

AGREEMENT TO TRANSFER JOURNAL OF COAL QUALITY

THIS AGREEMENT, made and entered into between Western Kentucky University ("University"), Bowling Green, Kentucky, and The Society for Applied Coal Science, Inc., a nonprofit, nonstock corporation ("Society"), Bowling Green, Kentucky;

WHEREAS, the University entered into an agreement on August 1, 1985, with Standard Laboratories to transfer the ownership of the Journal of Coal Quality, ("Journal") from Standard Laboratories to the University; and

WHEREAS, the University has published the Journal since it was transferred from Standard Laboratories, but is unable to continue publishing the Journal because of the resignation of the editor and because it is not financially feasible for the University to continue to publish the Journal; and

WHEREAS, the parties desire to transfer ownership of the Journal from the University to the Society and to continue publication of the Journal;

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the University and the Society agree as follows:

1. The University agrees to assign and the Journal agrees to accept the assignment of all rights and duties of the University contained in the "Agreement for the Transfer of Journal of Coal Quality Ownership" entered between the University and Standard Laboratories on August 15, 1985, a copy of which is attached hereto as Exhibit 1.

2. The Society agrees to continue publication of the Journal in affiliation with the University; to operate the Journal on the premises of the University; and to recognize the University on the editorial page of each issue of the Journal.

3. The University agrees to provide to the Society for the purposes of operating the Journal the following:

- A. Office space for the editor of the Journal;
- B. Storage space for back issues of the Journal;
- C. A telephone;
- D. Computer facilities for the storage and use of the Journal's mailing lists;
- E. Use of the University mail room;
- F. Copying facilities for reasonable correspondence of the Journal and the Society.

- G. A part-time secretary (15 hours per week).
- H. The Society agrees to reimburse the University for all expenses it incurs in items C, E, F, and G above.

4. The University further agrees to transfer to the Society, the following:

- A. Mailing lists of paid subscribers and records of subscriptions;
- B. Mailing lists of nonsubscribing recipients of present issues;
- C. Unpublished manuscripts received by the Journal;
- D. Records of past and current advertisers and of advertising revenues;
- E. Advance receipts from advertisers in prepayment for display advertisements scheduled for future issues of the Journal, less sales commissions due;
- F. Unearned subscription fees;
- G. All back issues of the Journal now in storage;
- H. The Society agrees to accept the transfer of all property described herein from Western Kentucky University.

5. The parties hereby agree that upon the terms and conditions set forth hereinabove, the Society hereinafter will be the owner and will have the right to publish the Journal of Coal Quality.

6. The effective date of this agreement is _____.

7. This document contains the entire agreement entered by the parties.

IN WITNESS WHEREOF, we have set our hands on the dates by our respective signature.

WESTERN KENTUCKY UNIVERSITY

BY: _____
Kern Alexander, President

THE SOCIETY FOR APPLIED COAL SCIENCE, INC.

BY: _____
President

Agreement for the Transfer of Journal of Coal Quality Ownership

This agreement is between Standard Laboratories, Inc., Charleston, West Virginia, (hereinafter "Standard Laboratories") and Western Kentucky University, Bowling Green, Kentucky (hereinafter "University").

WHEREAS, the Journal of Coal Quality was founded in 1961 by Standard Laboratories, and has been published by Standard Laboratories continuously since its inception. Revenue is generated by advertising and by subscriptions. Standard Laboratories wishes to divest itself of ownership of the Journal, and the University wishes to acquire ownership of and publish the Journal.

THEREFORE, in consideration of the mutual covenants herein below stated to set forth the terms and conditions by which Standard Laboratories transfers all of its rights, title and interests in the Journal of Coal Quality to the University, the parties agree as follows:

1. The effective date of transfer shall be August 1, 1985.
2. Standard Laboratories agrees to transfer promptly to the University the following Journal properties: mailing lists of paid subscribers and records of subscription periods, mailing lists of nonsubscribing recipients of recent issues, unpublished manuscripts received by the Journal, and records of past and current advertisers and of advertising revenue.
3. Standard Laboratories will in addition transfer to the University any advance receipts from advertisers in prepayment for display advertisements scheduled for future issues of the Journal, less sales commissions due.
4. The University will assume immediate responsibility for the uninterrupted management, editorial direction, production and distribution of the Journal, and will undertake to maintain the high editorial and production quality which have characterized this Journal during its first five years.
5. In lieu of any cash payment to Standard Laboratories, the University agrees to the following:
 - (a) Standard Laboratories shall be entitled to future access to the Journal's circulation and subscriber lists;
 - (b) Standard Laboratories shall be entitled to receive a total of sixteen full-page black-and-white advertisement insertions in the Journal, to

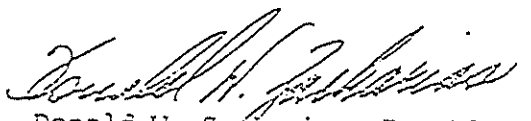
EXHIBIT A

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(c) One-half of the revenue obtained by the University from future back-issue sales of Journal issues published before August 1985 will be credited to Standard Laboratories' advertising account at the Journal.

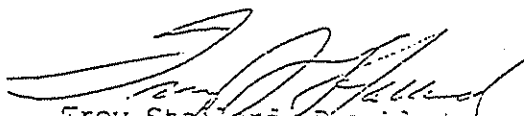
6. The masthead of the new Journal shall henceforth bear the words "founded in 1981 by Standard Laboratories."

7. This document contains the entire contract between the parties.

Approved:


Donald W. Zacharias, President
Western Kentucky University

8/15/85
Date


Troy Stallard, President
Standard Laboratories

8/15/85
Date