

RAILCAR STORAGE AGREEMENT

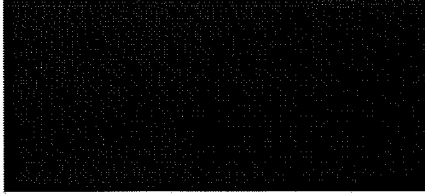
This Railcar Storage Agreement (the "Agreement"), dated and effective as of July 1st, 2016 ("Effective Date"), is between Big Horn Coal Company ("BH") whose address is 170 South Main, Suite 700, Salt Lake City, UT 84101 and [REDACTED] BH and [REDACTED] may be referred to herein collectively as the "Parties" and each individually as a "Party".

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years unless canceled by BH or [REDACTED] at any time upon not less than sixty (60) days prior written notice to each Party.
2. **Storage.** BH shall make track space available as specified in Exhibit A to [REDACTED] for the storage of empty freight railcars (the "Cars") that are owned, leased or controlled by [REDACTED] BH shall accept Cars subject to space availability. Upon written consent of BH, at BH sole discretion (such consent not to be unreasonably withheld), [REDACTED] and its agents or invitees shall be given access to any area the cars are stored for purposes of inspection of the Cars.
3. **Charges.**
 - a. [REDACTED] will pay BH as appropriate, a per Car per day storage charge, as specified in [REDACTED] from the day that the Car is interchanged to it by a CLASS 1 railroad ("Class 1") until and including the day that [REDACTED] provides written notice Bill of Lading disposition to BH that a Car is to be returned to [REDACTED] via CLASS 1. BH shall have up to seven (7) days, from receipt of notice from [REDACTED] within which to return the Cars in interchange via CLASS 1 to [REDACTED].
 - i. Payment for Storage Charges shall be paid within thirty (30) days of receipt of a Storage Charge invoice from BH. BH will invoice on a monthly basis.
4. **Damage/Destruction.** BH shall not be responsible for theft, vandalism or graffiti to the Cars. BH shall use the same standard of care for the stored Cars as it would employ for the storage of its own railcars or a third party's railcars.
5. **Indemnification.** [REDACTED] will defend, indemnify and save harmless BH, and their respective agents and employees from and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any expense incidental to the defense thereof, which directly is caused by the negligence, willful misconduct, or criminal acts of [REDACTED] or its agents, employees, affiliates or contractors occurring on or about the Car(s) while the Car(s) are on BH's lines. BH will defend, indemnify and save harmless [REDACTED] its agents and employees from and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any expense incidental to the defense thereof, which directly is caused by the negligence, willful misconduct or criminal acts of BH or its agents, employees, affiliates or contractors occurring on or about the Car(s) while the Car(s) are on BH's lines.
6. **Assignment.** No Party to this Agreement may assign this Agreement, or any rights hereunder, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement and all provisions herein contained shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
7. **Compliance.** The Parties Shall comply with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body, agency or entity relating to the Cars and their placement or storage hereunder, including, but not limited to, regulations of the Federal Railroad Administration and the United States Environmental Protection Agency.

8. **Notices.** Except as otherwise provided herein, all notices between the Parties must be in writing and sent via 1st Class U.S. Mail, facsimile, email, or overnight courier to the parties at the addresses shown below until otherwise advised:

Big Horn Coal Company
170 South Main, Suite 700
Salt Lake City, UT 84101
Phone: 801-539-3820
Attn: Manager
Email: j.sweeney@lhr-inc.com

Email:



With a copy to:

Lighthouse Resources Inc.
170 South Main, Suite 700
Salt Lake City, UT 84101
Fax: 801-539-3789
Attn: General Counsel
Email: legal@lhr-inc.com

9. **Construction; Amendment.** If any provision of this Agreement which shall prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and all such other provisions shall remain in full force and effect. No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Parties, specifying with particularity the nature and extent of each waiver, modification or amendment.
10. **Choice of Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan without regard to principles of conflicts of laws.
11. **Mutual Draft.** This Agreement is the result of the mutual drafting and negotiation of the Parties and shall not be construed against any of them as the drafter.
12. **Entire Understanding.** This Agreement represents the entire understanding of the Parties, and it supersedes and replaces any other written or oral agreement between the Parties with respect to the storage of railcars. This Agreement may only be amended or modified in writing signed by both Parties.
13. **Nonwaiver.** The failure of either party to insist or enforce, in any instance, strict performance by the other of any of the terms of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.

Big Horn Coal Company

By:

Name: MICHAEL P KLEN

Title: SECRETARY

7/20/16



EXHIBIT A
AVAILABLE TRACK SPACE

