

## MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that THE WHITT GROUP OF WEST VIRGINIA INC., a West Virginia corporation having an address at 330 Ridgewood Drive, Beaver, West Virginia 25813 ("Whitt Group") and NEW CENTURY MINING, INC., a West Virginia corporation having an address at 330 Ridgewood Drive, Beaver, West Virginia 25813 ("New Century")(Whitt Group and New Century are hereinafter jointly and severally referred to as "Mortgagor" or "Borrower") for consideration paid and in order to secure the indebtedness and obligation hereinafter set out, does hereby grant, bargain, sell, convey, transfer, assign and set-over unto SPRAGUE ENERGY CORP., a Delaware corporation having an address at Two International Drive, Suite 200, Portsmouth, New Hampshire 03801-6809 (hereinafter called "Mortgagee" or "Lender"), with MORTGAGE COVENANTS, UPON THE CONDITIONS provided herein, the Mortgaged Property (as defined below) to secure the Obligations (as defined below).

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenance thereto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

The term Borrower shall include, wherever the context permits, the above-named Whitt Group and New Century, together with their respective successors and assigns. The term Lender shall include, wherever the context permits, its successors and assigns as the holder for the time being of this Mortgage and Security Agreement and the Notes and other Obligations hereby secured.

This Mortgage and Security Agreement is granted pursuant to the terms, provisions and conditions of an agreement captioned "Consolidated Loan Agreement" dated as of even date between Borrower and Lender (the "Loan Agreement"). Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement.

The term "Mortgaged Property" shall mean and include all of the following described property:

A. Real Estate. The land more particularly described on Exhibit A which is annexed hereto and made a part hereof ("Land") together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as the Oak Mountain Mine, the Gholson Mine and the Kodiak Mine located in Shelby and Bibb Counties in the State of Alabama, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto ("Real Estate");

B. Fixtures. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Borrower, or in which Borrower has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or

Mortgage & Security Agreement  
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hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all mining equipment, portable or sectional buildings, bathroom, plumbing, heating, lighting, electrical, hydraulic, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators, conveyors and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, alarm systems, and other fixtures whether or not included in the foregoing enumeration ("Fixtures");

C. Additional Appurtenances. All bridges, tunnels, channels, borings, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Real Estate and all right, title and interest of Borrower in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Borrower in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights ("Additional Appurtenances");

D. Awards. All of the right, title and interest of Borrower in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property ("Awards");

E. Leases, Minerals and Mining Rights. All leases, mineral and mining rights now or hereafter granted, obtained or entered into of and with respect to the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Borrower thereunder, including, without limitation, cash, letters of credit, bonds or securities deposited thereunder to secure performance of obligations thereunder, whether such cash, letters of credit, bonds or securities are to be held until the expiration of the terms of such leases, rights or agreements or applied to one or more of the installments of rent or royalties coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the profits and proceeds thereunder ("Leases"); and

F. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Borrower of every nature and description, and used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all of the "Designated Equipment" identified on Exhibit C attached hereto and incorporated herein by reference, and all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the



Uniform Commercial Code in effect in the state where the Real Estate is situated) and further including, without any such limitation, the following whether or not included in the foregoing; materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Lender; any cash collateral deposited with Lender; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Borrower under contracts with respect to the Real Estate or any other portion of the Mortgaged Property, or the Project; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property ("Insurance Proceeds"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

The term "Obligations" shall mean and include:

A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by a certain bridge promissory note ("Bridge Loan Note") dated as of even date herewith, including any extensions, renewals, replacements, modifications and amendments thereof, in the original amount of ONE MILLION ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,115,000) given by Borrower to the order of Lender;

B. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by a certain term promissory note ("Term Loan Note") dated as of even date herewith, including any extensions, renewals, replacements, modifications and amendments thereof, in the original amount of NINE HUNDRED SEVENTY NINE THOUSAND DOLLARS (\$979,000) given by Borrower to the order of Lender;

C. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Borrower under and pursuant to this Mortgage or the Loan Agreement and also by Borrower under and pursuant to each of the other Loan Documents referred to in, or executed in connection with, the Loan Agreement;

D. The payment of all reasonable costs, expenses, legal fees and liabilities incurred by Lender in connection with the enforcement of any of Lender's rights or remedies under this Mortgage, the other Loan Documents, or any other instrument, agreement or document which evidences or secures any other Obligations or collateral therefor, whether now in effect or hereafter executed; and

E. The payment, performance, discharge and satisfaction of all other liabilities and obligations of Borrower to Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including, without limitation express or implied upon the generality of the foregoing, each liability and obligation of Borrower under any one or more of the Loan Documents and any amendment, extension, modification, replacement or recasting of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby.

This instrument is sometimes referred to as "this Mortgage". The Bridge Loan Note and the Term Loan Note are sometimes herein referred to as the "Notes".

Borrower hereby grants to Lender a continuing security interest in all of the Mortgaged Property in which a security interest may be granted under the Uniform Commercial Code as such is in effect in the State or jurisdiction where said Mortgaged Property is located, including, without limitation, the Fixtures, and the Personal Property, together with all proceeds and products, whether now or at any time hereafter acquired and used in any way in connection with the development, construction, marketing or operation of the Real Estate, or in connection with the Project, to secure all Obligations.

This instrument is intended to take effect as a real estate mortgage and a security agreement pursuant to Alabama law (or such other law as may be applicable to the Mortgaged Property) and is to be filed with the Shelby and Bibb County Registries of Deeds as a financing statement pursuant thereto.

Borrower covenants, warrants, represents and agrees with Lender, its successors and assigns, that:

1. Title. Borrower has good record and marketable title to the Mortgaged Property and has good right, full power and lawful authority to grant and convey the same in the manner aforesaid; and that the Mortgaged Property are free and clear of all encumbrances and exceptions, except for the Permitted Title Exceptions, if any, as set forth on Exhibit B which is annexed hereto and made a part hereof. Borrower shall make any further assurances of title that Lender may in good faith require including, without limitation, such further instruments as may be requested by Lender to confirm the assignment to Lender of all Awards.

2. Performance of Obligations. Borrower shall pay the Notes and interest thereon as the same shall become due and payable, and pay and perform and observe all of the obligations and conditions set forth in the Notes, this Mortgage and Security Agreement, the Loan Agreement, and each of the other Loan Documents or other agreements, if any, executed by Borrower in connection with the Loan.



3. Protection and Maintenance. Borrower shall protect and maintain, or cause to be maintained, in good, first-class and substantial order, repair and tenantable condition at all times, consistent with the construction of the Improvements contemplated by the Loan Agreement, the buildings and structures now standing or hereafter erected on the Mortgaged Property, and any additions and improvements thereto, and all Personal Property now or hereafter situated therein, and the utility services, the parking areas and access roads, and all building fixtures and equipment and articles of personal property now or hereafter acquired and used in connection with the operation of the Mortgaged Property. Borrower shall promptly replace any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of similar character.

4. Insurance Coverages. Borrower shall insure the Mortgaged Property and the operation thereof with such coverages and in such amounts as are required by the provisions of the Loan Agreement and shall at all times keep such insurance in full force and effect. The original or certified copies of all such policies of insurance (or certificates or binders thereof issued by the insurer in form, content and manner of execution reasonably satisfactory to Lender) shall be delivered to Lender, and Borrower shall deliver to the Lender a new policy or certified copy thereof (or such a certificate) as replacement for an expiring policy (or such a certificate) required to be deposited hereunder together with proof of payment of the premiums therefor annually in advance at least thirty (30) days before the date of such expiration. Borrower hereby irrevocably appoints Lender its true and lawful attorney-in-fact, with full power of substitution, to assign any such policy in the event of the foreclosure of this Mortgage.

5. Insurance Proceeds. Subject to the provisions of the Loan Agreement relating to the application of insurance proceeds, the proceeds of any hazard insurance shall be applied to or toward the indebtedness secured hereby in such order as Lender may determine. Notwithstanding anything in this Section 5 to the contrary, however, if the insurer denies liability to Borrower, Borrower shall not be relieved of any obligation under Section 3 of this Mortgage. If, pursuant to the provisions hereof and of the Loan Agreement, Lender applies insurance proceeds to the Notes and does not release the same to Borrower, the obligation of Borrower to repair, restore or rebuild shall be limited to taking all actions reasonably required to make the Mortgaged Property safe and in compliance with Legal Requirements and to restore the undamaged portion to an economically functional unit to the extent that it is reasonably possible to do so.

6. Eminent Domain. Subject to the provisions of the Loan Agreement relating to the application of condemnation proceeds, the Awards of damages on account of any condemnation for public use of, or injury to, the Mortgaged Property shall be paid to Lender; such Awards shall, at the option of Lender, be applied to or toward the indebtedness secured hereby in such order as Lender may determine, or in the case of a partial taking, at Lender's discretion, may be so applied or released to Borrower upon such conditions as Lender may prescribe to be applied to restoration of that part of the Mortgaged Property which remains, but not more than such portion of such Awards as may be required to restore or repair such damage or injury shall be so released; and any balance remaining shall be applied by Lender to or toward the indebtedness secured hereby in such

order as Lender may determine. If Lender applies such Awards to the Notes and does not release the same to Borrower, the obligation of Borrower to repair, restore or rebuild shall be limited to taking all actions reasonably required to make the Mortgaged Property, or what remains thereof, safe and in compliance with Legal Requirements and to restore the remaining portion to an economically functional unit to the extent that it is reasonably possible to do so.

7. No Waste; Compliance With Law. Borrower shall not commit or suffer any strip or waste of the Mortgaged Property, or any portion thereof, or any violation of any law, rule, regulation, ordinance, license or permit, or the requirements of any licensing authority affecting the Mortgaged Property or any business conducted thereon, and shall not commit or suffer any demolition, removal or material alteration of any of the Mortgaged Property (except for the replacement of Fixtures and Personal Property in the ordinary course of business, so long as items of comparable value and quality are installed free and clear of liens in favor of any other party), without the express prior written consent of Lender in each instance which consent shall not be unreasonably withheld or delayed, and shall not violate nor suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property, and in all respects Borrower shall do all things necessary to comply with, and keep in full force and effect all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes, including, without limitation express or implied, the licenses, permits and authorizations referenced in the Loan Agreement.

8. Environmental and Related Matters; Indemnification.

A. The Borrower shall at all times comply with all of the terms, conditions and provisions imposed on Borrower under the Environmental Indemnity. The term Legal Requirements shall have the meaning set forth in the Loan Agreement and the term Environmental Legal Requirements shall have the meaning set forth in the Environmental Indemnity.

B. Borrower shall not suffer or permit any violation to exist under, and shall comply with, all Environmental Legal Requirements with respect to the Mortgaged Property or any other property of Borrower.

C. Borrower shall not use, or permit the use of, all or any portion of the Mortgaged Property for the storage, treatment, use or disposal of any substance for which a license or permit is required by Environmental Legal Requirements, except for the storage of gasoline in automobiles parked at the Mortgaged Property, storage of diesel fuel to run emergency generators and pumps, the storage of waste oil for a building transformer, or similar substances now or hereafter typically found in first-class properties of a nature similar to the Mortgaged Property, and then only so long as all required licenses and permits are obtained and all Environmental Legal Requirements are complied with.



D. Without limitation express or implied upon any other requirements of this Mortgage, Borrower shall pay all such sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Mortgaged Property under any Environmental Legal Requirement.

E. Borrower shall at all times maintain and use the Mortgaged Property in compliance with all applicable Environmental Legal Requirements including, without limitation, those imposed by Alabama law, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq.; Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 et seq.; Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 et seq.; Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. App. §§1808 et seq.; Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 et seq.; Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq.; Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq.; National Environmental Policy Act of 1969, 42 U.S.C. §§4321 et seq.; and Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) et seq.; each as the same may be amended from time to time and shall require each tenant or occupant of the Mortgaged Property to so comply.

F. Borrower shall at all times comply with all of the terms, conditions and provisions imposed on the Indemnitors under the Environmental Indemnity and (except as set forth in and limited by Section 19 of the Environmental Indemnity) both before and after the repayment of the Note, at Borrower's sole cost and expense, indemnify, exonerate and save harmless Lender and each other Indemnified Party (as defined in the Environmental Indemnity), against and from all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind whatsoever, including, without limitation, reasonable attorneys' fees and experts' fees and disbursements which may at any time be imposed upon, incurred by or asserted or awarded against Lender or any other Indemnified Party and arising from or out of any violation of the obligations of the Indemnitors or either of them under the Environmental Indemnity.

9. Payment of Taxes and Prevention of Liens. Borrower shall pay before delinquent or before any penalty for nonpayment attaches thereto, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes. Borrower may apply for tax abatements and prosecute diligently and in good faith claims for refund so long as: (i) no additional taxes, interest thereon or penalties are incurred thereby, (ii) a sufficient tax reserve fund as determined by Lender in good faith has been deposited with Lender, and (iii) no proceedings are instituted to divest Borrower of title to all or any portion of the Mortgaged Property. Borrower shall pay all sums

which, if unpaid, may result in the imposition of a lien on the Mortgaged Property before such lien may attach (except that real estate taxes need not be paid prior to the due date thereof) or which may result in conferring upon a tenant of any part or all of the Mortgaged Property a right to recover such sums as prepaid rent.

10. Due On Sale; No Other Encumbrances; No Transfer of Ownership Interests; Failure to Comply with Permitted Exceptions. Except as otherwise specifically provided for in the Loan Agreement with respect to Permitted Transactions, or in this Mortgage, it shall be an Event of Default under the Loan Agreement, a breach of the conditions of this Mortgage and an event permitting Lender to accelerate all indebtedness secured hereby, if, without Lender's prior written consent in each instance, which consent may be granted, withheld or conditionally granted in Lender's sole discretion: (a) there is any sale, conveyance, transfer or encumbrance of, or lien imposed upon, all or any portion of the Mortgaged Property; or (b) there is any transfer or assignment of, or grant of any security interest in, any of the direct or indirect ownership interests in Borrower; or (c) there is a failure to comply with the provisions of, or there is a default under, any of the Permitted Title Exceptions unless cured within any applicable grace period provided for in the applicable Permitted Title Exception.

11. Lender's Rights. If Borrower shall neglect or refuse: (a) to maintain and keep in good repair the Mortgaged Property or any part thereof as required by this Mortgage or the Loan Agreement, or (b) to maintain and pay the premiums for insurance which may be required by this Mortgage or the Loan Agreement, or (c) to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as required by this Mortgage or the Loan Agreement, or (d) to pay the sums required to be paid by this Mortgage or the Loan Agreement, or (e) to satisfy any other terms or conditions of this Mortgage, or any instrument secured hereby, Lender may, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days prior written notice (except in the case of (i) an emergency where there is danger to person or property, or (ii) required insurance coverage would lapse, or (iii) an Event of Default exists, in each of which events no notice shall be required), cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges, and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale (or lease) of any property included as a part of the Mortgaged Property, and pay any amounts as Lender deems reasonably necessary or appropriate to satisfy any term or condition of this Mortgage, which Borrower shall have failed to satisfy, or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by Lender at the Default Rate as provided in the Note or Loan Agreement shall be immediately due and payable by Borrower to Lender and until paid shall be secured hereby equally and ratably, and the same may be collected as part of said principal debt in any suit hereon or upon the Note. No payment by Lender shall relieve Borrower from any default hereunder or impair any right or remedy of Lender consequent thereon.



12. Tax Reserve and Insurance Reserve. Borrower shall, upon the request of Lender, from time to time, pay to Lender on dates upon which installments of interest are payable under the Note or the Loan Agreement or monthly, as determined by Lender, such amount as Lender from time to time estimates as necessary to create and maintain a reserve fund from which to pay before the same become due: (a) all taxes, assessments, liens and charges on or against the Mortgaged Property, and (b) all premiums for insurance policies which are required by this Mortgage. Such payments, if so requested, shall be invested in a non-interest bearing account which shall be held by Lender as Cash Collateral, and so long as no Event of Default exists hereunder or under any of other Loan Documents, shall be paid to or for Borrower's benefit as set forth below. Payments from such reserve fund for said purposes may be made by Lender at its discretion even though subsequent owners of the property described herein may benefit thereby. In the event of any Event of Default under the Loan Agreement or under the terms of this Mortgage, any part or all of such reserve fund may be applied, at the option of Lender, to cure any such Event of Default or to any part of the indebtedness hereby secured and, in refunding any part of said reserve fund, Lender may deal with whomever is the record owner of such property at that time. Prior to an Event of Default, the amount in such reserve fund, but not in excess of the applicable real estate taxes or insurance premiums then due, shall be paid to the taxing authority or the insurer upon written request of Borrower provided that such request is accompanied by the applicable current billing from the taxing authority or the insurer.

13. Certain Expenses. If any action or proceeding is commenced, including, without limitation, an action to foreclose this Mortgage and Security Agreement or to collect the debt hereby secured, to which action or proceeding Lender is made a party by reason of the execution of this Mortgage and Security Agreement, or by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage and Security Agreement, or if in Lender's judgment it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage and Security Agreement, all sums reasonably paid or incurred by Lender for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage and Security Agreement or any other Loan Document, shall be paid by Borrower, or may at the option of Lender, if not so paid, be added to the debt secured hereby and shall be secured hereby equally and ratably and shall bear interest until paid at the Default Rate set forth in the Note or the Loan Agreement.

14. Regarding Leases. Except as otherwise provided in the Loan Agreement, Borrower shall not enter into any leases or occupancy agreements with respect to the Mortgaged Property and shall not modify or amend any such leases or occupancy agreements without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld or conditioned. As to each permitted lease or occupancy agreement, Borrower will perform every material obligation of the lessor and, to the extent commercially reasonable, will enforce every material obligation of the lessee in the leases in effect with respect to all or any part or all of the Mortgaged Property and, except as otherwise provided in the Loan Agreement, Borrower will not: (i) cancel any such lease,

nor terminate or accept a surrender thereof, or reduce the rent payable thereunder or modify or amend any such lease; (ii) accept any prepayment of rent thereunder (except any rent which may be required to be prepaid by the terms of any such lease); or (iii) enter into any new leases, without first obtaining on each occasion the prior written consent of Lender, which consent shall not be unreasonably withheld or conditioned. If any portion of the Mortgaged Property are leased or rented for residential purposes, Borrower shall comply with all legal requirements pertaining to security deposits, last month's rent, and interest thereon, and Borrower shall defend, indemnify and save harmless Lender with respect to all claims relating thereto. As to all leases and occupancy agreements, Lender, at its option from time to time, may require that all security deposits and similar funds or security provided by a lessee or occupant be deposited with Lender, or with an escrow agent satisfactory to Lender, subject to the rights of the lessee or occupant, but otherwise subject to a security interest in favor of Lender.

15. Declaration of Subordination. At the option of Lender, which may be exercised at any time or from time to time, by written notice to Borrower and to any applicable tenant, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or condemnation proceeds), to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender and recording or filing thereof, at any time hereafter in the appropriate registry of deeds wherein the Mortgaged Property are situated of a unilateral declaration to that effect.

16. Further Assignment by Borrower. Borrower hereby further assigns to Lender as security for the Obligations the lessor's interests in any or all leases, now or hereafter outstanding, and to the extent it may lawfully do so Borrower's interests in all agreements, contracts, licenses and permits, now or hereafter outstanding, affecting all or any portion of the Mortgaged Property. Borrower shall execute, acknowledge and deliver such further or confirmatory assignments thereof, by instruments in form satisfactory to the Lender, as Lender may reasonably require. Borrower hereby authorizes Lender in the event of foreclosure, to sell and assign said interests to the purchaser at foreclosure, but neither such assignment nor any such future assignment shall be construed as binding Lender to any lease, agreement, contract, license or permit so assigned, or to impose upon Lender any obligations with respect thereto. Borrower hereby irrevocably appoints Lender, or any agent designated by Lender, the true and lawful attorney-in-fact of Borrower, with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Borrower which Borrower fails or refuses to do. In the event of any conflict between the provisions of this Section and the provisions of the Collateral Assignment of Leases and Rents, or any of the other Loan Documents, the Lender shall have the right, from time to time, to determine which provision shall govern.

17. UCC Filing. Borrower upon Lender's written request shall promptly cause this Mortgage and Security Agreement and any required financing statements to be recorded and re-recorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or reasonably deemed advisable by Lender to create, preserve or protect the priority hereof and of



any lien created hereby upon the Mortgaged Property or any part thereof; and Borrower shall from time to time do and cause to be done all such things as may be required by Lender, or required by law, including all things which may from time to time be necessary under the Uniform Commercial Code of the State of Alabama fully to create, preserve and protect the priority hereof and of any lien created hereby upon said property. Borrower hereby irrevocably appoints Lender, or any agent designated by Lender, the true and lawful attorney-in-fact of Borrower, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Borrower which Borrower fails or refuses to do.

18. Right to Deal with Successor. Lender may, without notice to any person, deal with any successor in interest of Borrower herein regarding this Mortgage and the debt hereby secured in all respects as it might deal with Borrower herein, without in any way affecting the liability hereunder or upon the debt hereby secured of any predecessor in interest of the person so dealt with; and no sale of the premises hereby mortgaged, nor any forbearance on the part of Lender, nor any extension by Lender of the time for payment of the debt hereby secured, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the equity owner at the time of such sale, forbearance or extension.

19. Acceleration of Debt. If there is an Event of Default under the Note or the Loan Agreement or if an event occurs which pursuant to the Note or the Loan Agreement entitles Lender to accelerate or demand the amounts due under the Note, then, at the option of Lender, the entire indebtedness hereby secured shall become immediately due and payable without further notice.

20. Additional Rights of Lender.

20.1 Enter and Perform. Borrower authorizes Lender, in addition to all other rights granted by law or by this Mortgage, or by any of the other Loan Documents, whenever and as long as any Default hereunder or under the Loan Agreement shall exist and remain uncured beyond the applicable grace period, if any, and without notice beyond the notice, if any, required to be given by the terms of the Note or the Loan Agreement, or upon the occurrence of an Event of Default under the Loan Agreement, to enter and take possession of all or any part of the Mortgaged Property and to use, lease, operate, manage and control the same and conduct the business thereof, and perform lessor's obligations under any lease or Borrower's obligations under any other agreement affecting all or any part of the Mortgaged Property, and collect the rents, profits and all receipts of every nature therefrom as Lender shall deem best.

20.2 Repairs and Improvements. Upon every such entry, Lender may from time to time at the expense of Borrower make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as Lender may deem proper, but in no event shall Lender be obligated to do so, and may, but shall not be obligated to, exercise all rights and powers of Borrower, either in the name of Borrower, or otherwise as Lender shall determine. Without limitation express or implied upon the generality of the foregoing, Lender shall have the right to do all things necessary

or desirable in order to keep in full force and effect all applicable licenses, permits and authorizations and any amendments thereto.

**20.3 Pay Costs and Expenses.** Upon such entry, Lender may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary or deemed by it appropriate for the holding and operating of the Mortgaged Property, the conduct of any business thereon, the maintenance, repair, replacement, alteration, addition and improvement of the Mortgaged Property, including without limitation payments of taxes, assessments, insurance, wages of employees connected with the Mortgaged Property or any business conducted thereon, charges and reasonable compensation for services of Lender, its attorneys and accountants and all other persons engaged or employed in connection with the Mortgaged Property or of any business conducted thereon and, in addition, Lender, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession.

**20.4 Add to Secured Indebtedness.** All obligations so paid or incurred by Lender shall be reimbursed or paid for by Borrower upon demand and prior to the repayment thereof shall be added to the debt secured hereby and shall bear interest at the highest Default Rate provided for in the Note or the Loan Agreement, and shall be secured hereby equally and ratably. Lender may also reimburse itself therefor from the income or receipts of the Mortgaged Property or any business conducted thereon, or from the sale of all or any portion of the Mortgaged Property. Lender may also apply toward any of the Obligations any tax or insurance reserve account, deposit or any sum credited or due from Lender to Borrower without first enforcing any other rights of Lender against Borrower or the against any endorser or guarantor of any of the Obligations or against the Mortgaged Property.

**20.5 Attorney-In-Fact.** Borrower hereby irrevocably constitutes and appoints Lender, or any agent designated by Lender, for so long as this Mortgage remains undischarged of record, as attorney-in-fact of Borrower to execute, acknowledge, seal and deliver all instruments, agreements, deeds, certificates and other documents of every nature and description in order to carry out or implement the exercise of Lender's rights hereunder and under the other Loan Documents.

**21. Contest of Laws.** Subject always to the additional terms and conditions set forth in Section 10.1 of the Loan Agreement, Borrower shall have the right to contest by appropriate legal proceedings, but without cost or expense to Lender, the validity of any Legal Requirements affecting the Mortgaged Property subject to the provisions of the Loan Agreement and the Environmental Indemnity dealing with the right to contest, but only if compliance may be so contested without: (a) the imposition of any charge, lien or liability against the Mortgaged Property, (b) the loss or suspension of any license, right or permit with respect to the Mortgaged Property, and (c) causing any Default to exist under the Loan Agreement or any other Loan Document. Subject to the foregoing, Borrower may postpone compliance therewith until the final determination of any such proceedings, provided it shall be prosecuted with due diligence and dispatch, and if any lien or



charge is incurred, Borrower may, nevertheless, make the contest and delay compliance, provided Lender is furnished with security satisfactory to Lender in its sole and absolute discretion against any loss or injury by reason of such noncompliance or delay and provided further that the same is and may be done without causing any Default to exist under the Loan Agreement or any of the other Loan Documents.

22. Notices. Any demand, notice or request by either party to the other shall be given in the manner provided therefor in the Loan Agreement.

23. Lender Not Obligated: Cumulative Rights. Nothing in this instrument shall be construed as obligating Lender to take any action or incur any liability with respect to the Mortgaged Property or any business conducted thereon, and all options given to Lender are for its benefit and shall and may be exercised in such order and in such combination as Lender in its sole discretion may from time to time decide.

24. Severability. In case any one or more of the provisions of this Mortgage and Security Agreement, the Note, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter not prohibited by applicable law.

25. No Waiver. No consent or waiver, express or implied, by Lender to or of any Default by Borrower shall be construed as a consent or waiver to or of any other Default at the same time or upon any future occasion.

26. Power of Sale. This Mortgage is upon the condition that all covenants and agreements of, and conditions imposed upon Borrower contained herein and in the Notes, the Loan Agreement, and the other instruments and agreements evidencing or securing the Obligations secured hereby shall be kept and fully performed, for any breach of which (remaining uncured beyond the grace period, if any, provided herein or therein, or in the Loan Agreement) Lender shall have the POWER OF SALE, and upon the further condition that upon default (remaining uncured as aforesaid) Lender shall have as to the Personal Property all the rights and remedies of a Secured Party under the Uniform Commercial Code as now in effect in the State of Alabama including, but not limited to, the option to proceed as to both the Real Estate and Personal Property under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided in the State of Alabama for a Secured Party, and upon the further condition that all rights of Lender under this Mortgage and the other Loan Documents as to the Personal Property and the Real Estate may be exercised together or separately and, at Lender's discretion, in connection with the exercise by Lender of its rights under any one or more of the Loan Documents.

In exercising its power of sale under this instrument, Lender may sell the Personal Property, or any part thereof, either separately from or together with the Real Estate and the balance of the Mortgaged Property, or any part thereof, either as one parcel or unit or in such separate parcels or units, all as Lender may in its discretion elect; and may so sell the Mortgaged Property, or the Real Estate, as one parcel or unit or in such separate parcels or units, all as Lender may in its discretion elect; and may so sell the Mortgaged Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation secured by the Mortgaged Property, also as Lender may in its discretion elect.

In the event of any separate sale of Personal Property, Lender will give to Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid to the address of Borrower as provided in this Mortgage at least ten (10) days before the time of the sale or other disposition.

In the event of any sale of the real property, Mortgagee shall have the right to sell the same, in parcel or en masse, before the Courthouse door in the county where the above-described real estate is located, at public outcry for cash, after having given notice of the time, place and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in the applicable county in which the real estate is located, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased. Mortgagee may bid at said sale and purchase said property, or any part thereof, if the highest bidder therefor.

Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

After foreclosure of this mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

If Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable (and all other indebtedness of Mortgagor to Mortgagee now in existence or hereinafter contracted or arising, joint or severally, contingent or absolute, direct or indirect, liquidated or unliquidated), and any and all renewals and extensions thereof, and shall do and perform all acts and agreements to be done and performed by Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void, and Mortgagee shall satisfy this mortgage at the expense of Mortgagor.

27. Waivers By Borrower. Borrower, to the fullest extent that Borrower may do so, hereby:  
(a) agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or



advantage of any law now or hereafter in force providing for any appraisal, valuation, stay or extension, or any redemption after foreclosure sale, and waives and releases all rights of redemption after foreclosure sale, valuation, appraisal, stay of execution, notice of election to mature or declare due the debt secured hereby; and (b) waives all rights to a marshaling of the assets of Borrower, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of a sale hereunder of the Mortgaged Property, and agrees not to assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage and Security Agreement or the Note to a sale of the Mortgaged Property for the collection of the indebtedness evidenced by the Note without any prior or different resort for collection, or the right of Lender to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever.

28. Business Loan; Not Personal Residence. Borrower covenants, warrants and represents that all of the proceeds of the Note secured hereby shall be used for business or commercial purposes, none of the proceeds of the Note secured hereby shall be used for personal, family or household purposes.

29. Certification. The undersigned each hereby certify that each Borrower is a duly organized, validly existing corporation organized and in good standing under the laws of the State of West Virginia and that the execution and delivery hereof and of all of the other Loan Documents by each Borrower has been duly authorized by a resolution of shareholders and directors which is in full force and effect.

30. Headings. Headings and captions in this Mortgage are for convenience and reference only and the words and phrases contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of any of the provisions hereof.

31. Time of Essence. Time shall be of the essence of each and every provision of the Loan Agreement, the Note, this Mortgage and each of the other Loan Documents.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed and delivered as a sealed instrument as of the 24 day of April, 2000.

BORROWER:

THE WHITT GROUP OF WEST VIRGINIA INC.

Attest:  
[Signature]  
Secretary

By: [Signature]  
Title: Pres.

And

NEW CENTURY MINING, INC.

Attest:  
[Signature]  
Secretary

By: [Signature]  
Title: Pres.

STATE OF Pennsylvania  
Allegheny COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry C. Whitt, whose name as President of The Whitt Group of West Virginia Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of April, 2000.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF Pennsylvania  
Allegheny County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Wier, whose name as PRESIDENT of New Century Mining, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of April, 2000.

Marta R. Gnazzo  
Notary Public  
My Commission Expires: \_\_\_\_\_

Notarial Seal  
Marta R. Gnazzo, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Feb. 20, 2003  
Member, Pennsylvania Association of Notaries

**EXHIBIT A**

**Annexed To And Made A Part Of The  
Mortgage And Security Agreement  
Given By**

**THE WHITT GROUP OF WEST VIRGINIA INC.  
And  
NEW CENTURY MINING, INC.**

**Legal Description**

**[Attached hereto consisting of 2 Pages]**



**EXHIBIT A**  
**Annexed To And Made A Part Of The**  
**Mortgage and Security Agreement**  
**Between**  
**Sprague Energy Corp.**  
**and**  
**THE WHITT GROUP OF WEST VIRGINIA INC.**  
**And**  
**NEW CENTURY MINING, INC.**  
**As Borrower**

**Land Description**

All of the following parcels of land, together with all improvements and structures thereon and all rights, privileges, tenements, hereditaments, appurtenances, easements and other interests therein, located in Shelby County, Alabama:

**PARCEL 1**

All that part of W 1/2 of Section 14, lying south of Norfolk Southern Railroad Right of Way, Township 21 South, Range 4 West.

Mineral and mining rights excepted.

**PARCEL II**

A tract of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in the East half of the North-East quarter of Section 29, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 21 South, Range 4 West; thence in a Westerly direction along the north boundary of said Section 180.22 feet; thence turning an angle of 50 degrees 31 minutes 33 seconds to the left in a southwesterly direction, 482.08 feet to the point of beginning of tract herein described; thence turning an angle of 93 degrees 21 minutes 45 seconds to the left in a southeasterly direction, 96.69 feet; thence turning an angle of 61 degrees 53 minutes 18 seconds to the right in a southwesterly direction, 323.04 feet; thence turning an angle of 16 degrees 19 minutes 28 seconds to the right in a southwesterly direction, 801.74 feet; thence turning an angle of 20 degrees 57 minutes 16 seconds to the right in a southwesterly direction, 303.15 feet; thence turning an angle of 55 degrees 21 minutes 07 seconds to the right in a northwesterly direction 258.54 feet; thence turning an angle of 91 degrees 40 minutes 24 seconds to the right in a northeasterly direction, 535.80 feet; thence turning an angle of 7 degrees 42 minutes 34 seconds to the right in a northeasterly direction 122.28 feet; thence turning on an angle of 10 degrees 18 minutes 36 seconds to the right in a northeasterly direction, 193.10 feet; thence turning an angle of 2 degrees 11 minutes 48 seconds to the right in a northeasterly direction, 191.47 feet; thence turning an angle of 6 degrees 59 minutes 06 seconds to the right in a northeasterly direction, 490.22 feet; thence turning an

angle of 86 degrees 36 minutes 15 seconds to the right in a southeasterly direction,  
121.64 feet to the point of beginning.

### **PARCEL III**

Commence at the Southeast corner of Section 20, Township 21 South, Range 4 West; thence run Northwesterly 290 feet, more or less, along the North line of the South diagonal of the South half of the Southeast Quarter of the Southeast Quarter of said Section 20, Township 21 South, Range 4 West to the East right of way line of Southern Railway Company, said point being the point of beginning; thence continue Northwesterly 1,201 feet, more or less, to the Northwest corner of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 20, Township 21 South, Range 4 West; thence run Southwesterly 932 feet, more or less, to the Southwest corner of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 20, Township 21 South, Range 4 West, said point also being on the South line of said Section 20, Township 21 South, Range 4 West, and also being on the North line of Section 29, Township 21 South, Range 4 West; thence run 1,474 feet, more or less, to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 29, Township 21 South, Range 4 West, said point also being on the South line of the North half of the Northeast Quarter of said Section 29, Township 21 South, Range 4 West; thence run Easterly 1,459 feet, more or less, along the South line of said North half of the Northeast Quarter of said Section 29, Township 21 South, Range 4 West to a point on the West line of a tract of land quitclaimed by USX Corporation to Oak Mountain Energy Corporation by deed dated August 24, 1996; thence run Northeasterly along the West line of said tract 207.29 feet, more or less; thence turn a deflection angle to the right of 7 degrees, 42 minutes, 34 seconds and run Northeasterly along the West line of said tract 122.28 feet; thence turn a deflection angle to the right of 10 degrees, 18 minutes, 36 seconds and run Northeasterly along the West line of said tract 191.87 feet; thence turn a deflection angle to the right of 2 degrees, 11 minutes, 40 seconds and run Northeasterly along the West line of said tract 490.22 feet; thence turn a deflection angle to the right of 86 degrees, 36 minutes, 16 seconds and run Southeasterly 100 feet, more or less, to the East right of way line of Southern Railway Company; thence run Northeasterly along the East right of way line of Southern Railway Company to the point of beginning.

Minerals and Mining rights excepted.



**EXHIBIT B**

**Annexed To And Made A Part Of The  
Mortgage And Security Agreement  
Given By**

**THE WHITT GROUP OF WEST VIRGINIA INC.  
And  
NEW CENTURY MINING, INC.**

**Permitted Title Exceptions**

**[Attached hereto consisting of 7 Pages]**

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B - Section 2**

Commitment Number 94399

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
3. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
4. Taxes and assessments for the year 2000, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment rolls, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Volume 227, page 708, Volume 203, page 766, Instrument 1995/37304 and Instrument 1996/02519 in the Probate Office of Shelby County, Alabama. (Parcel I)
6. Lack of ingress and/or egress to and from the land. (Parcel I)
7. Oil, gas and mineral lease recorded in Volume 246, page 87 and Instrument 1996/02522 in the Probate Office of Shelby County, Alabama.
8. 100 foot Southern Railway right of way. (Parcel II)
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages as recorded in Volume 280, page 47 as amended by Real 391, page 547 and Instrument 1994/03225 in the Probate Office of Shelby County, Alabama. (Parcel II)
10. Release of Damages, covenants and agreement as recorded in Instrument 1996/21551, in the Probate Office of Shelby County, Alabama. (Parcel II)
11. Lease referred to in Instrument of Assignment and Assumption as recorded in Instrument 1997/12154 in the Probate Office of Shelby County, Alabama.

**PARCEL III**

Continued. . .

Note: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.



12. Any loss, claim or damage due to the vagueness or inaccuracy of the legal description to be insured as set forth in the deed recorded in Instrument 1997/18712 in the Probate Office of Shelby County, Alabama.
13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages as recorded in Instrument 1997/18712 in the Probate Office of Shelby County, Alabama.
14. Reservation of royalties, hunting agreement, easements and right of ways contained in deed and map recorded in Instrument 1997/18712 in the Probate Office of Shelby County, Alabama.
15. Lack of right of access to and from the land.
16. Title to that portion of the property within any road right of ways.

**EXHIBIT C**  
**Annexed To And Made A Part Of The**  
**Mortgage And Security Agreement**  
**Given By**

**THE WHITT GROUP OF WEST VIRGINIA INC.**  
**And**  
**NEW CENTURY MINING, INC.**

**Designated Equipment**

[Attached hereto consisting of 4 Pages]



**EXHIBIT C**  
**Annexed To And Made A Part Of The**  
**Mortgage And Security Agreement**  
**Given By**  
**THE WHITT GROUP OF WEST VIRGINIA INC.**  
**And**  
**NEW CENTURY MINING, INC.**

**Designated Equipment**

1. Locomotive Engine (S/N 1522) including, but not limited to (a) Engine Model 16-567-03A (S/N 65-12-1004-GM), (b) MK Engine System (S/N 951631T9-368R), (c) Woodward Governor System (S/N 851170), (d) Michigan Air Filter System Model 23800-75 (S/N 2142), (e) Electro-Motor Division 600v Generator (S/N 72-m3-5002), (f) 48-inch Cooling System Fan, (g) Dynamic Brakegrid Fan, and (h) all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
2. Diesel Mantrip (S/N 22-0014) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
3. Diesel Mantrip (S/N 22-0013) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
4. A.L. Lee Diesel Tractor Model 1400T (S/N 96-922), including, but not limited to (a) Engine Model Q260/C240 (S/N 83331), (b) Borge Warner Transmission Model PR2 (S/N 001073), (c) Rockwell Model T-226 Transfer Case (S/N 55915905), and (d) all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
5. Mean Green Mantrip (S/N 004-293) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
6. Mean Green Mantrip (S/N 004-292) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.
7. Mine Electric Manufactured 1750 KVA Power Supply Center (S/N 011699) including, but not limited to all parts, accessories, accessions, components,

batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.

8. **Silpak Manufactured 1000 KVA Power Supply Center Model KR1000 (S/N F356-696) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
9. **Silpak Manufactured 1250 KVA Power Supply Center Model KR1250 (S/N \_\_\_\_\_) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
10. **Silpak Manufactured 1000 KVA Power Supply Center Model JO7101 (S/N F433-697) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
11. **Pitts Lo-Boy Trailer Model Pitts LB-50 (S/N PE9-2B50T3L9700501) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
12. **Komatsu Excavator (S/N 20450) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
13. **Ten (10) Submergible Water Pumps consisting of (a) 4.9HP Grindex, (b) three 30HP Flyght, (c) two 30HP Stancor, (d) 6.5HP Stancor, (e) 12.5HP Fkyght, (f) additional 2HP and 6Hp pumps, and (g) all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
14. **S&S 482 Unitrac Scoop (S/N 482-2177) including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
15. **Power Substation consisting of (a) International 2500KVA Transformer (S/N 9800GA), (b) Pemco Relay & Control Model SS-750-CM, Style J-7 1874 Voltage Control (S/N C50810684) with Toshiba Vacuum Breaker (S/N 8400322IN FEB1984) , (c) Pemco 2000KVA Transformer (S/N 0011149102), (d) Silpak 2000KVA Dry Transformer (S/N 1946-1), (e) Silpak 1200 KVA Model 4160 Switchgear (S/N 5444-393), (f) Silpak 1000 KVA Switchgear (PCB Certified Clear Permit #1499BA), and (g) all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**



16. **Mobile Trailer Laboratory consisting of (a) Coleman Model G/20 Spectrophometer, (b) Thermelyne Type 1500 Furnace, (c) Corning Hot Plate Stirrer PC-351, (d) Lindberg Oven, (e) two Adiabatic Calorimeters, (f) Greive Laboratory, (g) Gravity Convection Oven, (h) Denver Model A1-3K, (i) Chause Scale, (j) Gilson Screen, (k) Ro-Tap Testing Slave Shaker Model B, (l) Sulfur Determination, (m) Leco Control Console, (n) Preiser Mineco Oven, (o) Holmes Pulverizer, (p) miscellaneous testing bowls, bags and equipment, and (q) all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
17. **Johnson Diesel Mantrip (Company ID #22-0020), including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
18. **Wallace Diesel Mantrip (Company ID #22-0018), including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
19. **Wallace Diesel Mantrip (Company ID #22-0022), including, but not limited to all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
20. **Sunbelt 10,000KVA Transformer (S/N ST55155-1), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
21. **Sunbelt 10,000KVA Transformer (S/N ST55600), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
22. **Westinghouse 2500KVA Transformer (S/N ST079555155-2), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
23. **Westinghouse 2500KVA Transformer (S/N ST98006A), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
24. **Joy La-Dexial Flow Mine Fan, 600HP Model H-84-58D (S/N F-52791), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**

25. **Mine Retriever with 20HP/460 Volt Motor (S/N \_\_\_\_\_), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
26. **Caterpillar Motor Grader, Series E (S/N 99F4015), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
27. **Joy Manufacturing Shuttle Car, Manufactured 1984, Model 21SC2-56BHE-1 (S/N ET15230), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**
28. **Joy Manufacturing Shuttle Car, Manufactured 1984, Model 21SC2-56BHE-1 (S/N ET15231), including all parts, accessories, accessions, components, batteries, fuels, lubricants, coolants, additions, replacements, products and proceeds thereof.**

Inst # 2000-13919

04/28/2000-13919  
04:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
028 CJ1 3219.00