



BIG HORN COAL COMPANY
170 SOUTH MAIN STREET, SUITE 700
SALT LAKE CITY, UT 84101

August 13th, 2015

Mr. Mark Rogaczewski
WDEQ/Land Quality Division
District III Supervisor
2100 West 5th Street
Sheridan, WY 82801

RE: Big Horn Coal Company – Industrial / Commercial Land Use Documentation

Dear Mr. Rogaczewski,

As a follow-up to our August 7th phone conversation, enclosed are the documents associated with the utilization of the Big Horn Coal Facilities area within the Big Horn Mine Permit Boundary, held with the Wyoming DEQ as Permit No. 213-T8. At this time, Big Horn Coal Company is interested in pursuing a land use change for its post-mining facilities area from agricultural to industrial commercial.

The two documents enclosed associated with the current use of the facilities area are expected to continue into the future. Both parties have interest in the Big Horn shop complex for industrial commercial utilization, with one party interested in entering into a long term agreement for the use of the Big Horn Coal rail spur.

Thank you for your consideration and assistance with this matter. Please feel free to contact me at any time to discuss the upcoming steps in the land use change process.

Sincerely,

Jordan Sweeney
General Manager
(801) 712-7571

Attachments: Big Horn Shop Lease
Big Horn Siding Proposal
Big Horn Loading Site License Agreement
Exhibit RP-1 Land Use



Admin_BHC00039

CONFIDENTIAL

INDUSTRIAL USE LEASE AGREEMENT

THIS INDUSTRIAL USE LEASE AGREEMENT (the "**Lease**") is made and entered into as of December 1, 2014, by and between BIG HORN COAL COMPANY ("**Landlord**") and BOMBER MOUNTAIN FIELD SERVICES ("**Tenant**"). Landlord and Tenant are hereinafter sometimes referred to individually as a "**party**" or collectively as the "**parties**."

WHEREAS, Landlord is the owner of certain real property and buildings located in Sheridan County, Wyoming, (the "**Property**"). Tenant desires to lease a portion of the Property for the industrial purposes set out on the attached Exhibit A (the "**Operations**") upon such terms and conditions as specified in this Lease. Tenant also desires a non-exclusive license and right-of-way, over, across, through and under certain adjoining real property owned by Landlord for vehicular and pedestrian ingress and egress.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant. Landlord, for and in consideration of the payment of rent specified herein and the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Property more specifically described on the attached Exhibit B (the "**Leased Premises**").

2. Use. Tenant shall have the use of (subject to Landlord's use to the extent necessary for Landlord to maintain its own facilities) the Leased Premises for the sole and limited purpose of performing the Operations. In connection therewith, Tenant shall have and may exercise the following rights: (a) rights of surface access for persons, equipment, supplies, and utilities as may be necessary for the conduct of the Operations and (b) all things which are reasonably necessary to such Operations.

3. Right-of-Way. Landlord hereby grants to Tenant and Tenant's agents, employees, contractors, successors and assigns, a non-exclusive license and right-of-way, over and across that portion of the Property specified on Exhibit B (the "**Right-of-Way**" and together with the Leased Premises, the "**Premises**"), for the purpose of vehicular and pedestrian ingress and egress. Access to the Property will be from the Decker Highway. Tenant shall be responsible for snow removal on the Right-of Way and on the walks and other access in and around the Leased Premises.

4. Term: Extension Option.

(a) The term (the "**Term**") of this Lease shall be for the period commencing on December 1, 2014 (the "**Effective Date**"), and terminating on December 1, 2015, unless earlier terminated by a party as provided in this Lease.

(b) Tenant shall have the right to terminate this Lease at any time upon at least thirty (30) days' prior written notice to Landlord.

(c) Landlord shall have the right to terminate this Lease at any time upon at least thirty (30) days' prior written notice to Tenant.

(d) At the termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and shall remove all of its personal property and equipment from the Leased Premises. Tenant

shall also, at its sole cost and expense, restore the Premises to substantially the same condition as of the Effective Date, reasonable wear and tear excepted.

(e) Tenant has the option of requesting an extension of the then-current Term for up to one (1) additional one-year period by giving Landlord notice of such one-year extension request no less than 30-days before the end of the then-current Term. Upon receipt of Tenant's extension notice, Landlord will have up to ten (10) business days to either accept or deny Tenant's extension request.

5. Rent. The rental amount to be paid by Tenant to the Landlord shall be [REDACTED] beginning on the Effective Date and continuing through the earlier of either the commencement of Operations or December 1, 2014, for the use of one Bay. At the time a second Bay is put into use, it will be made available for an additional [REDACTED]. Rental payments shall be paid monthly to Landlord on the 1st day of each month. In the event that Tenant shall fail to pay such rent to Landlord within ten (10) days of its due date, such rent shall bear interest at the rate [REDACTED] percent from the date originally due until the date finally paid in full.

6. Taxes and Utilities.

(a) Tenant shall pay prior to delinquency all personal property taxes applicable to Tenant's personal property, fixtures, furnishing and equipment located on the Leased Premises.

(b) Tenant shall pay all real property taxes assessed on the Premises during the Term of the Lease.

(c) If Tenant shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge herein agreed to be paid by Tenant, Tenant shall be permitted to do so, and to defer payment of such tax or charge, until final determination of the contest. If the outcome of such contest is unfavorable to Tenant, Tenant shall immediately pay all taxes, charges, interest and penalties determined to be due.

(d) Tenant agrees to pay the expenses for all utilities assessed on the Premises during the Term of the Lease, including, for example, heat, and electricity, as metered by Montana Dakota Utilities,. No water shall be supplied to the Leased Premises.

7. Insurance. Tenant shall, at its sole cost and expense, throughout the Term, obtain, keep, and maintain in full force and effect commercial general liability insurance against claims for personal injury, bodily injury, death, or property damage occurring in, upon, or about the Premises in an amount of not less than a combined single limit of [REDACTED] each occurrence with respect to Tenant's use of the Premises. Landlord shall be named as an additional insured under each such policy.

8. Fire Protection; Barriers. Tenant shall, at its sole cost and expense, throughout the Term, obtain, keep, and maintain adequate fire protection, which shall include, at a minimum, a 150# dry chemical unit at the Premises. In addition, Tenant shall construct or supply one or more barriers between the Leased Premises and the other bays in the building that are not part of the Lease Premises. Such barriers must be adequate to ensure that no cutting, welding, or grinding sparks will enter the other bays from the Leased Premises.

9. Hunting and Fishing Prohibited. Hunting and fishing by Tenant on the Property is strictly prohibited.

10. Indemnification.

(a) Tenant shall pay, defend and indemnify and hold Landlord and its officers, directors, shareholders, agents and employees ("**Landlord Indemnified Parties**") harmless from and against any and all claims of liability for injury or damage to any person or property to the extent arising from Tenant's use of the Premises or to the extent arising from any activity, work or thing done, permitted or suffered by Tenant or Tenant's invitees, licensees, agents, contractors or employees in or about the Premises. In the event any action or proceeding is brought against any Landlord Indemnified Party by reason of any such claim, Tenant, upon notice from such Landlord Indemnified Party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to such Landlord Indemnified Party.

(b) Landlord shall pay, defend and indemnify and hold Tenant and its officers, directors, shareholders, agents and employees ("**Tenant Indemnified Parties**") harmless from and against any and all claims of liability for injury or damage to any person or property to the extent arising from Landlord's use of the Premises, or to the extent arising from any activity, work or thing done, permitted or suffered by Landlord or Landlord's invitees, licensees, agents, contractors or employees in or about the Premises. In the event any action or proceeding is brought against any Tenant Indemnified Party by reason of any such claim, Landlord, upon notice from such Tenant Indemnified Party, shall defend the same at Landlord's expense by counsel reasonably satisfactory to such Tenant Indemnified Party.

11. Liens. If any liens or claims of mechanics, laborers, or materialmen shall be filed against the Premises or any part or parts thereof, for any work, labor, or materials furnished or claimed to be furnished to Tenant, or on behalf of Tenant, then Tenant shall cause such lien to be discharged within thirty (30) days after the date such lien is filed; or if such lien is disputed by Tenant and Tenant contests the same in good faith, Tenant shall cause such lien to be discharged within thirty (30) days after the date of any judgment by any court of competent jurisdiction shall become final.

12. Compliance with Laws; Inspections.

(a) Tenant covenants and agrees that, during the Term, Tenant shall comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of any federal, state, county, city, and municipal government with respect to the Premises. Specifically, Tenant shall comply with all applicable Code of Federal Regulations relating to the Mine Safety and Health Administration (MSHA) and the Occupational Safety and Health Administration (OSHA).

(b) In addition to the other obligations set forth in this Lease, Tenant shall have any overhead cranes used in the Operations inspected and certified in accordance with applicable law.

(c) Tenant shall dispose of all waste generated by the Operations in accordance with all applicable laws.

(d) Landlord has the right to enter on the Premises at any time to inspect for Tenant's compliance with these obligations and any other obligation set forth in this Lease.

13. Default: Remedies.

(a) The following shall each be deemed to be an event of default under this Lease:

(i) The failure by Tenant to pay rent or any other amount payable by Tenant under this Lease, if such failure continues for ten (10) days after written notice to Tenant that such amount is due; or

(ii) A failure by either party to observe and perform any provisions of this Lease to be observed or performed by such party (other than Tenant's obligation to pay), where such failure continues for thirty (30) days after written notice of such failure; provided, however, that if the nature of the obligation is such that more than thirty (30) days are required for performance, then the party shall not be in default if it commences performance within such thirty day period and thereafter diligently prosecutes the same to completion.

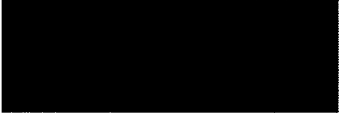
(b) In the event of any such default, the Landlord or Tenant, as applicable, may elect to terminate this Lease by written notice to the defaulting party. In the event of a default by Tenant and termination of this Lease by Landlord, Landlord may at any time after such default, with or without notice anti demand and without limiting Landlord in the exercise of any rights or remedies at law or in equity which Landlord may have by reason of such default re-enter and take possession of the Premises and remove any persons or property by appropriate legal action.

14. Notices. Any notice or other communication which may be permitted or required under this Lease shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid, addressed as follows, or to any other address as either party may designate by notice to the other party:

If to Landlord:

Big Horn Coal Company
170 S. Main Street, Suite 700
Salt Lake City, Utah 84101
Attention: Legal Counsel

If to Tenant:

Bomber Mountain Field Services


15. Assignment. Tenant shall not assign or transfer this Lease, or sublet the Premises or any part thereof, without Landlord's prior written consent; except that such consent shall not be required if such sublease, assignment, or transfer by Tenant is to an affiliate of Tenant.

16. Access to Premises. Landlord shall have the right to enter upon the Premises at all any time for the purpose of inspecting the same and/or for the purpose of maintenance of Landlord's facilities. Landlord shall attempt to minimize the disruption to Tenant's activities when the Premises are so entered.

17. Binding on Successors and Assigns. All covenants, agreements, provisions, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns.

18. Partial Invalidity. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, then the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

19. Quiet Enjoyment. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

20. Governing Law. This Lease shall be governed by the laws of the State of Wyoming.

21. Captions. The captions in this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions of this Lease.

22. No Waiver. No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition.

23. Entire Agreement; Modification. This Lease represents the entire understanding and agreement between the parties and supersedes all prior written instruments or memoranda with respect thereto. No modification of this Lease shall be binding unless it is in writing and executed by an authorized representative of the parties.

24. Counterparts. This Lease may be executed in one or more counterparts, which, together, shall constitute an original and binding agreement on the parties hereto.

25. Holding Over. If Tenant remains in possession of the Premises after the expiration of this Lease without the execution of a new lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this Lease.

26. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

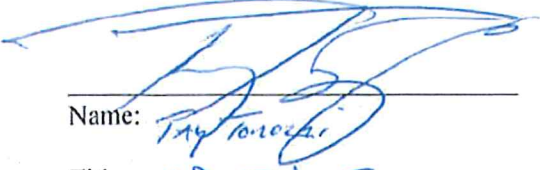
27. Incorporation of Exhibits. This Lease shall be deemed to have incorporated by reference all of the Exhibits referred to herein to the same extent as if such Exhibits were fully set forth herein

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Lease as of the date first above written.

[Signature page follows]

LANDLORD

BIG HORN COAL COMPANY

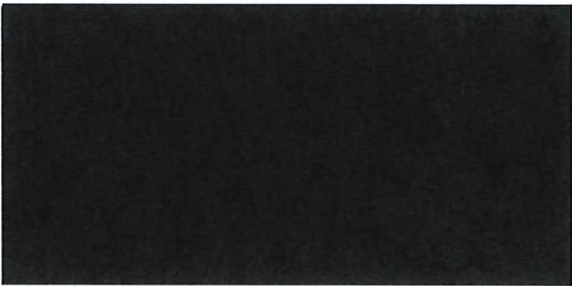


Name: _____

Title: *V.P. Tech Service*

TENANT

BOMBER MOUNTAIN FIELD SERVICES



Statement of Work – Bighorn Coal Shop Lease 2014

The work to be completed by Bomber Mountain, in the leased facility is as follows.

- New Fabrication and Repair Welding
 - Material Prep
 - Sawing
 - Torch Cutting
 - Plasma Cutting
 - Punching
 - Shearing
 - Drilling
 - Grinding
 - Material Handling
 - Overhead Crane Operation
 - Forklift Operation
 - Welding
 - Stick Welding
 - Wire Feed Welding
 - Equipment Operation
 - Pipe Threading
 - Bandsaw
 - Carbon Arc Gouging
 - Forklifts
 - Electric Welders
 - Engine Driven Welders
 - Power Tools (Grinders, Drills, Air Tools, Etc.)

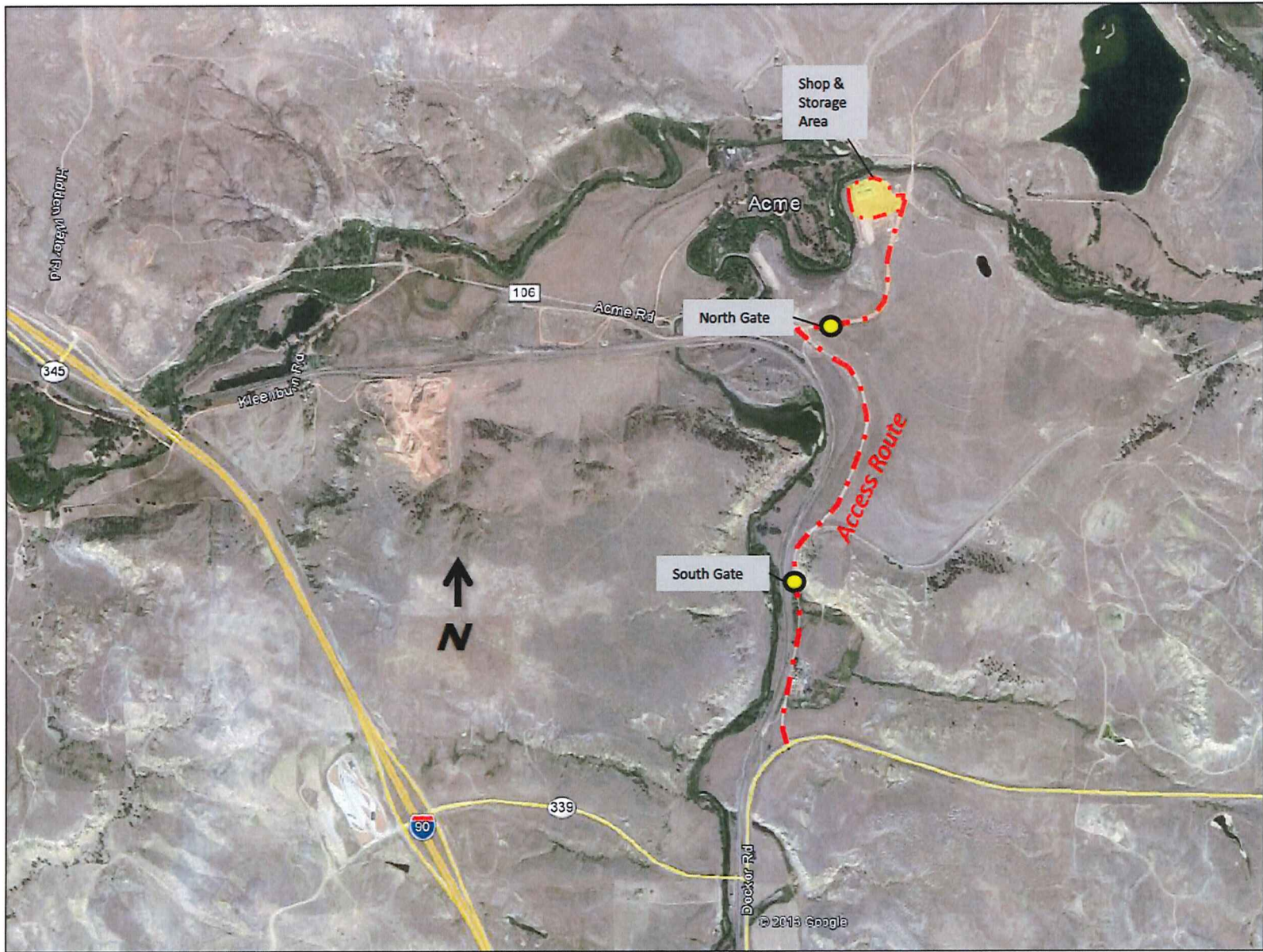


Exhibit B (Industrial Lease)

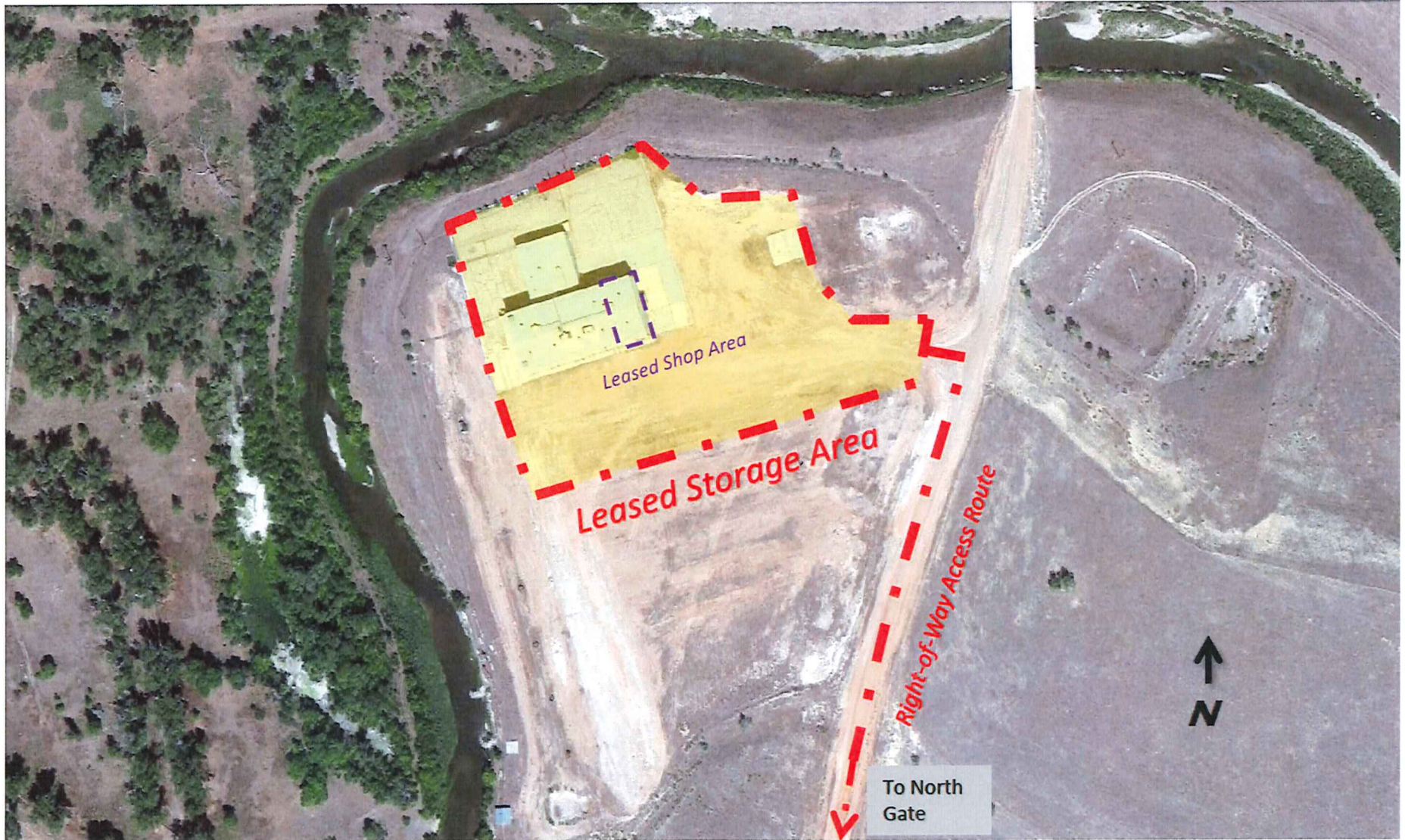


Exhibit B (Industrial Lease)

Lease- 1 Drive through Bay Door #'s:
Door 7 from the North &
Door 5 from the South

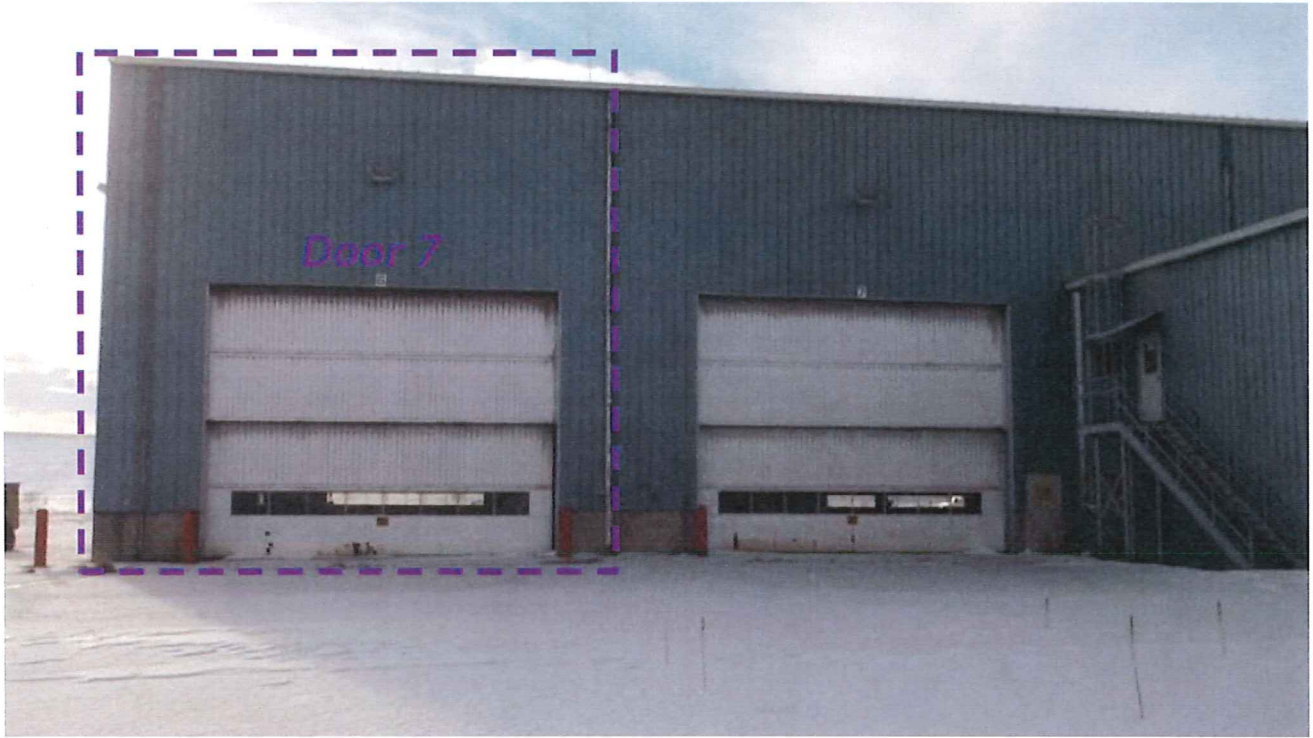


Exhibit B (Industrial Lease)

FIRST ADDENDUM TO INDUSTRIAL USE LEASE AGREEMENT

THIS AMENDMENT to the Industrial Use Lease Agreement dated December 1, 2014, by and between BIG HORN COAL COMPANY ("LANDLORD") and BOMBER MOUNTAIN FIELD SERVICES ("TENANT") is effective as of Aug 10th, 2015.

RECITALS

1. Landlord and Tenant are parties to an Industrial Use Lease Agreement dated December 1, 2014 ("the Agreement"); and
2. The Agreement expires on December 1, 2015.
3. The parties desire to extend the term of the Agreement for a period of five (5) years;

Therefore, the parties agree to amend as follows:

The Agreement will expire on December 1, 2020.

Except as specified and amended here, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement in duplicate as of the 10 day of Aug, 2015.

BIG HORN COAL COMPANY
"LANDLORD"

By: _____
Tay Tonozzi
Its: COO LHR Coal, LLC

BOMBER MOUNTAIN FIELD SERVICES
"TENANT"

By: [Signature]
Its: Owner



CSM

CLEAN SOURCE
ENERGY CLEAN
SOURCE
MATERIAL

Tall Grass Capital Partners, LLC

info@tallgrasspartners.net
772 492 0098 (O)
307 752 8005 (C)

Sheridan, WY • Warm Springs, VA •
Marietta, OH



To: Dan Speck, Chief Operating Officer
Jordan Sweeney – Mine Manager – Big Horn Mine
Ambre Energy North America, Inc.

170 South Main Street Suite 700
Salt Lake City, UT 84101
t [801-539-3788](tel:801-539-3788)

**Siding Proposal V 4 Draft Lease and Use of Kiewit Siding and Big Horn Coal
Shop Area**

Introduction:

The purpose of this proposal is to outline a joint development approach that is focused on material handling and off loading using the Kiewit Spur associated lands for a staging area immediately north of the siding. We see this as an economic opportunity to re-vitalize the spur via some maintenance and to provide a business venture using the spur. Off –Loading materials used by the oil and gas industry is the first priority and presents an immediate business opportunity. This provides AE the outline of our strategy. We would like to pursue this opportunity as soon appropriate. Stender and associates can easily come to SLC if needed. We would prefer to open this discussion in January 2015.

Jay O Stender

DRAFT PROPOSAL TO AMBRE ENERGY CORPORATION From **CLEAN SOURCE MATERIALS, LLC**

CLEAN SOURCE MATERIALS (CSM), A Wyoming Limited Liability Company with offices located at 1981 Double Eagle Drive Sheridan, Wyoming 82801, proposes to Ambre Energy Corporation to lease, on a long term basis, up to [100 acres] of land adjacent to the Kiewit Switch in the area known as the Big Horn Coal site (specifics to follow). Exhibit A is a concept map of the affected site. CSM has and will continue to partner with 3rd parties to utilize this site to its highest and best use to include, but not be limited to frack sand storage and trans-loading, pipe storage, rail car rehab/repair, and other permitted and energy related endeavors. CSM anticipates there will be several phases of development over a multi-year period in order to create a multi-modal enterprise on this site. This proposal is focused on the initial opportunity servicing the emerging shale oil development.

CSM recognizes the need for AEC to monetize the site and desires participation with AEC on a long term basis in successful development of the site. CSM will pay an annual flat lease rate (see below) as well as a per ton “tolling” fee on materials stored and transferred on this site.

Siding Proposal V 4 Draft Lease and Use of Kiewit Siding and Big Horn Coal Shop Area

As shown in the body of this preliminary proposal CSM operations consists of a number of individuals who have long term experience in logistics, material handling, finance and other synergistic relationships.

CSM currently is under discussion with several potential users of the site who will want to proceed in an expeditious manner. Please understand time is of the essence.

PROPOSED TERMS:

CSM /AE Big Horn Coal

Annual Lease: \$60,000 per year payable quarterly

Tolling fee: \$.30/ton for all sand stored and/or shipped
\$.35/ton for iron/plastic pipe stored or transferred

Lease term: 5 years with automatic renewals (TBD)

Anticipated tonnage
Stabilized post year 1:

Frack sand:	600,000/TPY
Pipe:	100,000/TPY

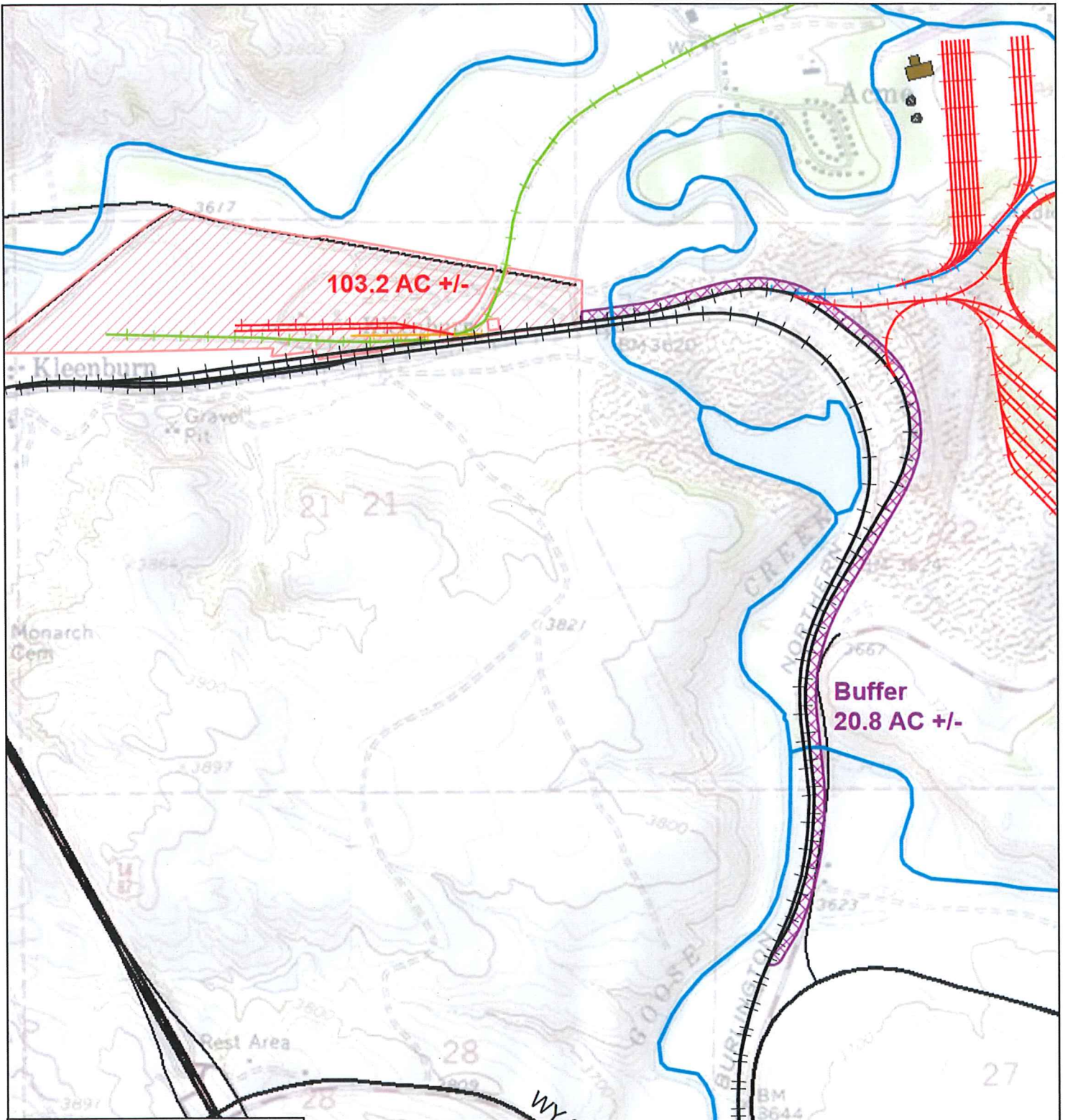
Annual estimated value to AEC phase 1:\$270,000 (including lease fee)

CSM will also assume responsibility for upgrade of the track to BNSF's requirements on a not to exceed basis which will be agreed prior to execution of any agreements. The above also assumes [non] exclusive rights to the use of 5500 feet of the upgraded siding and the use of the truck shop or ability to erect facilities for sand storage. CSM is proposing to have access to the site on or before February 15, 2015. Access is from both the Decker Highway as well as from the I-90 Exchange.

SITE DESCRIPTION:

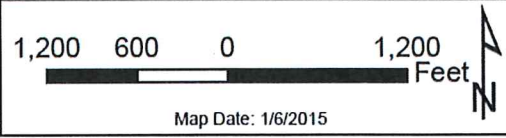
The desired site consists of 10,500 feet of siding, beginning at the Kiewit Switch, with a adjacent area of about 45 acres available for supply storage and other purposes. Load out site does have an existing electrical power and transformer that will be energized to use to facilitate off loading. Egress and Ingress is on a state all-weather road with easy on/off access to I-90. Access to I-90 via the Acme Exist is necessary. The existing mine entrance from the Decker Highway is the principal point of access. There are no known permitting or environmental issues restricting the site from our intended use. Initially the use is designated as industrial and will not transload any restricted or hazardous materials. This will be verified by AE.

Siding Proposal V 4 Draft Lease and Use of Kiewit Siding and Big Horn Coal Shop Area



- Active
- Not Active
- Old Bed
- Proposed
- Alternative B North Central Corridor
- Streams
- 100 FOOT BUFFER ON EAST SIDE OF TRACK
- PARCEL OF INTEREST FOR TRACKS
- Building (Existing)
- Tank (Proposed, R=40ft)
- WYDOT Highways
- Roads

FORWARD SHERIDAN



**VISTA WEST
ENGINEERING**

CSM, LLC

VISTA WEST ENGINEERING
 1470 Sugarland Dr, Suite 3
 Sheridan, WY 82801
 P: 307.672.9310
 F: 307.672.9311
www.vistawestengr.com

LOADING SITE LICENSE AGREEMENT

ORIGINAL

THIS LOADING SITE LICENSE AGREEMENT ("Agreement") is made as of the 25th day of May, 2007 ("Effective Date"), by and between **Big Horn Coal Company**, hereinafter referred to as "Licensor", and **Wolf Mountain Coal Company**, hereinafter referred to as "Licensee". Licensor and Licensee are hereinafter sometimes referred to collectively as the "Parties" or individually as "Party".

RECITALS

Licensor is the owner of certain real and personal property located in Sheridan County, Wyoming used for coal train loading facility, including a coal haul road that connects the real and personal property with the Decker Highway collectively. The real property, personal property, and the coal haul road is more specifically described on Exhibit A, attached hereto and made a part hereof (referred to herein as the "Property").

Licensor and Licensee desire to enter into an agreement whereby Licensor will license the use of the Property to the Licensee for operation of a coal loading facility.

NOW, THEREFORE, for valuable consideration given, the Parties hereby agree as follows:

1. **GRANT**. Pursuant to the terms and conditions set forth herein, the Licensor does hereby grant to Licensee a non-exclusive right to use the Property.

2. **TERM**. The term of this Agreement shall begin on Effective Date and continue for a one year term, provided however, the term shall automatically renew for successive one year terms, unless and until terminated by either Party as provided herein.

3. **USE**. Licensee will use said Property to operate a coal loading facility and for access to the facility to and from the Decker Highway. Licensee shall be responsible for the cleanup of all spills of oil, fuel, lubricant or coal, and shall give prompt notice to Licensor of any spill of (5) tons or more for coal and (25) gallons for liquids. Licensee shall have the responsibility for road maintenance on the access road to the coal loading facility. In the event Licensee fails to maintain the access road, Licensor may repair the road as necessary and Licensee shall reimburse Licensor for all costs incurred by Licensor.

4. **RENT**. Licensee shall pay an annual rent to Licensor of \$10,000.00, with the first annual rent payment due on the Effective Date, and each annual rent payment thereafter is due and payable in advance on each anniversary date of the Effective Date.

5. ENVIRONMENTAL. Licensee will comply with any and all environmental statutes, rules, regulations and orders either federal, state, or local including but not limited to such statutes as the Wyoming Environmental Quality Act, Federal Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Hazardous Materials Transportation Act, as such may be amended from time to time.

6. UTILITIES. Licensee, at its own expense and upon prior approval of Licensor, may connect with any and all utility services available to the Property as necessary for its loading operations and shall be responsible for the payment of said utilities used in its operations.

7. LIABILITY AND INDEMNIFICATION. Licensee shall indemnify and hold harmless the Licensor from and against any and all claims, damages, losses, or expenses arising out of or associated with the Licensee's, and its subcontractors, agents and invitees, use, occupancy, and/or operations on the Property except to the extent such arises out of Licensor's negligence or misconduct. The provisions of this section 7 shall survive the expiration or earlier termination of this Agreement.

8. PLACE OF PAYMENT/NOTICES. All payments of rent or any notices herein provided to be made by Licensee to Licensor are to be made in person or by U. S. Mail, addressed as follows:

Big Horn Coal Company
c/o Decker Coal Company
Box 12
Decker, Montana 59025

With copies to:

Big Horn Coal Company
c/o Kiewit Mining Group Inc.
Attn: Real Estate Department
1000 Kiewit Plaza
Omaha, Nebraska 68131

Notices to the Licensee shall be made by mail addressed to the Licensee at:

Wolf Mountain Coal Company
P.O. Box 6206
Sheridan, Wyoming 82801

9. TERMINATION. Either Party may terminate this Agreement at any time without cause upon twenty (20) days prior written notice to the other Party. In the event that Licensee is in material breach of any of its obligations hereunder, Licensor may terminate this Agreement immediately upon written notice to Licensee.

10. **INSURANCE** Prior to commencement of the work, Operator shall procure, and at all times thereafter maintain with insurers acceptable to Owner and having an A.M. Best's rating of A-VII or better, the following minimum insurance:

a. Workers' Compensation ("WC") coverage to statutory limits required where the work is being performed and Employer's Liability (EL) coverage of not less than \$1,000,000 each accident. If Operator utilizes personnel that are not its own employees, including but not limited to personnel from a professional employer organization, an employee leasing company or a similar service ("PEO"), Operator shall provide a primary WC policy in which Operator is a named insured.

b. Commercial General Liability ("CGL") of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include coverage extensions for: (1) contractual liability, (2) products/completed operations, (3) X.C.U. hazards as applicable, and (4) independent contractors.

c. Automobile Liability ("AL") of not less than \$2,000,000 each accident, covering "any auto," or covering all owned, non-owned and hired vehicles used in its operations.

Operator's insurance shall be primary and non-contributory to any other applicable insurance maintained by Owner.

Operator shall cause its CGL, AL, and all excess/umbrella liability insurers to name Owner as an additional insured to the maximum limits of liability coverage carried by Operator. Operator shall cause its WC policy to contain a waiver of subrogation in favor of Owner.

Operator shall provide Owner with certificates of insurance establishing compliance with the above requirements prior to beginning any work under this contract. The certificates shall provide for thirty (30) days written notice to Owner in the event of policy cancellation.

Operator shall cause its subcontractors to procure and maintain the same insurance as outlined above. Operator shall obtain certificates of insurance from its subcontractors and deliver them to Owner.


These insurance requirements shall support, but shall not limit Operator's duties, obligations and liabilities under any other provisions of this contract.

11. **SURRENDER.** Upon termination of this Agreement, the Property shall be restored by the Licensee to a condition similar to what existed prior to the commencement of this Agreement, reasonable wear and tear, force majeure and damage by casualty excepted.

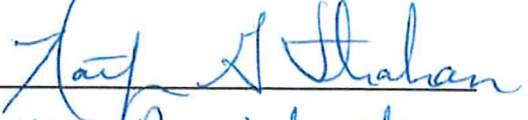
IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and

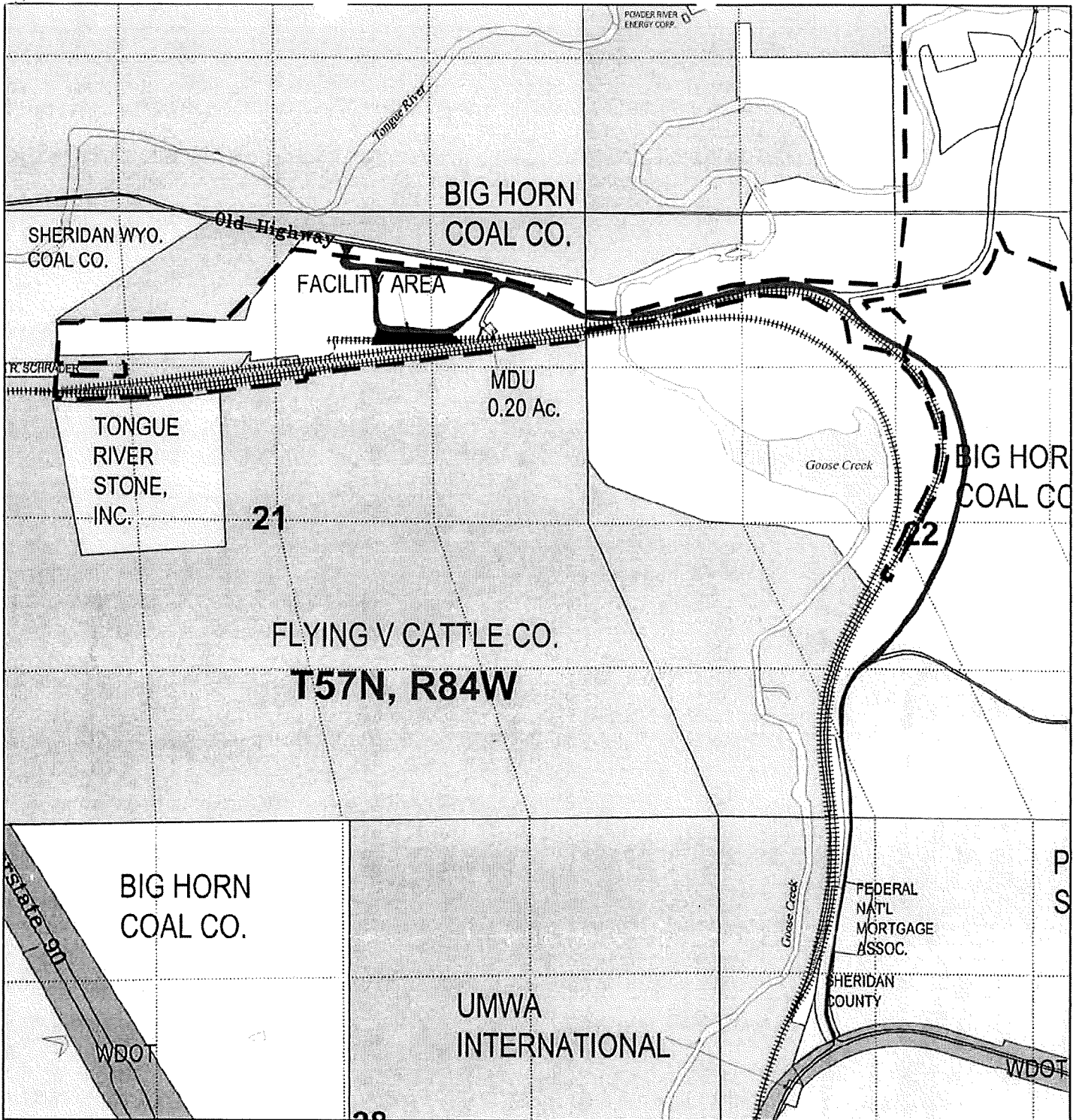
year first above written.

LICENSOR: Big Horn Coal Company

By: 
Its: Senior Vice President

LICENSEE: Wolf Mountain Coal Company

By: 
Its: Vice President



- FENCE BOUNDARY
- SURVEY LINE
- QUARTER/SECTION LINE
- SECTION 7 ROAD
- SECTION ROAD
- 2 STREET ROAD
- ONE STREET ROAD
- RAILROAD
- CITY OF OIL LINE
- ONE MILE ROAD
- PROPERTY LINE (SCALE & SURVEY)
- SURFACE OWNED BY POWELL ENERGY GROUP INC
- SURFACE OWNED BY POWELL DEVELOPMENT OF INVESTMENTS INC (PDI)
- SURFACE OWNED BY THE STATE OF WYOMING
- SURFACE OWNED BY BHP/BLX
- SURFACE OWNED BY THE GREAT STATE CO
- SURFACE OWNED BY POWELL ENERGY GROUP INC (TONGUE VALLEY OUTLET CO)
- SURFACE OWNED BY THE STATE

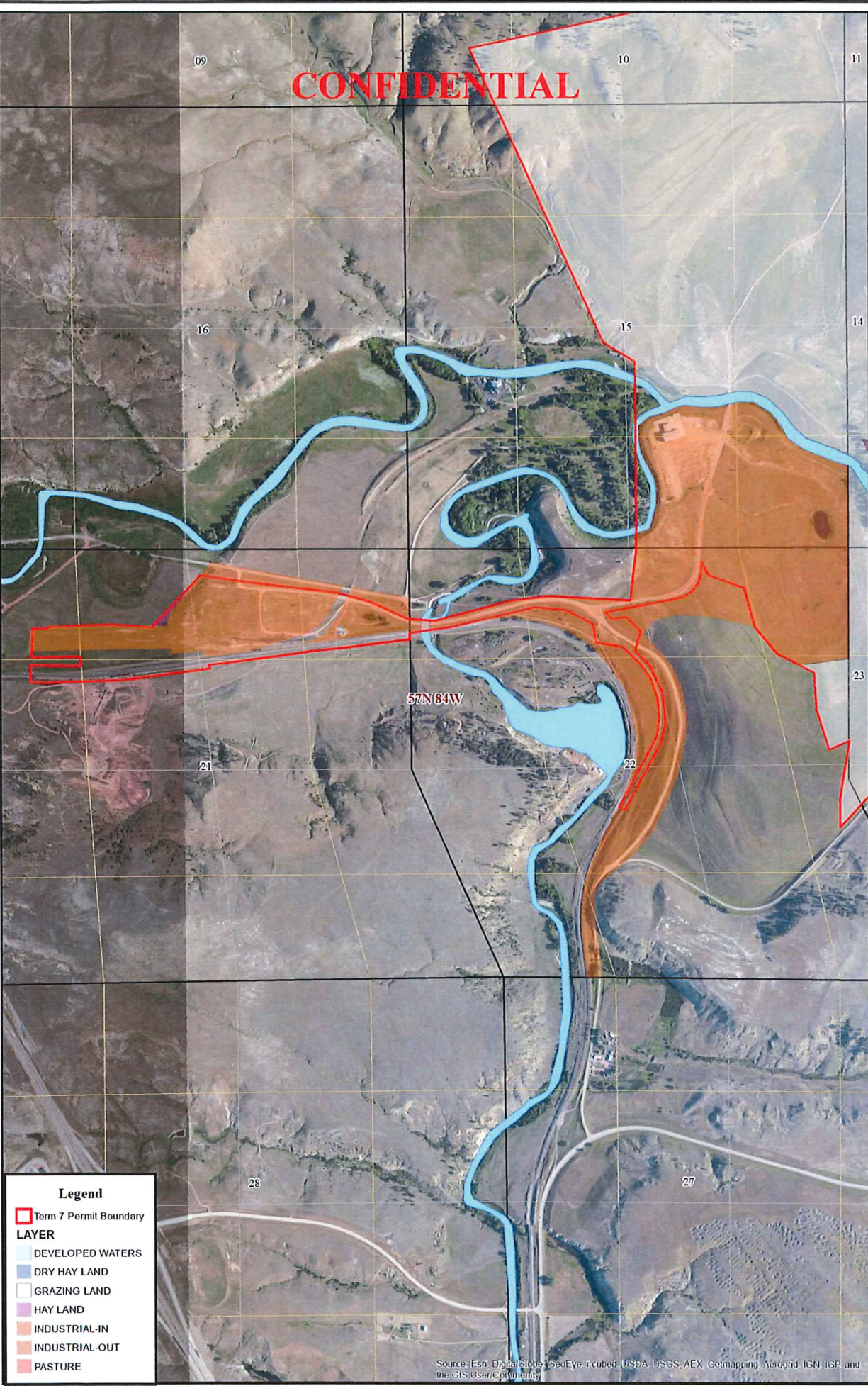


SCALE: NOT TO SCALE

Big Horn Coal Company
 C/O Decker Coal Co. P.O. Box 12, Decker, Montana 59025

<p>EXHIBIT A</p>		Drawn by: AIC Checked by: JAC Date: 05/04/07
		File No: EXH_A Date: 05/04/07
Project No.: 05-25-001-1-14-24-00011 (Section 21 only) Drawn with AutoCAD from 05/04/07 and other files by JAC	REVISION DESCRIPTION DATE	FILE NO. EXH_A DATE

CONFIDENTIAL



Legend

- Term 7 Permit Boundary

LAYER

- DEVELOPED WATERS
- DRY HAY LAND
- GRAZING LAND
- HAY LAND
- INDUSTRIAL-IN
- INDUSTRIAL-OUT
- PASTURE

Source: Esri, DigitalGlobe, GeoEye, iSat, USDA, USGS, AEX, Getmapping, AeroGRID, IGN, IGP, and the GIS User Community