

04-821-CD

LIEN WAIVER

This Lien Waiver ("Waiver") is made this 25th day of May, 2004, by Duriez Excavating (referred to herein as "CONTRACTOR").

WHEREAS, by contract between PPL Generation, LLC, a Delaware Corporation (referred to herein as "COMPANY"), and CONTRACTOR of the same date as this Waiver, CONTRACTOR has agreed to perform services associated with the Horning Run Passive Treatment Project (referred to herein as "WORK") at COMPANY's Horning Run Watershed located in Huston Township, Clearfield County, PA, pursuant to COMPANY's Contract No. 276091-C (referred to therein as "CONTRACT");

WHEREAS, the parties intend that COMPANY shall not be subject to any claim of lien or lien by or on behalf of CONTRACTOR or any subcontractor or any mechanic or materialman or any other person for labor done or materials furnished in connection with the WORK; and

WHEREAS, this Waiver is given by CONTRACTOR in furtherance of the aforesaid purpose and pursuant to the terms of the CONTRACT.

NOW, THEREFORE, in consideration of the foregoing premises, it is hereby understood and agreed that there shall be no lien or right to file a claim of lien against the COMPANY or the lands, buildings, fixtures or premises of COMPANY in and upon which work is to be performed under the terms of the CONTRACT, or the lands, buildings, fixtures, or premises appurtenant thereto, for work or labor done or materials furnished in the performance of the WORK pursuant to the CONTRACT, or any part or parts thereof or extra work thereunder. No such lien or claim of lien shall be filed or in any way attempted to be enforced by or on behalf of CONTRACTOR, or by or on behalf of any subcontractor, supplier, mechanic or materialman or any other person in connection with the performance of the WORK pursuant to the CONTRACT; nor shall there be any claim against COMPANY, its successors or its assigns other than the claims of CONTRACTOR under the CONTRACT. If the CONTRACTOR, or any subcontractor, supplier, mechanic, or materialman or any other person in connection with the performance of the WORK pursuant to the CONTRACT shall file any such mechanic's lien or claim of lien, the COMPANY shall have the right to discharge the lien and to retain out of any payment then due or thereafter to become due to CONTRACTOR, an amount sufficient to completely indemnify it against such lien or other claim with interest, together with the expense incident to discharging such lien, including reasonable attorney's fees and disbursements, all of which the CONTRACTOR agrees to pay.

CONTRACTOR, intending to be legally bound, hereby certifies and declares that this Waiver was executed and delivered prior to any authority being given to CONTRACTOR to proceed with any of the work pursuant to the CONTRACT. It is the intent of the CONTRACTOR that this Waiver will be promptly recorded in accordance with the law.

IN WITNESS WHEREOF, the CONTRACTOR has executed and delivered this Waiver on the date first set forth above and in the manner set forth below.

WITNESS:

By

Lynn Duriez
(Signature)
Lynn Duriez
(Printed Name)

DURIEZ EXCAVATING

By:

William H. Duriez
(Signature)

William Duriez
(Printed Name)

OWNER
(Title)

NOTARY

Subscribed and sworn before me
this 1st day of June, 2004.

Elizabeth I. Buza
Notary Public

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Elizabeth I. Buza, Notary Public
Northern Cambria Boro, Cambria County
My Commission Expires Apr. 20, 2008

Member, Pennsylvania Association Of Notaries

Contract No: 276091-C
Release No :
Date : 05/25/04
Page : 1

CONTRACT



All order numbers shown above must appear on
invoices and correspondence.

DURIEZ EXCAVATING

R R 1

NORTHERN CAMBRIA PA 15714

Provide Work To:

PPL Generation LLC

As shown in
Scope of Work

Attn : WILLIAM DURIEZ
(Herein Referred to as "Contractor")

(Herein Referred to as "Company")

Work Description: HORNING RUN PASSIVE TREATMENT PROJECT

Work To Start On : 05/15/04
Work To Complete By: 10/15/05

Total Price : \$498,852.00
Pricing Method: FIRM FIXED PRICE

Mail Invoice in Duplicate to Company
Analyst unless address is shown below:

Company
Analyst: LARRY R. EHRENREICH

As shown in
Scope of Work

Mail Stop: GENTW12
2 N 9th Street
Allentown PA 18101-1179

Phone : 610-774-4140
Fax : 610-774-5408

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH THE
TERMS AND CONDITIONS CONTAINED HEREIN. MAIL A
COPY OF THIS ORDER WITH YOUR ORIGINAL AUTHORIZED
SIGNATURE TO THE COMPANY ANALYST IDENTIFIED ABOVE.

Company Authorized Representative

Auth. Signature William H. Duriez Jr.
Printed Name WILLIAM H. DURIEZ, JR.
Date 6-1-04 Phone 888-234-6447

Auth. Signature Larry R. Ehrenreich
Printed Name LARRY R. EHRENREICH

KEY CONTACTS

Role	Contact Name	Phone/Fax	Company
CONTR ADMIN	MICHAEL VARGO	814-472-6160	PA MINES
ENGR CONTACT	JIM MARINO	814-938-3700	VAPCO ENG.
PROJ MANAGER	JEFF PARRETT	814-339-7934	LADY JANE
VENDOR REP	WILLIAM DURIEZ	814-948-6685	DURIEZ EXC.

SCOPE OF WORK

Contractor shall provide all labor, supervision, equipment, tools,