01/31/85 ("Mortgage").
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	558	Karyn A. Rose, Trustee Marie Coco, Trustee Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Hopkins County, Kentucky	07/10/90	X	X				01/06/85 173137	Amendment to File No. 173137; First Supplemental Mortgage.
Zeigler Coal Company	571	N/A	Hopkins County, Kentucky	07/10/90			X	X	X		Final Order dated 01/20/87 Case No. 85-CA-2072-S in favor of Edward Hopkins, Jr., John Calhoun Wells Commissioner of Labor and Custodian of the Special Fund and Coal Miners Pneumoconiosis Fund; Workers' Compensation Board.
Zeigler Coal Company	572	N/A	Hopkins County, Kentucky	07/10/90			X	X	X		No Record.
Zeigler Coal Company 331 Salem Place	407	Continental Bank, N.A. F/K/A Continental Illinois	Secretary of State, Missouri	06/28/90	X					01/09/90 1819433	Continuation of File No. 1162738.

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Fairview Heights, Illinois 62208		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	533	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					01/09/90 1819432	Continuation File No. 1162739.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	532	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					02/24/88 1560782	Amendment to File No. 1162739; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	406	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					01/22/88 1547994	Amendment to File No. 1162738; the original financing statement is amended and restated to reflect the contracts that the Secured Party has an interest under.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place	531	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Missouri	06/28/90	X					01/22/88 1547993	Amendment to File No. 1162739; the original financing statement is amended and restated to

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Fairview Heights, Illinois 62208		Chicago, Illinois 60697									reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	405	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					07/28/87 1486133	Amendment to File No. 1162738; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	403	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					03/23/87 1437185	Amendment to File No. 1162738; Third Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	404	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					03/23/87 1437186	Amendment to File No. 1162738; Second Amendment to Assignment Of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	414	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					03/23/87 1437187	Amendment to File No. 1162739; Letter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc. as a Debtor and all references to it in the underlying Loan Documents.
Zeigler Coal Company	418	Continental Illinois	Secretary of State,	06/28/90	X					03/23/87	Amendment to File No.

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Missouri							1437188	1162739; correction to spelling of Debtor's name.
Zeigler Coal Company Jefferson Oil and Gas Corporation 331 Salem Place Fairview Heights, Illinois 62208	420	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					03/23/87 1437189	Amendment to File No. 1162739; Second Amendment to Security Agreement.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	421	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					03/23/87 1437190	Amendment to File No. 1162739; Third Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	412	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					11/10/86 1389313	Partial Release of File No. 1162739; specific equipment released.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	413	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Missouri	06/28/90	X					11/10/86 1389314	Amendment to File No.1162739; Change of Debtor's address to 331 Salem Place, Fairview

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NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
		Chicago, Illinois 60697									Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	402	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					01/13/86 1282093	Amendment to File No. 1162738; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	411	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					01/13/86 1282092	Amendment to File No. 1162739; First Amendment to Security Agreement.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	399	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					02/14/85 1166011	Amendment to File No. 1162738; Assumption Certificate listing certain Agreement assumed by Debtor.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	409	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					02/14/85 1166012	Amendment to File No. 1162739; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	398	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					02/05/85 1162738	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85

UCC SEARCH RESULTS
BY STATE IN REVERSE CHRONOLOGICAL ORDER

NAME AS SHOWN ON STATEMENT	CONTROL	SECURED PARTY	JURISDICTION	SEARCH THRU DATE	UCC	FIX.	FED TAX LIENS	ST. TAX LIENS	JUDGE.	FILE DATE & NO.	SEARCH RESULTS
											("Assignment of Contract") Schedule I Attached listing specific contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	408	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Missouri	06/28/90	X					02/05/85 1162739	Security Agreement and Financing Statement between Debtor its subsidiaries and Secured Party ("Security Agreement") Blanket Security interest (location of inventory and equipment attached).
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	432	Continental Bank, N>A> F?K?A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			01/05/90 589326	Continuation of File No. 029763.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	552	Continental Bank, N.A. F/K/A Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			01/05/90 589325	Continuation of File No. 029764.
Zeigler Coal Company Jefferson Oil and Gas	551	Continental Illinois National Bank and Trust	Secretary of State, Texas	06/25/90	X		X			02/25/88 630939	Amendment to File No. 029764; the original

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Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018		Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697									financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	431	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			01/22/88 613171	Amendment to File No. 029763; the original financing statement is amended and restated to reflect the contracts that the Secured Party has an interest under.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	550	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			01/22/88 613170	Amendment to File No. 029764; the original financing statement is amended and restated to reflect the Secured Party's blanket security interest.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	430	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			07/28/87 999561	Amendment to File No. 029763; Fourth Amendment to Assignment of Contracts.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	428	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street	Secretary of State, Texas	06/25/90	X		X			03/23/87 645430	Amendment to File No. 029763; Second Amendment to Assignment of Contracts.

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		Chicago, Illinois 60697									
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	429	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			03/23/87 645441	Amendment to File No. 029763; Third Amendment to Assignment of Contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. Des Plaines, Illinois 60018	544	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			03/23/87 645434	Amendment to File No.029764; Leter Agreement dated 01/30/87 between Debtor and Secured Party amending among other things removing Zeto Industries Inc. as a Debtor and all references to it in the underlying Loan Documents.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	545	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			03/23/87 645435	Amendment to File No. 029764; Correction of spelling of Debtor's name.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road	549	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			03/23/87 645440	Amendment to File No. 029764; Third Amendment to Security Agreement.

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Des Plaine, Illinois 60018											
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	542	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			11/05/86 578687	Partial Release of File No. 029764.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	427	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			02/18/86 617391	Amendment to File No. 029763; First Amendment to Assignment of Contracts.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	541	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			02/12/86 614979	Amendment to File No. 029764; First Amendment to Security Agreement.
Zeigler Coal Company 331 Salem Place Fairview Heights, Illinois 62208	543	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			11/05/85 578688	Amendment to File No. 029764; Change of Debtor's address to 331 Salem Place, Fairview Heights, Illinois 62208.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	426	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			03/08/85 667055	Amendment to File No. 029763; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company	540	Continental Illinois	Secretary of State, Texas	06/25/90	X		X			03/08/85	Amendment to File No.

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2700 River Road Des Plaines, Illinois 60018		National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697								667054	029764; Assumption Certificate listing certain Agreements assumed by Debtor.
Zeigler Coal Company 2700 River Road Des Plaines, Illinois 60018	425	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			02/05/85 029763	Assignment of Contracts for Security Purposes and Financing Statement between Debtor and Secured Party dated 01/31/85 ("Assignment of Contract") Schedule I attached listing specific contracts.
Zeigler Coal Company Jefferson Oil and Gas Corporation Zeto Industries, Inc. 2700 River Road Des Plaines, Illinois 60018	539	Continental Illinois National Bank and Trust Company of Chicago 231 South LaSalle Street Chicago, Illinois 60697	Secretary of State, Texas	06/25/90	X		X			02/05/85 029764	Security Agreement and Financing Statement between Debtor, its subsidiaries and Secured Party ("Security Agreement") Blanket Security interest (location of inventory and equipment attached).
Zeigler Coal Company	433	N/A	Secretary of State, Texas	06/25/90			X				No Record.

ACKNOWLEDGEMENT

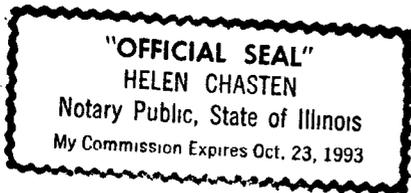
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

I, Helen Chasten, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 20th day of July, 1990, there appeared before me severally each of the following persons, being either the designated officer of the corporation or association set opposite his name, and each such corporation and association being a party to the foregoing instrument:

Michael Reilly, Chairman & Pres, of Zeigler Coal ~~Mining~~ Company, a Delaware corporation, whose address is 331 Salem Place, Fairview Heights, Illinois 62208.

Gregory G. Tallas, Vice President, of The First National Bank of Chicago, a national banking association, whose address is One First National Plaza, Suite 0363, Chicago, Illinois 60670, and as agent for other lenders.

The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation or association set opposite their names on behalf of said corporation or association.



Helen Chasten
Notary Public
(SEAL)