



8. APPROXIMATE NUMBER OF COMMERCIAL VEHICLES TO BE OPERATED IN PENNSYLVANIA: OWNED 3 LEASED \_\_\_\_\_.

9. CHECK ONE THAT APPLIES TO THIS APPLICATION:

- INDIVIDUAL
- PARTNERSHIP. ATTACH A COPY OF A PARTNERSHIP AGREEMENT AND LIST THE NAMES AND ADDRESSES OF ALL PARTNERS BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
(Attach a separate sheet if space provided is not sufficient.)

- CORPORATION. ORGANIZED UNDER THE LAWS OF THE STATE OF Maryland AND QUALIFIED TO DO BUSINESS IN PENNSYLVANIA BY REGISTERING WITH THE SECRETARY OF THE COMMONWEALTH ON \_\_\_\_\_ ATTACH A DATE-STAMPED COPY OF THE APPLICATION FOR CERTIFICATE OF INCORPORATION OR CERTIFICATE OF AUTHORITY. INCLUDE A LIST OF CORPORATE OFFICERS WITH TITLES, NAMES OF SHAREHOLDERS AND NUMBER OF SHARES HELD, AND ADDRESSES. (Copy of application for certificate of authority is attached)

10. ATTACHMENT CHECKLIST:

FOR CORPORATIONS ONLY:

- DATE STAMPED COPY OF APPLICATION FOR CERTIFICATE OF INCORPORATION OR CERTIFICATE OF AUTHORITY.
- LIST OF OFFICERS/TITLES AND DISTRIBUTION OF SHARES.

FOR PARTNERSHIPS ONLY:

- COPY OF PARTNERSHIP AGREEMENT.

FOR ALL APPLICANTS:

- FICTITIOUS TRADE NAME REGISTRATION (IF APPLICABLE)
- COPY OF CURRENT SAFETY RATING (IF AVAILABLE)
- PROOF OF INSURANCE (See item 5 on instruction sheet).
- CERTIFIED CHECK, MONEY ORDER OR ATTORNEY'S CHECK

**11. CERTIFICATION:**

APPLICANT CERTIFIES THAT IT IS NOT NOW ENGAGED IN ANY INTRASTATE TRANSPORTATION OF PROPERTY FOR COMPENSATION BETWEEN POINTS IN PENNSYLVANIA AND WILL NOT ENGAGE IN SAID TRANSPORTATION UNLESS AND UNTIL AUTHORIZATION IS RECEIVED FROM THE PENNSYLVANIA PUBLIC UTILITY COMMISSION.

APPLICANT FURTHER CERTIFIES THAT IT UNDERSTANDS THE REQUIREMENTS OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, ESPECIALLY AS THEY RELATE TO SAFETY AND INSURANCE AND THAT IT MAY BE SUBJECT TO CIVIL PENALTIES, SUSPENSION OR CANCELLATION OF THE CERTIFICATE FOR FAILURE TO COMPLY WITH COMMISSION REQUIREMENTS.

APPLICANT FURTHER CERTIFIES THAT IT UNDERSTANDS THAT IT IS SUBJECT TO AN ANNUAL ASSESSMENT BASED UPON ITS REPORTED GROSS PENNSYLVANIA INTRASTATE REVENUES; SAID ASSESSMENT TO HELP DEFRAY EXPENSES INCURRED IN REGULATING MOTOR COMMON CARRIERS OF PROPERTY; AND ACKNOWLEDGES THAT FAILURE TO REPORT REVENUE AND PAY ITS ANNUAL ASSESSMENT MAY RESULT IN CIVIL PENALTIES, SUSPENSION OR CANCELLATION OF THE CERTIFICATE.

**VERIFICATION OF APPLICATION**

I/WE HEREBY STATE THAT THE STATEMENTS MADE IN THIS APPLICATION IS/ARE TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa. C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Wayne Winner      Wayne Winner      8/8/01  
(PRINT NAME)                      (SIGNATURE)                      (DATE)

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THE VERIFICATION OF THE APPLICATION MUST BE COMPLETED BY THE APPLICANT APPEARING ON LINE 1 OF THE APPLICATION BY THE NAMED INDIVIDUAL, ALL PARTNERS IF A PARTNERSHIP OR BY THE PRESIDENT OR SECRETARY IF A CORPORATION.

MINIMUM LIMITS OF INSURANCE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION AUTHORIZED  
CARRIERS OF PROPERTY

General Commodities and/or Household goods in use.

Bodily Injury:

\$300,000 per accident per vehicle to cover liability for bodily injury, death or property damage incurred in an accident.

Insurance coverage of motor carriers of property shall meet the requirements of 75 PA C.S. Ss. 1711 (relating to required benefits).

Cargo:

\$5,000 for loss or damage to cargo being transported.

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Cargo Insurance may be waived if you meet any one of three criteria:

1. All transportation will be provided in dump trucks.
2. All transportation will be limited to farm products, garbage, ashes, rubbish, coal debris, earth, crushed stone, amesite, and similar construction materials.
3. The value of any one load being transported will not be more than \$500.00 in value.



U.S. Department  
of Transportation

**Federal Motor  
Carrier Safety  
Administration**

400 Seventh St., S.W.  
Washington, D.C. 20590  
JULY 27, 2001

IN REPLY REFER TO:  
YOUR USDOT NO.: 380430  
REVIEW NO.: 00241837/CR

WINNER BROS COAL CO INC  
19430 LOWER CONSOL RD NW  
FROSTBURG MD 21532

Dear Motor Carrier:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on JULY 26, 2001. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please ensure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact your local Federal Motor Carrier Safety Administration office listed below:

U.S. DEPARTMENT OF TRANSPORTATION  
Federal Motor Carrier Safety Administration  
711 WEST 40TH STREET, SUITE 220  
BALTIMORE, MARYLAND 21211

Telephone No. 410 / 962-2889

Charles A. Horan, III  
Director, Office of Enforcement  
And Compliance

Entity Number \_\_\_\_\_

Secretary of the Commonwealth

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

DSCB:15-4124/6124 (Rev 90)

Copy

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: Winner Bros. Coal Co., Inc.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

Maryland

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

19430 Lower Consol Rd., N.W., Frostburg, Maryland 21532  
Number and Street City State Zip

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) \_\_\_\_\_  
Number and Street City State Zip County

(b) c/o: PBS Coals, Inc. Somerset  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 8<sup>th</sup> day of August, 2001.

Winner Bros. Coal Co., Inc.  
(Name of Corporation)

BY: Wayne Winner  
(Signature)

TITLE: Secretary

# Winner Brothers Coal Co., Inc.

19430 Lower Consol Road, N.W.  
Frostburg, Maryland 21532

301-689-8801

Fax: 301-689-3931

## Winner Bros. Coal Co., Inc. List of Officers

<b>NAME OF OFFICER &amp; ADDRESS</b>	<b>TITLE</b>	<b>DISTRIBUTION OF SHARES</b>
Albert R. Winner 19430 Lower Consol Rd., N.W. Frostburg, MD 21532	President	25%
Ann E. Winner 19430 Lower Consol Rd., N.W. Frostburg, MD 21532	Vice President	25%
Elaine B. Winner 19430 Lower Consol Rd., N.W. Frostburg, MD 21532	Treasurer	50%
Wayne M. Winner 19430 Lower Consol Rd., N.W. Frostburg, MD 21532	Secretary	
Albert L. Winner 19430 Lower Consol Rd., N.W. Frostburg, MD 21532	Director	

ARTICLES OF INCORPORATION  
OF  
WINNER BROS. COAL CO., INC.

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THIS IS TO CERTIFY:

FIRST : That we, the subscribers, Albert Raymond Winner, whose post office address is Consolidation Village, Frostburg, Maryland; Ann Elizabeth Winner, whose post office address is Consolidation Village, Frostburg, Maryland; George James Winner, whose post office address is Consolidation Village, Frostburg, Maryland; and Elaine Bernice Winner, whose post office address is Consolidation Village, Frostburg, Maryland, all being of full legal age, do, under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations associate ourselves with the intent of forming a corporation.

SECOND : That the name of the corporation is  
WINNER BROS. COAL CO., INC.

THIRD : That the purposes for which the corporation is formed and the business and objects to be carried on and promoted by it are as follows:

(a) To mine or otherwise to extract and remove by deep or tunnel mining or stripping, coal, clay, ore, stone and other minerals and oil and gas and timber from any land or lands owned, acquired, leased or occupied by the corporation or from any other land or lands and to buy and sell coal and other materials, coal lands, mineral lands and mining rights, and to purchase or otherwise acquire, own, sell and develop, lease, work and operate coal and other mineral mines, coal lands and other mineral lands, mining rights and other coal or mineral property, and to carry on the business of mining and producing coal and other

LAW OFFICES

JOHN C. SULLIVAN  
FROSTBURG, MARYLAND  
FROSTBURG, MARYLAND

minerals in all of its branches and the manufacturing of all products of coal and other minerals and generally to engage in the business of coal mining.

(b) To manufacture, purchase or otherwise acquire, hold, mortgage, pledge, sell, transfer or in any manner encumber or dispose of goods, wares, merchandise, motor vehicles, farm equipment, implements, live stock and other personal property or equipment of every kind.

(c) To engage in the demolition of buildings and the excavation of the earth and in the purchase, and sale of fill dirt, to landscape and in the general business of home construction.

(d) To purchase, lease, or otherwise acquire, hold, develop, improve, use, mortgage, sell, exchange, let or in any manner encumber or dispose of real property wheresoever situated.

(e) To purchase, sell, mortgage, lease, improve and deal in real estate wheresoever situated, to construct, operate, equip, repair, maintain, lease, rent, hire and manage buildings of every kind and description wheresoever.

(f) To carry on and transact for itself or on account of others, the business of general merchandise, brokers, manufacturers, producers, buyers, sellers of and dealers of natural products, raw materials and marketable goods, wares of every description.

(g) To purchase, lease or otherwise acquire all or any part of the property, rights, businesses, contracts, good will and assets of every kind or any corporation, company partnership or individual (including the estate of a decedent) carried on or having carried on in whole or in part any of the aforesaid businesses or any other business that the corporation may authorize to carry on.

LAW OFFICES

JOHN C. SULLIVAN

ROSBURG, MARYLAND

UMBERLAND, MARYLAND

(h) To purchase, take on, lease or otherwise acquire, free hold and other forms, property, mines, lands and mineral properties and also grants, concessions, leases, claims, licenses or other interests in mines, mining rights, lands, mineral properties, water rights, and either absolutely and/or conditionally, and either solely or jointly with others.

(i) To carry on any of the businesses hereinbefore enumerated for itself or on account or through others for itself on account and to carry on any other business which may be deemed by it to be calculated, directly or indirectly to effectuate or facilitate the transaction of the aforesaid objects or businesses or any of them or any part thereof or to enhance the value of its property, business or rights.

(j) In addition to the foregoing powers, the said corporation shall have all the general powers as specified and set forth in Section 9 of Article 23 of Maryland Annotated Code, 1957 Edition and Supplements.

FOURTH : That the principal office of the corporation in this State shall be situated at Box 29, Consolidation Village, Frostburg, Maryland, and that the name and address of the resident agent is Ann Elizabeth Winner, now residing at Box 29, Consolidation Village, Frostburg, Maryland, she being a citizen of the State of Maryland and actually resides therein.

FIFTH : That the total amount of the authorized stock<sup>15</sup> Ten Thousand (\$10,000.00) Dollars divided into one hundred (100) shares of common stock of a par value of One Hundred (\$100.00) Dollars each.

SIXTH : That the corporation shall have four (4) directors, said number shall be subject to increase pursuant to the By-Laws of the corporation but shall never be less than three (3); that Albert Raymond Winner, Ann Elizabeth Winner,

George James Winner and Elaine Bernice Winner shall act as such directors until the first meeting of the shareholders after the adoption of the Certificate of Incorporation or until their successors are duly chosen and qualified.

SEVENTH : The existence of this corporation shall be perpetual.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 27<sup>th</sup> day of September, 1963.

WITNESS:

John C. Sullivan

Albert Raymond Winner (SEAL)  
Albert Raymond Winner

John C. Sullivan

Ann Elizabeth Winner (SEAL)  
Ann Elizabeth Winner

John C. Sullivan

George James Winner (SEAL)  
George James Winner

John C. Sullivan

Elaine Bernice Winner (SEAL)  
Elaine Bernice Winner

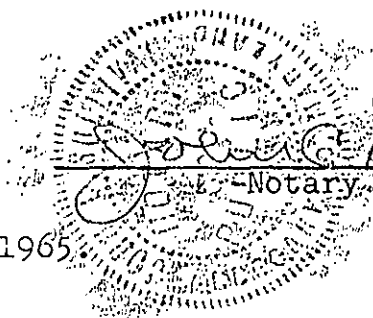
STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27<sup>th</sup> day of September, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Albert Raymond Winner, Ann Elizabeth Winner, George James Winner and Elaine Bernice Winner and severally acknowledged the foregoing Articles of Incorporation to be their respective act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

LAW OFFICES  
JOHN C. SULLIVAN  
POSTBURG, MARYLAND  
FIBERLAND, MARYLAND

John C. Sullivan  
Notary Public



My Commission expires May 3, 1965.


# ACORD INSURANCE BINDER

DATE  
08/08/01

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER CBIZ Benefits & Insurance 44 Baltimore Street Cumberland, MD 21502	PHONE (A/C, No, Ext): 301-777-1500	COMPANY Hartford Insurance - Hun	BINDER # 30UENUN3472
CODE:		SUB CODE:	
AGENCY CUSTOMER ID: 4000	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		
INSURED Winner Brothers Coal Co. Inc. 19430 Lower Consol Road, S.W. Frostburg, MD 21532	Veh#1: 1988 FORD SMEILE BED Truck 1FDKF38G9JNB82162 MD Veh#2: 1991 CHEV PKUP Truck 1GCDK14K8ME125219 MD (See Special Conditions Below)		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				
RETRO DATE FOR CLAIMS MADE:				
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	See Spec. Conditions/Other Coverages			
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT <input type="checkbox"/> OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				
SPECIAL CONDITIONS/ OTHER COVERAGES Veh#5: 1992 CHEV VAN Truck 1GBDM19Z3NB170978 MD Veh#6: 1995 CHEV S10 Truck 1GCDT19W2S8174484 MD (See attached Spec Conditions/Other Covs page.)				
				ESTIMATED TOTAL PREMIUM: \$

NAME & ADDRESS  AMERICAN TRUST BANK PO BOX 239 OAKLAND, MD 21550	MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title Insurance Binder

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Continued from page 1.)

Veh#7: 1996 FORD EXPLORER Private Passenger  
Rated from CLM 1FMDU34X6TUA49274 MD  
Veh#8: 1999 CHEV PKUP Truck 1GCEK19T7XE247242 MD  
Veh#9: 2000 MACK TRUCK Truck 1M2AD62C5YW009560  
MD  
Veh#10: 1999 MACK TRUCK Truck 1M2AD62C1XW009053  
MD  
Veh#16: 2001 MACK DUMP TRUCK Truck  
1M2AD62C91M011717 MD

\*\* Continued from Automobile Liability Section \*\*  
Coverage: Combined Single Limit Liability  
Limit 1: 1,000,000  
Vehicles: 1, 2, 5, 6, 7  
Premium: 4,310.00

Coverage: Combined Single Limit Liability  
Limit 1: 1,000,000  
Vehicles: 8, 9, 10

Coverage: Personal Injury Protection  
Limit 1: 2,500  
Vehicles: 1, 2, 5, 6, 7

Coverage: Personal Injury Protection  
Limit 1: 2,500  
Vehicles: 8, 9, 10

Coverage: Uninsured Motorists CSL  
Limit 1: 1,000,000  
Vehicles: 1, 2, 5, 6, 7

Coverage: Uninsured Motorists CSL  
Limit 1: 1,000,000  
Vehicles: 8, 9, 10

Coverage: Comprehensive  
Ded 1: 500  
Vehicles: 1, 2, 5, 6, 7  
Misc. Opts: Other than Collision

Coverage: Comprehensive  
Ded 1: 500  
Vehicles: 8, 9, 10  
Misc. Opts: Other than Collision

Coverage: Collision  
Ded 1: 1,000  
Vehicles: 1, 2, 5, 6, 7  
Misc. Opts: Collision Coverage

Coverage: Collision  
Ded 1: 1,000  
Vehicles: 8, 9, 10  
Misc. Opts: Collision Coverage

Coverage: DOC Combined Single Limit  
State: MD

**SPECIAL CONDITIONS/OTHER COVERAGES (Continued from page 1.)**

Limit 1: 1,000,000

Coverage: Combined Single Limit Liability

Limit 1: 1,000,000

Vehicles: 16

Coverage: Personal Injury Protection

Limit 1: 2,500

Vehicles: 16

Coverage: Uninsured Motorists CSL

Limit 1: 1,000,000

Vehicles: 16

Coverage: Comprehensive

Ded 1: 500

Vehicles: 16

Misc. Opts: Other than Collision

Coverage: Collision

Ded 1: 1,000

Vehicles: 16

Misc. Opts: Collision Coverage

**\*\* Continued from Auto Physical Damage section \*\***

Vehicle #1: Comp Ded \$500  
Coll Ded \$1000

Vehicle #2: Comp Ded \$500  
Coll Ded \$1000

Vehicle #5: Comp Ded \$500  
Coll Ded \$1000

Vehicle #6: Comp Ded \$500  
Coll Ded \$1000

Vehicle #7: Comp Ded \$500  
Coll Ded \$1000

Vehicle #8: Comp Ded \$500  
Coll Ded \$1000

Vehicle #9: Comp Ded \$500  
Coll Ded \$1000

Vehicle #10: Comp Ded \$500  
Coll Ded \$1000

Vehicle #16: Comp Ded \$500  
Coll Ded \$1000

Miscellaneous Coverage - Business Automobile

# ACORD™ INSURANCE BINDER

DATE  
08/08/01

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

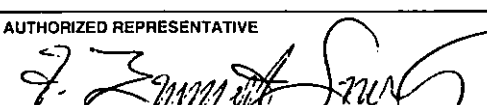
PRODUCER CBIZ Benefits & Insurance 44 Baltimore Street Cumberland, MD 21502		PHONE (A/C, No, Ext): 301-777-1500	COMPANY Rockwood Casualty Insura BINDER # CGL38650
CODE: AGENCY CUSTOMER ID: 4000		SUB CODE:	DATE EFFECTIVE TIME 01/01/01 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
INSURED Winner Brothers Coal Co. Inc. 19430 Lower Consol Road, S.W. Frostburg, MD 21532		EXPIRATION DATE TIME 01/01/02 <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON	
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Loc#1: Klondike, SM84-318, Klondike, MD Loc#10: 33 Linden Street, Frostburg, MD 21532 (See Special Conditions Below)		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	

**COVERAGES**

**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT	
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC					
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 5000	See Spec. Conditions/Other Coverages RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$600,000 \$50,000 \$5,000 \$600,000 \$1,000,000 \$500,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
SPECIAL CONDITIONS/OTHER COVERAGES Winner Brothers Coal Co., Inc. Description of Operations/Vehicles/Property (See attached Spec Conditions/Other Covs page.)				FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$

**NAME & ADDRESS**

MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
LOAN #	
AUTHORIZED REPRESENTATIVE 	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title Insurance Binder

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Continued from page 1.)

(continued from above):

Loc#11: Route 36, Frostburg, MD 21532

Loc#12: 239 Upper Consol Road, Frostburg, MD  
21532

Loc#2: New Landfill Cabin Run Rd, #353, Shaft,  
MD

Loc#3: Koontz, SM84-374, Klondike, MD

Loc#4: Masteller Coal Prep Plant, P741,  
Piedmont, WV

Loc#5: Nally Strip Section II S-10-85, Piedmont,  
WV

Loc#6: Refuse Site #1, S-125-82, Elk, WV

Loc#7: Nally Strip #S1085, Piedmont, WV

Loc#8: Barnard Mine Md89-15, Swanton, MD

Loc#9: Morgan Mine Sm-83-385, Allegany, MD

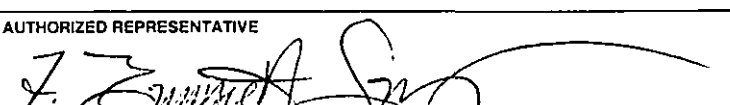
# ACORD INSURANCE BINDER

DATE  
08/08/01

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER CBIZ Benefits & Insurance 44 Baltimore Street Cumberland, MD 21502	PHONE (A/C, No, Ext): 301-777-1500	COMPANY Rockwood Casualty Insura	BINDER # GPL9295
AGENCY CUSTOMER ID: 4000		SUB CODE:	
INSURED Winner Brothers Coal Co. Inc. 19430 Lower Consol Road, S.W. Frostburg, MD 21532		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Loc#1: Klondike, SM84-318, Klondike, MD Loc#2: Koontz, SM84-374, Klondike, MD Loc#3: Master Coal Prep. Plant, P-741, (See Special Conditions Below)	
CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. <input checked="" type="checkbox"/> PD Ded: 10000	See Spec. Conditions/Other Coverages RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$500,000
		FIRE DAMAGE (Any one fire)		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$500,000
		PRODUCTS - COMP/OP AGG		\$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
				\$
<b>AUTO PHYSICAL DAMAGE DEDUCTIBLE</b> <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

<b>NAME &amp; ADDRESS</b>		MORTGAGEE	ADDITIONAL INSURED
		LOSS PAYEE	
		LOAN #	
		AUTHORIZED REPRESENTATIVE 	

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title Insurance Binder

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

# ACORD™ INSURANCE BINDER

DATE  
08/08/01

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER <b>CBIZ Benefits &amp; Insurance</b> 44 Baltimore Street Cumberland, MD 21502	COMPANY <b>Rockwood Casualty Insura</b> BINDER # <b>WC600510</b>
PHONE (A/C, No, Ext): <b>301-777-1500</b>	EFFECTIVE DATE: <b>09/01/00</b> TIME: <b>12:01</b>
CODE: _____ SUB CODE: _____	EXPIRATION DATE: <b>09/01/01</b> TIME: <input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON
AGENCY CUSTOMER ID: <b>4000</b>	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:
INSURED <b>Winner Brothers Coal Co. Inc.</b> 19430 Lower Consol Road, S.W. Frostburg, MD 21532	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Loc#1: 12300 Tysons Corner, S.W., , Frostburg, MD 21532</b>

COVERAGES	LIMITS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$			
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$			
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$	
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>			<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000	
SPECIAL CONDITIONS/ OTHER COVERAGES			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	

<b>NAME &amp; ADDRESS</b> _____ _____ _____	MORTGAGEE _____ LOSS PAYEE _____ ADDITIONAL INSURED _____ LOAN # _____ AUTHORIZED REPRESENTATIVE 
--	--

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

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Chapter 21 Title 25 Paragraph 2119

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### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

EXEMPTION FROM PUC CARGO INSURANCE REGULATIONS

This is to advise that Winner Bros. Coal Co., Inc.  
(Name of applicant/carrier)

holding PUC authority at Application Docket No. A- \_\_\_\_\_  
(If available)

is exempt from Cargo Insurance Regulations for the following reasons  
(Check all that apply):



All transportation will be provided in dump trucks.



All transportation will be limited to farm products, garbage, ashes, rubbish, coal, debris, earth, crushed stone, amesite, and similar construction materials.



The value of any one load being transported will not be more than \$500.00 in value.

Wayne Winner

(SIGNATURE)

(Individual applicant, authorized partner or corporate president or secretary)

Verification of Statement

The undersign deposes and says that he/she is the person who signed the statement for the above captioned applicant/application and that he/she is authorized to and does make this verification and the facts setforth therein are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 C.S SEC. 409 relating to unsworn falsification to authorities.

Date 8/18/01

Wayne Winner  
(Signature)

Wayne Winner  
(Print Name)

Please return to:

Pennsylvania Public Utility Commission  
Bureau of Transportation and Safety  
Insurance/Filing Unit  
PO Box 3265  
Harrisburg, PA 17105-3265

- This form is used to waive the Commission's requirement for PA PUC certificated carriers to maintain a minimum of \$5,000 insurance for loss or damage to cargo being transported. You must meet at least one of the three criteria above. If none of the three criteria for exemption apply to you, you must submit evidence of cargo insurance.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DOCUMENT  
FOLDER

WINNER BROS. COAL CO., INC.  
19430 LOWER CONSOL ROAD, N.W.  
FROSTBURG MD 21532

DATE 9/12/01  
RECEIPT # 198851

IN RE: Application fees for WINNER BROS. COAL CO., INC.

Docket Number A-00118203..... \$100.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: PMO 977012003

CHECK AMOUNT: \$100.00

**DOCKETED**  
SEP 13 2001

C. Joseph Meisinger  
(for Department of Revenue)

KJR