Space above this line for recorder's use only

MORTGAGE

This MORTGAGE, dated as of this day of August 2016 ("Mortgage") (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof), is between Contura Wyoming Land, LLC., a Deleware limited liability company, authorized to do business in Wyoming, with an address of 2273 Bishop Road, Gillette, Wyoming 82718 ("Mortgagor") and the Wyoming Department of Environmental Quality, Land Quality Division, with an address of 200 West 17th Street, Cheyenne, Wyoming 82002 ("Department").

RECITALS

WHEREAS, the Department has issued a Mining Permit, with Permit 214 ("Permit") to Contura Coal West, LLC., a Deleware limited liability company authorized to do business in Wyoming, whose physical address is 2273 Bishop Road, Gillette Wyoming 82718, ("Operator"). Operator is a sister company to Mortgagor and holds Permit No. 214 and mines coal pursuant to a Lease and Sublease with Mortgagor. Mortgagor as an accommodation to Operator and to facilitate mining of coal has agreed to pledge its interest in certain property located in Campbell County, Wyoming as collateral for Bond No. **CBC-001**.

WHEREAS, Operator is held and firmly bound unto the State of Wyoming in the sum of One Hundred Twenty Five Million, Five Hundred and Ten Thousand Dollars (\$125,510,000) to assure that Operator shall faithfully perform all requirements of Wyoming's Environmental Quality Act, the applicable rules and regulations promulgated thereunder, any order of the Department, and the terms and conditions of the Permit. Operator has elected collateral bonding to guarantee satisfaction of its Obligations.

WHEREAS, Operator's obligations are fully described in those documents comprising Bond Number CBC-001, which include the Bond Indemnity Agreement, Bond Agreement, Bond Corporate Guarantee, any applicable Bond riders, and any other document executed by the Operator containing bonding obligations for Bond Number CBC-001 (collectively "Bonding Agreements," as renewed, amended and restated, supplemented or otherwise modified from time to time, pursuant to the applicable law).

WHEREAS, Mortgagor agrees to pledge certain real property as set forth herein and more fully described in Exhibit A to secure Operator's Obligations under Bond Number CBC-001.

Page 1 of 26

Received For Pending State of Wyoming Campbell Co. Clerk Date 2/12/16 **DEQ Exhibit 4**

Bond No. <u>CBC-001</u> Permit No. <u>PT214</u>

DEQ04-00001 WHEREAS, the Department has agreed, subject to the terms and conditions hereof, to accept certain property as set forth herein and more fully described in Exhibit A to secure Operator's Obligations under Bond Number CBC-001 in the amount of \$31,356,767.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and the Department agree as follows:

SECTION 1. DEFINITIONS

1.1. **Definitions.** Capitalized terms used herein shall have the following meanings:

"Event of Default" occurs when Operator fails to satisfy the regulatory requirements associated with Permit 214 and bond forfeiture occurs as governed by the Bonding Agreements for CBC-001.

"Indebtedness" means all Obligations and liabilities of every nature of Operator now or hereafter existing under or arising out of or in connection with the Bonding Agreements.

"Mortgaged Property" means all of Mortgagor's interest in (i) the real property described in Exhibit A, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor ("Land"); (ii) all improvements now owned or hereafter acquired by Mortgagor, now or at any time, situated, placed or constructed upon the Land ("Improvements") (Land and Improvements are collectively referred to as the "Premises"); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises ("Personalty"); (iv) all reserves, escrows or impounds required under the Bonding Agreements and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property ("Deposit Accounts"); (v) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, or at any time in effect) which grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law ("Leases"); (vi) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property ("Rents"); (vii) to the extent mortgageable or assignable all other Page 2 of 26 Bond No. CBC-001

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agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property ("Property Agreements"); (ix) to the extent mortgageable or assignable, all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (x) all property tax refunds payable to Mortgagor and related to the Mortgaged Property ("Tax Refunds"); (xi) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof ("Proceeds"); (xii) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor ("Insurance"); and (xiii) to the extent permitted by applicable law, all of Mortgagor's right, title, and interest in and to any awards, damages, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures, Personalty ("Condemnation Awards"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations" means all of the agreements, covenants, conditions, warranties, representations, and other obligations of Operator, including without limitation, those arising out of or in connection with the Bonding Agreements.

"UCC" means Uniform Commercial Code of Wyoming or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Wyoming, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.2 Interpretation. References to "Sections" shall be to Sections of this Mortgage unless otherwise specifically provided. Section headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect. For purposes of this Mortgage: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to Mortgage as a whole. The definitions given for any defined terms in this Mortgage shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (a) to Exhibits and Sections mean the Exhibits and Sections of this Mortgage; (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This

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Mortgage shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. If any conflict or inconsistency exists between this Mortgage and the Bonding Agreements, the Bonding Agreements shall govern.

SECTION 2. GRANT

To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor hereby mortgages, pledges, grants, bargains, assigns, sells, transfers, and conveys with power of sale, to the Department the Mortgaged Property to have and hold, and Mortgagor does hereby bind itself, its successors, and assigns to warrant and forever defend the title to the Mortgaged Property unto the Department for so long as any of the Obligations remain outstanding.

SECTION 3. WARRANTIES, REPRESENTATIONS, AND COVENANTS

- 3.1. Title. Mortgagor represents and warrants to the Department that, (a) Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, (b) upon recordation with the appropriate authority, this Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property, (c) the Mortgaged Property does not include any lands in the process of being mined, reclaimed, or the subject of the Bonding Agreements, and (d) the Mortgaged Property shall not be mined while it remains subject to this Mortgage.
- 3.2. First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage. If any lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give the Department a detailed written notice of such lien or security interest, including origin, amount, and other terms, and (b) pay the underlying claim in full or take such other action so as to cause it to be released.
- 3.3. Payment and Performance. Mortgagor shall pay the Indebtedness secured by this mortgage when due under the Bonding Agreements and shall perform the Obligations in full when they are required to be performed as required under the Bonding Agreements.
- 3.4. Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of the Department or as permitted under the Bonding Agreements, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage, and free and clear of any other lien or security interest except such as may be permitted or first approved in writing by the Department.

- 3.5. Inspection. Mortgagor shall permit the Department, and the Department's agents, representatives, and employees, upon reasonable prior notice to Mortgagor and during normal business hours, to inspect Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such non-invasive environmental and engineering studies as the Department may reasonably require provided.
- 3.6. Covenants Running with the Land. All obligations contained in this Mortgage are intended by Mortgagor and the Department to be, and shall be construed as covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Bonding Agreements; however, no such party shall be entitled to any rights thereunder without the prior written consent of the Department. In addition, all of the covenants of Mortgagor in the Bonding Agreements are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.
- 3.7. Condemnation Awards and Insurance Proceeds. Mortgagor assigns all awards and compensation to which it is entitled for any condemnation or other taking, or any purchase in lieu thereof, to the Department and authorizes the Department to collect and receive such awards and compensation and to give proper receipts and acquittances therefor. Mortgagor assigns to the Department all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor authorizes the Department to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to the Department, instead of to Mortgagor and the Department jointly.
- 3.8. Mortgage Tax. Mortgagor shall (i) pay when due any tax imposed upon it or upon the Department pursuant to the tax law of the state in which the Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.
- 3.9. Reduction of Secured Amount. So long as the balance of the Operator's Obligations exceeds the amount secured by this Mortgage, any performance or reduction in Operator's Obligations shall not be applied against, or reduce, the portion of the Mortgagor's Obligations secured by this Mortgage.

SECTION 4. DEFAULT AND FORECLOSURE

4.1. Remedies. If an Event of Default has occurred and is continuing, the Department may, at the Department's election, exercise any or all of the following rights, remedies, and recourses: (a) declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, Page 5 of 26

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demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable; (b) enter the Mortgaged Property and take exclusive possession thereof and of all books, records, and accounts relating thereto or located thereon; provided, if Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without the Department's prior written consent, the Department may invoke any legal remedies to dispossess Mortgagor; (c) hold, lease, develop, manage, operate, or otherwise use the Mortgaged Property upon such terms and conditions as the Department may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements, and taking other actions, from time to time, as the Department deems necessary or desirable), and apply all Rents and other amounts collected by the Department in connection therewith in accordance with the provisions hereof; (d) institute proceedings for the complete foreclosure of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels; provided, (i) with respect to any notices required or permitted under the UCC, Mortgagor agrees that thirty (30) days' prior written notice shall be deemed commercially reasonable; (ii) at any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy, or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through, or under Mortgagor, (iii) the Department may be a purchaser at such sale and if the Department is the highest bidder, the Department shall credit the portion of the purchase price that would be distributed to the Department against the Indebtedness in lieu of paying cash, and (iv) in the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property may be waived by the Department; (e) make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment; provided, any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions hereof; and (f) exercise all other rights, remedies, and recourses granted under the Bonding Agreements or otherwise available at law or in equity.

4.2. Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as the Department in its sole discretion may elect, the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

- 4.3. Remedies Cumulative, Concurrent, and Nonexclusive. The Department shall have all rights, remedies, and recourses granted in the Bonding Agreements and available at law or equity, including the UCC, which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively, or concurrently against Operator or others obligated under the Bonding Agreements, or against the Mortgaged Property, or against one or more of them, at the sole discretion of the Department, (c) may be exercised as often as occasion therefor shall arise, and the exercise of failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy, or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by the Department in the enforcement of any rights, remedies, or recourses under the Bonding Agreements or otherwise at law or equity shall be deemed to cure any Event of Default.
- 4.4. Release of and Resort to Collateral. The Department may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating, or releasing the lien or security interest created in or evidenced by the Bonding Agreements or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, the Department may resort to any security in such order and manner as the Department may elect.
- 4.5. Waiver of Redemption, Notice, and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exemption the Mortgaged Property from attachment, levy, or sale on execution or provision for any stay of execution, exemption from civil process, redemption, or extension of time for payment and (b) any right to marshalling of assets or a sale in inverse order of alienation.
- 4.6. Discontinuance of Proceedings. If the Department shall have proceeded to invoke any right, remedy, or recourse permitted under the Bonding Agreements or that exists under the applicable law and shall thereafter elect to discontinue or abandon it for any reason, the Department shall have the unqualified right to do so and, in such an event, Operator, Mortgagor and the Department shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Bonding Agreements, the Mortgaged Property, and otherwise, and the rights, remedies, recourses, and powers of the Department shall continue as if the right, remedy, or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exists or the right of the Department thereafter to exercise any right, remedy, or recourse under the Bonding Agreements or that exists under the applicable law for such Event of Default.
- **4.7. Application of Proceeds.** The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation, or other use of the Page 7 of 26

 Bond No. **CBC-001**

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Mortgaged Property, shall be applied by the Department (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law: first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving, and selling the same, including without limitation, (a) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (b) court costs, (c) reasonable attorneys' and accountants' fees and expenses, (d) costs of advertisement; second, to the extent of any excess of such proceeds, to the payment of all other Obligations; and third, to the extent of any excess of such proceeds, to the payment to or upon the order of Mortgagor or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

- 4.8. Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof will divest all right, title, and interest of the Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.
- No Mortgagee in Possession. 4.9. Neither the enforcement of any of the remedies under this Section, the assignment of the Rents and Leases under Section 5, the security interests under Section 6, nor any other remedies afforded to the Department under the Bonding Agreements, at law or in equity shall cause the Department to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate the Department to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty, or liability whatsoever under any of the leases or otherwise.

SECTION 5. ASSIGNMENT OF RENTS AND LEASES.

Assignment. In furtherance of and in addition to the assignment made by 5.1. Mortgagor herein, Mortgagor hereby absolutely, presently, irrevocably, and unconditionally grants, assigns, sells, transfers, and conveys to the Department all of its right, title, and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title, and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from the Department to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein Page 8 of 26

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granted shall automatically expire and terminate, without notice by the Department (any such notice being hereby expressly waived by Operator).

- Perfection Upon Recordation. Mortgagor acknowledges that the Department has taken all reasonable actions necessary to obtain, and that upon recordation of this Mortgage the Department shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases and in the case of security deposits, rights of depositors and requirements of law. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, the Department's interests in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code ("Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.
- 5.3. Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and the Department agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code; (b) the security interest created by this Mortgage extends to property of Operator acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

SECTION 6. SECURITY AGREEMENT

- 6.1. Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, and Condemnation Awards. To this end, Mortgagor grants to the Department a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, and Condemnation Awards, and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that the Department shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition, or other intended action by the Department with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, and Condemnation Awards send to Operator at least thirty (30) days prior to any action under the UCC shall constitute reasonable notice to Operator.
- 6.2. Financing Statements. Mortgagor shall execute and deliver to the Department, in form and substance reasonably satisfactory to the Department, such financing

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statements and such further assurance as the Department may, from time to time, reasonably consider necessary to create, perfect, and preserve the Department's security interest hereunder and the Department may cause such statements and assurances to be recorded and filed, at such time and places as may be required or permitted by law to so create, perfect, and preserve such security interest. Mortgagor's chief executive office is the address set forth in the Bonding Agreements.

6.3. Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Operator and the Department as set forth in the first paragraph of this Mortgage. This Mortgage is to be filed for record in the real estate records of each county where any part of the Mortgaged Property is situated.

SECTION 7. ATTORNEY-IN-FACT

Mortgagor hereby irrevocably appoints the Department as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, (a) to execute and record any notices of completion, cessation of labor or any other notices that the Department deems appropriate to protect the Department's interest, if Mortgagor shall fail to do so within ten (10) days after written request by the Department, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance, or further assurance with respect to the Leases, Rents, Deposit Accounts, Fixtures, Personalty, Property Agreements, Tax Refunds, Proceeds, Insurance, and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file, or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect, or preserve the Department's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; provided (i) the Department shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) the Department as such attorney-in-fact shall only be accountable for such funds as are actually received by the Department; and (iii) the Department shall not be liable to Mortgagor or any other person or entity for failure to take any action which it is empowered to take under this Section.

SECTION 8. LOCAL LAW PROVISIONS

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY STATUTORY ADVERTISEMENT AND SALE UNDER WYO. STAT. § 34-4-102. IN FORECLOSURE BY STATUTORY ADVERTISEMENT AND SALE, NO HEARING IS REQUIRED AND THE MORTGAGED

PROPERTY MAY BE SOLD AFTER PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER IN ACCORDANCE WITH THE APPLICABLE LAW.

SECTION 9. MISCELLANEOUS

Any notice required or permitted to be given under this Mortgage shall be given in accordance with the address listed above. No failure or delay on the part of the Department in the exercise of any power, right, or privilege hereunder or under the Bonding Agreements shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or future exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Mortgage and the Bonding Agreements are cumulative to, and no exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Mortgage shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Mortgage shall be binding upon and inure to the benefit of the Department and Mortgagor and their respective successors and assigns. Except as permitted in the Bonding Agreements, Mortgagor shall not, without the prior written consent of the Department, assign any rights, duties, or obligations hereunder. Upon payment in full of the Indebtedness and performance in full of the Obligations, subject to and in accordance with the terms and provisions of the Bonding Agreement, the Department, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor. This Mortgage and the Bonding Agreements embody the entire agreement and understanding between the Department and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof, and thereof. Accordingly, the Bonding Agreements and this Mortgage may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

SECTION 10. APPLICABLE LAW

The provisions of this Mortgage regarding the creation, perfection, the enforcement of the liens and security interests herein granted, all other provisions of this Mortgage, and the rights and obligations of Mortgagor and the Department shall be governed by, construed under, and enforced in accordance with the laws of Wyoming, without regard to the Conflict of Law principles thereof.

SECTION 11. MULTI-SITE REAL ESTATE TRANSACTIONS

Mortgagor acknowledges that this Mortgage may be one of a number of Mortgages and other security documents ("Security Agreements") that secure the Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any many be affected or impaired by any acts or omissions whatsoever of the Department, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Department of any security for or guarantees of the Obligations, or by any failure, neglect or omission on the part of the Department to realize upon or protect any Obligation or any collateral security therefore including the Other Mortgages. The lien of this Mortgage shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification, or disposition of any of the Obligations or of any of the collateral security therefor, including the Security Agreements or any guarantee thereof, and, to the fullest extent permitted by applicable law, the Department may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Security Agreements without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of the Department's rights and remedies under any or all of the Security Agreements shall not in any manner impair the Indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights and remedies of the Department hereunder shall not impair the lien of any of the Security Agreements or any of the Department's rights and remedies thereunder. To the fullest extent permitted by applicable law, Mortgagor specifically consents and agrees that the Department may exercise its rights and remedies hereunder and under the Security Agreements separately or concurrently and in order that it may deem appropriate and waives any right of subrogation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

Contura Wyoming Land, LLC

Title: President and Manager

COMMONWEALTH OF VIRGINIA)

MELANIE PAIGE HUTTON

Notary Public Commonwealth of Virginia 7671030 mission Expires Oct 31, 2020) ss

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CITY OF BRISTOL

This instrument was acknowledged before me on August 4, 2016 by J. Scott Kreutzer President and Manager of Contura Wyoming Land LLC., a Delaware limited liability company.

(Seal)

My Commission Expires: 10/31/2020

Commission #: 7671030

EXHIBIT A TO MORTGAGE

Legal Description of Premises:

Surface Land: Black Thunder Ranch

TOWNSHIP 46 NORTH, RANGE 69 WEST, 6TH P.M.

Section 22: E½E½

Section 23: W1/2

Section 24: S½, S½N½, NE¼NW¼, N½NE ¼

Section 26: W%SW 1/4

Section 27: SE¼, E½SW¼

Section 29: All

Section 31: W½SW¼, E½SW¼, SE¼

Section 32: All

Section 33: SW1/4

Section 34: NE¼NW¼, W½NE ¼, SE¼NE¼, E½SW¼, SE¼

Section 35: All

TOWNSHIP 46 NORTH, RANGE 70 WEST, 6TH P.M.

Section 35: All

TOWNSHIP 45 NORTH, RANGE 69 WEST, 6TH P.M.

Section 1: N½N½, S½N½, S½ (all)

Section 2: N½NW¼, S½ NW¼, S½

Section 3: N½NE¼, S½NE¼, SW¼, W½SE¼

Section 4: N½ ½, S½SW¼

Section 5: N½NW ¼, S½NW ¼, S½

Section 6: N½N½, SW¼NW¼, W½SW¼, SE¼NW¼, E½SW¼, S½NE¾, SE¼ (all)

Section 8: All

Section 9: NW¼, NW¼NE¼, W½SW¼

Section 10: N½N½, SE¼NE¾

Section 12: S½, NE¼NE¼

Section 17: E½E½, E½W½, W½NW¼, NW¼SW¼

Section 18: W½W½, E½W½, SW¼NE¼, SW¼SE¼, E½E½

Section 19: W½W½, E½W½, W½E½

Section 30: W½W½, E½W½

Section 31: SW¼NW¼, W½SW¼

TOWNSHIP 45 NORTH, RANGE 70 WEST, 6TH P.M.

Section 1: N½N½, S½N½, S½ (all)

Section 2: N½N½, S½NE¼, SE¼

Section 11: E½
Section 12: All

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Section 13: All

Section 24: All

Section 25: All

Section 26: All

Section 29: S½SW¼

Section 31: SE¼NE¼, E½SE¼

Section 32: W½W½, NE¼NW¼

Section 34: E½NW¼, NE¼SW¼, E½

Section 35: All

TOWNSHIP 44 NORTH, RANGE 69 WEST, 6TH P.M.

Section 7: SW¼SW¼, E½SW¼, S½NE¼, SE¼

Section 19: NW%NW%, W%SW%, NE%NW%, N%NE%, E%SW%, N%SE%, SW%SE%

Section 20: S½N½, SW¼

Section 21: SE%SW%

Section 28: NW1/NW1/4

Section 29: N½NE¼

Section 30: W½W½, E½W½

Section 31: W½W½, E½W½, W½SE¼

TOWNSHIP 44 NORTH, RANGE 70 WEST, 6TH P.M.

Section 1: NE¼NE¼, N½NW¾, S½NE¾, W½SE¾, NW¾SE¾

Section 2: N½N½, SW¼NE¾, S½NW¾, SW¾, W½SE¾

Section 3: NE¼NE¼, SE¼NE¼, SE¼SE¼

Section 4: W%SE¼, W%SW¼, SE¼SW¼, SW¼NW¼,

Section 5: N½N½, S½N½, S½ (all)

Section 6: N½NE¼, NE¼NW¼, S½NE¼, SE¼, E½SW¼, SE¼NW¼

Section 7: All

Section 8: All

Section 9: W½, W½E½, SE¼NE¼, E½SE¼

Section 10: W½SW¼, E½W½, E½

Section 11:W½, W½E½, SE¼NE¼, E½SE¼

Section 12:S½N½, NE¼NE¼, S½

Section 13: All

Section 14: All

Section 15: All

Section 17: All

Section 18: W½W½, E½W½

Section 21: All

Section 22: E½W½, NW¾NW¾, SW¼SW¾, E½

Section 23: All

Section 24: SW¼NW¼, W½SW¼, E½W½, W½NE¾, NW¼SE¼, E½E½

Section 25: E½E½

TOWNSHIP 43 NORTH, RANGE 69 WEST, 6TH P.M.

Section 5: SW%NW%, SW%

Section 6: N½N½, SW¼NW¾, NW¼SW¾, SE¼NW¾, E½SW¼, S½NE¾, SE¼

Section 7: NE%

Section 8: N½NW¼, SW¼NW¼

TOWNSHIP 43 NORTH, RANGE 70 WEST, 6TH P.M.

Section 1: NE%NE%

TOWNSHIP 46 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 31: W½W½, E½W½

Together with all of Grantors' interest in the minerals thereunder, all improvements situated thereon, and all water, water rights, ditch and ditch rights, and rights pertaining thereto, subject to all highways, right of ways, easements, leases, covenants, conditions, and prior reservations, including reservation of minerals, and all oil and gas leases now of record.

Mineral Acres: Black Thunder Ranch

TOWNSHIP 42 NORTH, RANGE 67 WEST, 6TH P.M. (Weston County)

Section 2: Lots 3 and 4

Section 5: Lots 1, 2, and 4, SW¼NE¼, S½NW¼ Section 6: Lots 1, 2, and 3, SE¼NE¼, SE½, NW¼

Section 17: N½

Section 18: Lots 1, 2, 3 and 4, E½W½

TOWNSHIP 42 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 2: Lots 2, 3, and 4 Section 3: Lots 1, 2, 3, and 4

TOWNSHIP 43 NORTH, RANGE 67 WEST, 6TH P.M. (Weston County)

Section 18: Lot 4, SW¼SE¼, SE¼SW¼

Section 19: E½E½, NW¼NE¾

Section 34: N½NW¼, W½NE¼, SE¼SE¼

Section 35: SW%SW%

TOWNSHIP 43 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 2: SW¼, SW¼SE¼

Section 3: SW¼NW¼

Section 4: Lots 1, 2, SE¼NE¼, S½SE¼

Section 5: Lots 1, 2, S½NE¼, SE¼

Section 6: Lots 1, 2, S½NE¼, SE¼

Section 8: W1/2

Section 9: NE¼, N½SE¼

Section 11: S½NW¼, NW¼NW¼, E½SE¼

Section 31: W½NE¼, Lots 1 and 2, SE¼NW¼

Section 33: NE¼, NE¼SE¼

Section 34: NE¼, W½NW¼, N½S½, SW¼SW¼

Section 35: E1/2

TOWNSHIP 43 NORTH, RANGE 69 WEST, 6TH P.M. (Campbell County)

Section 6: Lot 6

Section 20: SW%NE%

Section 27: NE¼, NE¼NW¼, N½SE¼, SE¼SE¼

TOWNSHIP 43 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

Section 23: NW%SE%

TOWNSHIP 44 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

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Section 3: Lots 3, 4, S½NW¼, N½SW¼, SE¼SW¼

Section 4: NE%SE%

Section 5: Lot 4, SW¼NW¼

Section 6: Lot 1, SE¼NE¼, N½SE¼

Section 7: SE%

Section 18: Lots 1, 2, 3, and 4, E½W½ Section 19: E½SW¼, W½SE¼, SE¼SE¼

Section 29: W½E½, N½NW¼, NE¼SW¼, S½SW¼

Section 30: W½E½, SE¼NE¼, E½NW¼, NE¼SW¼, E½SE¼

Section 31: Lots 3 and 4, E½SW¼, SE¼

Section 33: SW¼NE¼, S½NW¼, N½SW¼, W½SE¼

TOWNSHIP 42 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

Section 2: W1/2

TOWNSHIP 44 NORTH, RANGE 69 WEST, 6TH P.M. (Campbell County)

Section 2: Lot 4, SW¼NW¼, W½SW¼, SE¼SW¼, SW¼, SE¼

Section 7: Lot 4

Section 11: N½NE¼

Section 12: S½NW¼, N½SW¼, W½SE¼, SE¼SE¼

Section 13: N½S½, S½NE¾, NE¾NE¾

Section 14: E½SE¼

Section 18: Lots 1, 2 and 4, E½ W½, SW¼SE¼

Section 19: Lot 1, N½NE¼, NE¼NW¼

Section 21: NE¼, NE¼NW¼, NE¼SW¼, N½SE¼ Section 24: W½NE¼, NW¼, NE¼SW¼, NW¼SE¼

Section 25: SE¼NW¼, SW¼, W½SE¼, SE¼SE ¼ Section 26: E½NW¼, N½SW¼, S½SE¼, NW¼SE¼

Section 27: N½SE¼, NE¼SW¼

Section 31: NE¼SE¼

Section 35: NE 1/4NE 1/4

TOWNSHIP 44 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

Section 2: N½SW ¼, SW¼SW¼, W½SE¼

Section 4: Lots 1 and 4

Section 7: Lots 3 and 4, E½SW¼, SE¼

Section 8: W1/2

Section 9: SE¼

Section 10: S½S½, NW¼SE¼

Section 11: N½NW¼, NW¼NE¼

Section 12: W½SE¼, SW¼NE¼, SE¼SE¼

Section 13: S½S½, NW¼SW¼

Section 14: SW¼NE¼, NW¼, SW¼SW¼, N½SE¼

Section 15: NE¼, N½SE¼, SE¼SE¼

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Section 21: W½NE¼, W½ Section 22: SW¼SW¼ Section 23: SE½NW¼

Section 24: N½NE¼, N½NW¼

Section 27: NW1/4NW1/4

Section 34: SW¼NW¼, N½SW¼

TOWNSHIP 45 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 2: S½N½

Section 6: E½SW¼, W½SE¼, Lot 3

Section 7: W½NE¼, E½NW¼

Section 10: N½SE¼ Section 11: N½SW¼

Section 19: E½NE¼, NE¼SE¼

Section 20: NW¼SW¼

Section 29: W%SW%

Section 30: Lots 1, 2, 3, and 4

Section 32: W½W½, E½SW¼, N½SE¼

TOWNSHIP 45 NORTH, RANGE 69 WEST, 6TH P.M. (Campbell County)

Section 2: Lots 3 and 4, E½SW¼, SE¼

Section 3: Lot 1, SE¼NE¼

Section 5: SE%SE%

Section 8: S½NE¼, NE¼NE¼

Section 9: N½

Section 10: N½N½, SE¼NE¾

Section 11: N½NE¼
Section 12: SW¼SE¼

Section 13: NE¼NE¼, W½E½, E½SE¼

Section 15: SW1/4

Section 18: Lots 2, 3, and 4, E½SW½ Section 19: Lots 1, 2, 3, and 4, E½W½

Section 21: E½, E½W½
Section 22: N½, N½SW¾

Section 23: SE1/4

Section 24: N½NE¾, W½SW¾

Section 25: E½E½, N½NW¼, SW¼

Section 26: N½NE¼, SE¼

Section 27: S½SE¼, NW¼SE¼

Section 28: NE¼NE¼

Section 34: E½NE¼, NE¼SE¼

Section 35: W%SW%

TOWNSHIP 45 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

Section 12: E½

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Section 13: E½NE¼, NE¼SE¼

Section 24: S½

Section 25: All

Section 26: N½, N½SW¼, E½SE¼

Section 33: SW%SW%

TOWNSHIP 46 NORTH, RANGE 67 WEST, 6TH P.M. (Weston County)

Section 19: Lots 1, 2, and 4, SE¼NW¼, E½SW¼, W½SE¼

Section 30: Lot 1, W½NE¼, E½NW¾

TOWNSHIP 46 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 10: S½SW¼, SW¼SE¼

Section 11: NW1/4

Section 13: SE¼SE¼, SW¼SW¼

Section 14: SE¼

Section 15: SE¼NE¼, W½NE¼, W½

Section 17: SW1/4

Section 21: E½NE¼

Section 22: W%NW%

Section 23: E½E½

Section 24: E½NE¼, SW¼NE¼, E½W½, W½SE¼, SW¼SW¼

Section 25: W½NE¾, NW¾, W½SW¾

Section 26: E½NE¼

TOWNSHIP 46 NORTH, RANGE 69 WEST, 6TH P.M. (Campbell County)

Section 29: W1/2

Section 31: Lots 3 and 4, E½SW¼, W½

TOWNSHIP 49 NORTH, RANGE 68 WEST, 6TH P.M. (Crook County)

Section 2: SW¼NW¼, SW¼, W½SE¼

Section 3: S½NE¼, E½SE¼

Section 9: S%SE%

Section 10: E½NE¼, S½SW¼, SW¼SE¼

Section 11: W½W½

Section 15: N½NE¼, SW¼NE¼, NE¼NW¼

TOWNSHIP 42 NORTH, RANGE 67 WEST, 6TH P.M. (Weston County)

Section 4: W½SW¼, SW¼NW¼

Section 9: NW%NW%

TOWNSHIP 42 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 5: Lots 1, 2, 3, and 4, 5½N½

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Section 6: Lots 6 and 7, E½SW¼, SE¼

TOWNSHIP 43 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 24: W½
Section 26: S½

TOWNSHIP 43 NORTH, RANGE 69 WEST, 6TH P.M. (Campbell County)

Section 2: SE¼NW¼, N½SW¼, SW¼SW¼

Section 3: S½SE¼, SE¼SW¼

Section 7: SE¼

Section 8: N½NE¾, SW¾ Section 9: N½N½, S½NE¾ Section 10: NE¾NW¾

TOWNSHIP 44 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 5: Lots 1 and 2, S½NE ¼, SE¼

Section 8: E½

Section 19: Lots 1 and 2, E½NW¼, NE¼

Section 23: SE¼
Section 26: NE¼

Section 34: S½NE¼, NE¼NE¼, NE¼SE¼

Section 35: W½W½

TOWNSHIP 44 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

Section 4: SW%NW%

Section 5: Lots 1, 2, 3, and 4, SE¼NE¼, SW¼NW¼, NE¼SW¼, N½SE¼

Section 6: Lot 1, SE¼NE ¼

Section 7: Lots 1 and 2, E½NW¼, NE¼

Section 12: SW%NE% Section 15: SW%SE%

Section 17: W½

Section 22: N½N½, SW¼NE¾, SE¼NW¾, NE¼SW¼

TOWNSHIP 45 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 7: SE¼SE¼

Section 17: NW¼, N½SW¼ Section 18: Lot 4, NE¼NE¼

Section 19: Lot 1 Section 34: W%E%

TOWNSHIP 45 NORTH, RANGE 70 WEST, 6TH P.M. (Campbell County)

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Section 1: Lots 1 and 2, S½NE¼, N½S½, S½SE¼

Section 2: SW%NE% Section 31: E%SE% Section 32: W%SW%

TOWNSHIP 42 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 4: Lots 1, 2, 3, SE¼NE¼

TOWNSHIP 43 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 31: NE¼SE¼ Section 32: N½S½, S½SE¼ Section 33: SW¼SW¼

TOWNSHIP 45 NORTH, RANGE 68 WEST, 6TH P.M. (Weston County)

Section 14: S½ Section 23: N½

Section 29: SW¼NE¼, E½SW¼, W½SE¼, SE¼SE¼

Section 32: NE¼, E½NW¼

Campbell County, Wyoming

Property lying West of Hwy 59 is more particularly described as follows:

Beginning at the SW corner of Section 7, Township 48 North, Range 71 West, 6th P.M., thence S 00°15'37" E a distance of 1323.29'; thence S 00°15'38" E a distance of 1249.45'; thence S 86°05'53" W a distance of 1378.42'; thence S 12°06'30" W a distance of 1317.09'; thence N 89°55'41" W a distance of 1090.31'; thence S 00°37'29" W a distance of 1278.26'; thence S 89°54'24" W a distance of 1325.74'; thence S 00°22'06" E a distance of 1340.54'; thence S 89°52'55" E a distance of 1320.80'; thence S 00°33'44" E a distance of 2271.11'; thence S 12°46'37" W a distance of 3198.74'; thence S 89°59'38" W a distance of 616.48'; thence S 00°35'18" W a distance of 1319.09'; thence N 89°35'11" E a distance of 382.67'; thence S 08°58'18" W a distance of 2704.89'; thence N 89°43'46" W a distance of 1299.55'; thence S 00°44'29" W a distance of 1288.35'; thence S 00°34'53" W a distance of 3936.69'; thence S 00°09'07" W a distance of 4400.90'; thence S 00°22'09" W a distance of 2237.02'; thence S 89°14'28" E a distance of 1315.92'; thence S 01°21'42" E a distance of 1329.56'; thence S 89°48'40" E a distance of 1317.53'; thence S 00°32'26" W a distance of 1343.72'; thence N 89°17'43" E a distance of 2625.65'; thence N 01°32'17" E a distance of 1321.09'; thence N 89°51'22" E a distance of 2626.49'; thence S 00°06'10" E a distance of 1324.19'; thence S 00°06'09" E a distance of 1325.01'; thence S 89°34'49" W a distance of 1382.17'; thence S 89°35'05" W a distance of 1257.48'; thence N 85°44'11" W a distance of 991.87'; thence N 89°53'45" W a distance of 340.30'; thence N 89°53'44" W a distance of 415.96'; thence N 89°52'19" W a distance of 383.48'; thence N 89°51'38" W a distance of 390.75'; thence N 89°51'34" W a distance of 138.53'; thence N 89°51'32" W a distance of 341.39'; thence N 89°56'06" W a distance of 317.30'; thence N 89°56'56" W a distance of 376.51'; thence S 84°17'29" W a distance of 44.63'; thence S 87°02'57" W a distance of 51.34'; thence S 89°30'16" W a distance of 34.11'; thence N 89°16'44" W a distance of 8.13'; thence N 88°27'53" W a distance of 23.82'; thence N 86°16'52" W a distance of 50.87'; thence N 83°18'22" W a distance of 50.87'; thence N 80°57'32" W a distance of 29.37'; thence N 79°57'24" W a distance of 9.90'; thence N 78°11'47" W a distance of 51.51'; thence N 75°14'45" W a distance of 51.51'; thence N 72°17'42" W a distance of 51.51'; thence N 69°20'40" W a distance of 51.51'; thence N 66°23'36" W a distance of 51.51'; thence N 63°26'33" W a distance of 51.51'; thence N 60°29'31" W a distance of 51.51'; thence N 57°32'27" W a distance of 51.51'; thence N 55°57'46" W a distance of 3.53'; thence N 59°18'57" W a distance of 231.25'; thence N 56°53'17" W a distance of 70.35'; thence N 58°43'00" W a distance of 78.19'; thence N 60°38'30" W a distance of 78.19'; thence N 62°34'01" W a distance of 78.19'; thence N 64°29'31" W a distance of 78.19'; thence N 66°25'01" W a distance of 78.19'; thence N 68°05'34" W a distance of 57.92'; thence N 82°42'06" W a distance of 125.97'; thence N 89°49'59" W a distance of 126.58'; thence N 89°50'30" W a distance of 26.66'; thence N 89°49'55" W a distance of 25.13'; thence N 89°49'52" W a distance of 100.00'; thence S 00°10'07" W a distance of 614.27'; thence S 00°08'24" W a distance of 1.61'; thence S 00°10'06" W a distance of 493.38'; thence S 00°02'54" E a distance of 834.52'; thence S

00°01'36" E a distance of 1329.40'; thence N 89°49'26" W a distance of 1204.71'; thence N 89°50'13" W a distance of 1335.06'; thence N 89°50'12" W a distance of 1345.38'; thence N 89°50'14" W a distance of 1345.38'; thence N 89°59'41" W a distance of 1312.35'; thence N 89°59'39" W a distance of 1312.35'; thence N 89°59'40" W a distance of 1320.87'; thence N 89°59'41" W a distance of 1320.86'; thence N 00°21'26" E a distance of 1329.53'; thence N 00°15'12" E a distance of 1330.11'; thence N 00°02'45" W a distance of 1340.65'; thence N 00°00'52" W a distance of 1340.64'; thence N 89°58'10" E a distance of 1319.38'; thence N 00°17'41" E a distance of 1330.51'; thence S 89°50'16" W a distance of 1318.59'; thence N 00°19'55" E a distance of 72.12'; thence N 00°19'47" E a distance of 1254.36'; thence N 89°43'12" W a distance of 1332.35'; thence N 89°45'34" W a distance of 1331.61'; thence N 89°42'45" W a distance of 1332.34'; thence N 89°45'08" W a distance of 1332.35'; thence N 89°37'07" W a distance of 1336.73'; thence S 00°05'49" W a distance of 1342.67'; thence N 89°31'41" W a distance of 1334.64'; thence N 00°01'28" W a distance of 1339.65'; thence S 89°59'54" W a distance of 1339.66'; thence N 89°59'54" W a distance of 1338.93'; thence N 89°44'04" W a distance of 1499.54'; thence N 89°41'31" W a distance of 1498.80'; thence S 87°36'16" W a distance of 1500.43'; thence S 00°24'57" W a distance of 1345.84'; thence S 00°27'17" W a distance of 1347.47'; thence S 88°55'28" W a distance of 1397.71'; thence N 00°31'45" E a distance of 1331.84'; thence N 00°31'44" E a distance of 1331.84'; thence N 00°26'10" E a distance of 1330.85'; thence N 00°26'10" E a distance of 1330.84'; thence N 00°30'27" E a distance of 1328.84'; thence N 00°30'28" E a distance of 1328.85'; thence N 00°33'39" E a distance of 1322.24'; thence N 00°33'40" E a distance of 1322.24'; thence N 00°41'40" E a distance of 1326.87'; thence N 00°41'40" E a distance of 1326.86'; thence N 88°48'35" E a distance of 1536.01'; thence N 88°48'21" E a distance of 1696.34'; thence S 00°30'11" W a distance of 1358.47'; thence S 89°31'05" E a distance of 1322.27'; thence S 89°31'05" E a distance of 1322.27'; thence N 89°44'39" E a distance of 1333.58'; thence N 89°44'37" E a distance of 1333.58'; thence N 89°58'53" E a distance of 1333.35'; thence N 89°58'54" E a distance of 1333.34'; thence N 00°28'13" E a distance of 1317.32'; thence N 00°16'20" E a distance of 1325.86'; thence N 89°46'22" W a distance of 1331.68'; thence N 89°46'20" W a distance of 1331.67'; thence S 89°59'22" W a distance of 1332.19'; thence S 89°59'22" W a distance of 1332.20'; thence N 00°13'09" E a distance of 1333.05'; thence N 00°13'08" E a distance of 1333.07'; thence N 00°13'10" E a distance of 1333.07'; thence N 00°39'51" E a distance of 1333.10'; thence N 00°39'51" E a distance of 1333.11'; thence S 89°47'15" E a distance of 1332.18'; thence N 00°38'14" E a distance of 1334.65'; thence N 00°38'13" E a distance of 1334.60'; thence S 89°55'18" E a distance of 1330.94'; thence S 89°55'31" E a distance of 1330.93'; thence S 89°55'44" E a distance of 1330.94'; thence N 88°42'35" E a distance of 1322.30'; thence N 88°42'22" E a distance of 1322.30'; thence N 88°42'19" E a distance of 1322.27'; thence N 88°42'05" E a distance of 1322.27'; thence S 86°47'01" E a distance of 1328.52'; thence N 00°55'33" E a distance of 1339.11'; thence N 88°04'09" W a distance of 1328.44'; thence N 00°53'31" E a distance of 1309.32'; thence N 00°53'54" E a distance of 1309.31'; thence S 88°55'24" E a distance of 1329.70'; thence S 88°55'25" E a distance of 1329.70'; thence N 89°57'44" E a distance of 1315.42'; thence N

89°57'45" E a distance of 1315.42'; thence S 00°43'50" W a distance of 4008.96'; thence S 89°17'41" E a distance of 1330.78'; thence N 00°39'28" E a distance of 4006.37'; thence N 89°10'59" W a distance of 1325.68'; thence N 01°18'52" E a distance of 1320.98'; thence S 89°16'47" W a distance of 1319.89'; thence N 00°10'17" W a distance of 1334.39'; thence S 89°51'35" W a distance of 1322.28'; thence N 00°16'33" W a distance of 1347.69'; thence N 00°16'31" W a distance of 1321.89'; thence S 89°32'46" E a distance of 1327.24'; thence N 00°10'13" W a distance of 1321.42'; thence S 89°31'48" E a distance of 1329.67'; thence S 89°38'54" E a distance of 1317.54'; thence S 89°39'06" E a distance of 1317.54'; thence S 89°52'19" E a distance of 1317.54'; thence S 89°52'33" E a distance of 1317.54'; thence S 89°48'02" E a distance of 1326.42'; thence S 89°48'16" E a distance of 1326.43'; thence S 88°53'26" E a distance of 1326.76'; thence S 00°12'36" E a distance of 1330.68'; thence S 00°12'36" E a distance of 1330.71'; thence S 00°12'37" E a distance of 1325.48'; thence S 00°12'37" E a distance of 1325.53'; thence S 89°41'43" E a distance of 244.55'; thence S 89°43'11" E a distance of 100.47'; thence S 89°43'15" E a distance of 50.40'; thence N 07°58'59" E a distance of 588.53'; thence N 07°59'02" E a distance of 748.08'; thence S 89°37'49" E a distance of 548.55'; thence S 00°14'55" E a distance of 740.83'; thence S 00°15'00" E a distance of 582.95'; thence S 89°41'50" E a distance of 196.09'; which is the point at the beginning, having an area of 17114.300 acres more or less.

Bone Pile Hay Field

Starting at the SW corner of Section 9, Township 48 North, Range 72 West, 6th P.M., thence N 89°09'27" W a distance of 2655.00'; this being the point of the beginning; thence S 00°13'37" W a distance of 1335.23'; thence S 00°13'38" W a distance of 1335.22'; thence S 00°13'36" W a distance of 1327.91'; thence N 89°48'52" W a distance of 1331.41'; thence N 00°12'23" E a distance of 1330.34'; thence N 89°42'34" W a distance of 1331.89'; thence N 00°10'31" E a distance of 1332.80'; thence N 89°56'38" W a distance of 1330.38'; thence N 00°10'30" E a distance of 1352.10'; thence N 00°08'14" E a distance of 1306.04'; thence N 89°58'54" W a distance of 1329.15'; thence N 00°11'30" E a distance of 1285.77'; thence N 89°08'45" E a distance of 1328.12'; thence N 89°08'46" E a distance of 1328.11'; thence S 89°42'07" E a distance of 1335.33'; thence S 00°07'57" W a distance of 1324.91'; thence S 89°45'28" E a distance of 1334.21'; thence S 00°10'50" W a distance of 1323.60'; which is the point at the beginning, having an area of 486.400 acres more or less.

Together with all of Grantors' interest in the minerals thereunder, all improvements situated thereon, and all water, water rights, ditch and ditch rights, and rights pertaining thereto, subject to all highways, right of ways, easements, leases, covenants, conditions, and prior reservations, including reservation of minerals, and all oil and gas leases now of record.

Crook County, Wyoming

Surface Land:

TOWNSHIP 50 NORTH, RANGE 66 WEST 6TH P.M.

Section 4: NW%NW% (Bucks SUBD, BLK 2, Lots 25 and 26)

Together with all of Grantors' interest in the minerals thereunder, all improvements situated thereon, and all water, water rights, ditch and ditch rights, and rights pertaining thereto, subject to all highways, right of ways, easements, leases, covenants, conditions, and prior reservations, including reservation of minerals, and all oil and gas leases now of record.

Contura Wyoming Land, LLC., a Delaware limited liability company.

Name: J. Scott Kreutzer

Title: Manager and President

RECORDED ABSTRACTED INDEXED CHECKED

1025316 Recorded on 8/24/2016

at 8.02.00

Fee 184.00

Book 3039 of PHOTOS Susan F. Saunders, Campbell County Clerk Pages 296 to 321

by: A. SNIDER