Filed: 5/16/2017 4:14:29 PM WEQC

BROOK MINING CO., LLC.
BROOK MINE
VOLUME 1A OF 12
TFN 6 2/025

BROOK MINING CO., LLC.
BROOK MINE
VOLUME 1A OF 12
TFN 6 2/025

WDEQ/LQD CONSENT DOCUMENTS

JANUARY 27, 2016

DEQ Exhibit 2

TFN 6 2/025
RECD FEB 03, 2016

WWC ENGINEERING

1849 Terra Avenue • Sheridan, WY 82801
Phone: 307-672-0761 • Fax: 307-674-4265
www.wwcengineering.com

February 16, 2016

RECEIVED
FEB 16 2016
DEQ
SHERIDAN

Mr. BJ Kristiansen
Wyoming Department of Environmental Quality
2100 W. 5th Street
Sheridan, WY 82801

MAR 02 2016

RE: Permit To Mine Application TFN 6 2/025

Dear Mr. Kristiansen:

On February 3, 2016, RAMACO responded to round 4 comments from the attorney general (AG). This response package included a cover letter, summary and support materials to assist the AG in his determination of compliance with The Environmental Quality Act. On February 11, 2016, WDEQ/LQD requested (via email) that the insertions for 6 2/025 be completed at our convenience. Additionally WDEQ/LQD stated that it could not find the Adjudication pages that were replaced or supplemented by the round 4 responses. Please find attached the change of index, pages and binders necessary to mechanically insert the round 4 response materials into the adjudication file. This action only supplies the mechanical means to insert the response materials into the permit application and RAMACO (the applicant) is not submitting any additional information in response to any deficiency notice that will require a review in 30 days of this submission dated February 16, 2016.

Please contact, Randall Atkins (RAMACO), or Jeff Barron (WWC Engineering) if you have any questions or comments regarding this submittal.

Sincerely,

Jeff Barron, P.E.
Project Engineer

JB/hjr
Attachment: as noted
K:\Sheridan\RAMACO\13139 Brook Mine Phase 1\correspondence\WDEQ\supplemental_mechanical insertion_2_15_2016.doc

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MAR - 2 2016
WDEQ/LQD

PERMIT NO. 6 2/025

Innovation
Quality
Value

VOLUME TOC

VOLUME TOC

VOLUME I	Adjudication 1 of 3	
VOLUME IA	Adjudication 2 of 3	
VOLUME II	Adjudication 3 of 3	
VOLUME III	Appendix D1	Land Use
	Appendix D2	History
	Appendix D3	Archeological and Paleontological Resources
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VOLUME IV	Appendix D5	Topography, Geology and Overburden Assessment
VOLUME V	Appendix D6	Hydrology
VOLUME VI	Appendix D7	Soil Resources Assessment
VOLUME VII	Appendix D8	Vegetation Inventory
VOLUME VIII	Appendix D9	Wildlife
VOLUME IX	Appendix D10	Wetlands
VOLUME X	Appendix D11	Alluvial Valley Floors
VOLUME XI	Mine Plan	
VOLUME XII	Reclamation Plan	

RECEIVED MAR - 2 2016 WDEQ/LQD

6 2/025

RAMACO

February 2016

ADJUDICATION TOC

DEQ 2-005

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WVDEQ/LOD

6 2/025

DEQ 2-006

EQA LETTER

DEQ 2-007

HOLLAND&HART LLP
THE LAW OUT WEST

Isaac N. Sutphin, P.C.
Phone (307) 778-4263
Fax (307) 778-8175
INSutphin@hollandhart.com

February 3, 2016

VIA OVERNIGHT DELIVERY

Bjarne Kristiansen, PG
Natural Resources Program Principal
Wyoming Department of Environmental Quality
Land Quality Division- District III
2100 West 5th Street
Sheridan, WY 82801

RECEIVED
FEB - 3 2016
WDEQ/LQD

Re: Brook Mine Permit Application
Response to Round 4 Adjudication Comments
TFN 6 2/025

Dear Mr. Kristiansen:

Thank you for the opportunity to respond to the Department of Environmental Quality's (DEQ) latest round of comments on the Brook Mine Permit Application. The Applicant received the Round 4 Adjudication Comments on January 14, 2016. The comments focused on surface owner consent and concluded that the Permit Application is still deficient. As discussed below, the consent of surface owners is a non-issue and should not impede the next stage of the permit process. Based on the following, we request the permit application be deemed technically adequate and, pursuant to DEQ policy and procedure, put forward for public comment as soon as possible.

The Environmental Quality Act's (EQA) surface owner consent requirements allow surface owners to have input regarding new coal mines that could potentially affect their land. However, the right to consent or to withhold consent has limits. When a separate process gives the mineral estate owner broad, dominant rights to use the surface, the surface owner no longer has the right to withhold consent to proposed mining and reclamation plans. Indeed, under those circumstances, the surface owner has *no* interests left to protect. *WMYO Fuels, Inc. Edwards*, 723 P.2d 1230 (Wyo. 1986). In that scenario, the consent requirement of the EQA does not apply. *See id.*

Here, the surface owners (Padlock Ranch and Big Horn Coal) have no interests left to protect under the EQA. The clear wording of the 1954 Deed established that fact. Before Sheridan-Wyoming Coal and Big Horn Coal executed the 1954 Deed, Sheridan-Wyoming Coal already had the common law right to use the surface above its mineral estate. *Sanford v. Arjay*

TFN 6 2/025
RECD FEB 03, 2016

Oil Co., 686 P.2d 566 (Wyo. 1984).[1] Sheridan-Wyoming Coal had that right with or without the surface owner's consent. *See id.*; *A-W Land Co., LLC v. Anadarko E&P Co. LP*, No. 09-CV-02293-MSK-MJW, 2015 WL 4464414, at *3-4 (D. Colo. July 22, 2015). This is unequivocally true because, prior to the 1954 Deed, Sheridan-Wyoming Coal owned both the surface and the minerals. Thus, when Sheridan-Wyoming Coal decided to convey certain rights in the surface to Big Horn Coal, it enjoyed all the rights in the surface and exercised its ability to retain some of those surface rights.

In conveying some of the surface rights to Big Horn Coal, Sheridan-Wyoming Coal created a **new** broad surface use right (to the extent those rights were associated with development of its mineral estate) that expanded Sheridan-Wyoming Coal's rights beyond what the common law would allow for a typical mineral estate holder. *Burnell v. Roush*, 404 P.2d 836, 839-40 (Wyo. 1965) (holding that a reservation "creates a new right, a thing not in esse.") Unlike the typical surface use rights under the common law and the surface rights that existed when the mineral and surface estates were unified (prior to the 1954 Deed), the new right the 1954 Deed created was separate from the other surface rights. *A-W Land Co., LLC v. Anadarko E&P Co. LP*, No. 09-CV-02293-MSK-MJW, 2015 WL 4464414, at *3-4 (D. Colo. July 22, 2015). This is important because the plain language of the Deed includes not only the common law right to use whatever is "necessary," but whatever is determined to be "convenient" to the owner of the mineral estate. To conclude otherwise would strip the entire meaning from the 1954 Deed contrary to well-established Wyoming law.

Unlike the customary sticks in the bundle of property rights a surface owner receives, the 1954 Deed explicitly reserved access rights to the mineral estate holder and effectively recognized a new stick. This new right applied only to Sheridan-Wyoming Coal and its successors' use of the surface for coal mining. The surface owners, Big Horn Coal and later Padlock Ranch, never owned any interest in this stick; once the mineral owner determined to develop its holdings, it was entitled to use as much of the surface as "necessary or convenient" for its project. Indeed, the surface owners cannot even contend that their right to consent or withhold consent is not subject to termination because such a right never existed in the surface owner. Without that right, the current surface owners' consent to the Brooks mining and reclamation plans are completely irrelevant.

In short, the 1954 Deed gave Sheridan-Wyoming Coal and its successors a permanent, exclusive easement for coal mining. An easement grants an "interest in land which entitles the easement holder to a limited use or enjoyment over another person's property." *Leeks Canyon Ranch, LLC v. Callahan River Ranch, LLC*, 327 P.3d 732, 737-38 (Wyo. 2014). Parties create easements through documents, such as deeds. *Id.* Here, the reservation in the 1954 Deed created an interest in the surface that allowed a specific, limited use of the surface for coal mining—an

[1] The common law right entitles the mineral estate owner to use the surface as is "reasonably necessary" to access the underlying minerals. *Id.* at 572.

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easement. Although the Deed did not define the scope of the easement, it did not need to because later coal mining operations and the permitting process (including approval of the mining and reclamation plans) would do that. *See Edgcomb v. Lower Valley Power and Light, Inc.*, 922 P.2d 850, 854-59 (Wyo. 1996). The current permit explains the necessary and convenient coal mining operations that must take place and, as a result, defines the scope of the easement.

Because Sheridan-Wyoming Coal and its successors have an easement over the surface property for coal mining, those rights "are paramount to the extent of the easement and include all rights incident or necessary to its proper enjoyment." *WMYO Fuels, Inc.*, 723 P.2d at 1236. For Brook to enjoy its easement, the Department cannot require separate surface owner consent to the mining and reclamation plans. Otherwise, the easement will cease to be paramount; instead, it will become subject to the whims of those surface owners who granted Brook the easement with full knowledge that the dominant mineral estate would someday use the surface for mining coal. The Court in *WYMO* rejected this outcome. It noted that the consent provisions in the Environmental Quality Act could not defeat the rights a party may acquire through a process like condemnation or agreement. *Id.* at 1236. Put simply, allowing Padlock or Big Horn Coal to insist on consent under the Environmental Quality Act would amount to an improper taking of Brook's dominant surface use rights. Ironically, these surface owners are attempting to extort additional compensation from Brook for the privilege of using the surface. However, Big Horn Coal's (and by conveyance, Padlock Ranch's) limited surface rights never included the power to exclude Brook, so long as Brook's use was limited to "necessary or convenient" to develop its mineral estate.

In an analogous case, the Superior Court of Pennsylvania held that a mineral owner who had a deed that granted it the right to use the surface as was "necessary or convenient" did not need landowner consent to acquire a permit. *See Sedat, Inc. v. Fisher*, 420 Pa.Super. 469 (Sup. Ct. Pa. 1992). The Superior Court explained that the language in the deed eliminated any need for the mineral estate owner to acquire separate consent from the surface owner. *Id.* at 475-76. "The Legislature did not contemplate requiring an entity such as Sedat to obtain the consent of the surface landowner to conduct mining activities in an estate in land which it already owned by virtue of a duly recorded deed of severance." *Id.* at 478. The Court found that this operated as implied consent to the mineral estate's operations and met the requirements of Pennsylvania's version of the Environmental Quality Act.

Although Pennsylvania uses a slightly different statutory scheme than Wyoming, *WYMO Fuels* makes this a distinction without a difference. *WYMO Fuels* holds that certain events can substitute for surface owner consent or eliminate the surface owner's right to consent. *WMYO Fuels, Inc.*, 723 P.2d at 1235-37. In short, the Environmental Quality Act does not require form over substance. If a separate process—condemnation or otherwise—gives the mineral owner all of the rights needed to mine, then the surface owner does not have any interest left to protect.

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In this case, the 1954 Deed reserved to Sheridan-Wyoming Coal and its successors (Brook) all of the rights needed to mine coal. This is consistent with the fact that Sheridan-Wyoming Coal owned all of the rights to the surface estate and the mineral estate prior to the 1954 Deed. While Big Horn Coal bargained to purchase some of Sheridan-Wyoming Coal's surface rights, it did not do so at the expense of the coal estate. To find otherwise would effectively strand a valuable natural resource. Put simply, the right to consent or to withhold consent was not bargained for in 1954 and Brook should not be forced to purchase consent that it already possesses. The specific surface use reservation from the 1954 Deed means either: 1) the Deed serves as the surface owner's consent to Brook's mining operations; or 2) the surface owner's right to consent (or to withhold consent) remained exclusively with Brook's predecessor, Sheridan-Wyoming Coal. No matter the conclusion, the 1954 Deed eliminated any need for Brook to obtain (perhaps at great expense) any additional consent to its mining and reclamation plans.

All of this means that Brook has acquired all rights necessary for the Wyoming Department of Environmental Quality to move its permit forward to the public comment stage. That process will allow surface owners to raise concerns about any interests they claim need protection —should they choose to do so. But that burden falls on them: the Department should not serve as a proxy to protect interests that do not exist.

Finally, it is important to note that Brook is simply asking DEQ to take steps consistent with DEQ's own permit approval process. Based on a quick review of publically available Permit Adjudication Files, Brook has identified several examples of permit applications being put to public comment (and ultimately being approved) without formal DEQ Form 8 landowner consents. In many cases, applicants demonstrate surface owner consent by attaching deeds or other documents of conveyance reserving or granting rights to use the surface to develop the mineral estate. In fact, like the 1954 Deed, some of the examples include deeds with nearly identical "necessary or convenient" language. These examples illustrate the very process Brook is requesting. Although the landowner consent sections of the Permit Adjudication Files are somewhat voluminous, I have enclosed an executive summary and supporting documents for your review.

Thank you for your attention to this important matter. For the reasons set forth herein, Brook will not be providing any additional evidence of landowner consent to its mining and reclamation plans. The information provided herein, as well as the materials and analysis previously submitted in response to earlier DEQ Comments, is adequate to establish additional landowner consent is not necessary. Brook respectfully asks that DEQ deem the Permit

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RECD FEB 03, 2016

Application complete and immediately put the Application forward for public comment. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Isaac N. Sutphin, P.C.
a Partner of Holland & Hart LLP

Enclosures

cc: Andrew Kuhlmann (w/o enclosures)
Wyoming Department of Environmental Quality (Cheyenne) (w/ enclosures)

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CONSENT DOCUMENTS

DEQ 2-013

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DEQ 2-014

1.0 INTRODUCTION

A review of coal and noncoal permit adjudication documents approved by WDEQ/LQD illustrate the precedent has been set of using not only WDEQ/LQD form 8, but also using deeds, leases, and other types of agreements in lieu of the form 8 consent for compliance with Wyoming Statutes § 35-11-406(a)(ii) and -406(b)(xi)-(xii). Section 2.0 provides several examples where the aforementioned is validated which are included in Appendix A. Furthermore, Section 2.1 and 2.8 illustrate the use of agreements (deed and purchase agreement) that has language very similar to the language of the 1954 deed presented by RAMACO.

2.0 SUMMARY OF CONSENT DOCUMENTS

2.1 Permit 433 Caballo Mine

The surface owner consent portion of the adjudication file was most recently approved November 30, 2015. It contains a mixture of WDEQ/LQD form 8 consents as well as deeds and/or leases serving in lieu of form 8 consents. Specifically on page SOC-50 through SOC-55 a warranty deed conveyed the surface only from Caballo Coal Company to Charles T Rourke, II and Annette Rourke and reserved the coal and all the rights necessary or convenient for the purpose of exploring for, drilling, mining and producing such minerals.

2.2 Permit 242 Guernsey Stone

The surface owner consent portion of the adjudication file was approved April 30, 1999. The file contains a mixture of deeds, leases, and agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents.

2.3 Permit 240 Rawhide Mine

The surface owner consent portion of the adjudication file was approved June 19, 1995. The file contains a mixture of deeds, leases, and agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents.

2.4 Permit 232 Wyodak Mine

The surface owner consent portion of the adjudication file was approved September 21, 2006. The file contains a mixture of deeds, leases, and

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RECD FEB 03,2016

DEQ 2-015

agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents. Specifically on page 1 there is a Right-Of-Way Easement Agreement between Wyoming Coal Resources Company (WCRC) and Wyodak Development Corporation (Wyodak) for use of a road by Wyodak that reserves right for WCRC the right to enter the Right-of-Way to explore for, develop, mine, extract, recover, remove and otherwise exploit the Minerals, whether by underground or surface mining method.

2.5 Permit 237 Cordero Mine

The surface owner consent portion of the adjudication file was approved March 09, 2011. The file contains a mixture of deeds, leases, and agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents. Specifically on page CRM ADJ-A9i-47 a coal deed transferring coal from T7 Resources LLC to Cordero Mining LLC granting a dominant right of surface activity to Cordero Mining, for a period of fifteen (15) years, to develop and produce the strip minable coal.

2.6 Permit 248C Black Hills Bentonite

The Murphy Creek amendment appears to contain lands for which no consent can be found. This amendment was approved January 15, 2014.

2.7 Permit 267C Bentonite Performance Minerals, LLC

The surface owner consent portion of the adjudication file was approved March 11, 2011. The file contains WDEQ/LQD form 8 consent documents and a historical introduction. The introduction and history specifically states that there is no record of Surface Owner Consent statements prior to March 19, 1999.

2.8 Permit 379 Westmoreland Kemmerer

The surface owner consent portion of the adjudication file was approved October 11, 2011. The file contains a mixture of deeds, leases, and agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents. A purchase agreement was entered between Gulf Oil Corporation and Rock Springs Royalty Company selling fee coal and coal rights. In Article VI of this agreement, Rock Springs grants to Gulf the exclusive and unlimited right to the use of the surface of the Exhibit A lands including the right to prospect for coal, to construct mines and facilities, to mine and remove by strip surface and open face mining, shaft, slope, drift, punch or any method of

TFN 6 2/025
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DEQ 2-016

mining, the coal on, in and underlying the Exhibit A lands...together with the right to use without any additional compensation as much of the surface of the Exhibit A Lands as may be necessary or desirable to mine the coal.

2.9 Permit 525 Antelope Coal Company

The surface owner consent portion of the adjudication file was approved January 29, 2013. The file contains a mixture of deeds, leases, and agreements serving in lieu of form 8 consents as well as WDEQ/LQD form 8 consent documents. On page F5-8 a warranty deed conveys real property to Antelope Coal Company where the grantor grants to the grantee the right to control surface access to the property for all mineral exploration and development.

TFN 6 2/025
RECD FEB 03, 2016

APPENDIX A

Surface Owner Consent

Permit 433 Caballo Mine
Permit 242 Guernsey Stone
Permit 240 Rawhide Mine
Permit 232 Wyodak Mine
Permit 237 Cordero Mine
Permit 248C Black Hills Bentonite
Permit 267C Bentonite Performance Minerals, LLC
Permit 379 Westmoreland Kemmerer
Permit 525 Antelope Coal Company

TFN 6 2/025
RECD FEB 03, 2016

APPENDICES

SURFACE OWNER CONSENT

Permit 433
Caballo Mine

TFN 6 2/025
RECD FEB 03, 2016

SURFACE OWNER CONSENT

AUG 20 2015

Surface ownership within the permit area is divided as follows:

Federal acres	0 acres
State of Wyoming	977.8 acres
Private Acres	**20,290.9** acres

Authorization to mine state lands was granted by the Board of Land Commissioners of the State of Wyoming (Coal Mining Lease Serial Number 0-26937-A) on November 7, 1975. This was reaffirmed on February 3, 1983, renewed on April 2, 1995, and renewed again in April 2005. Coal Mining Lease 0-40699 was granted on April 2, 1998. Copies of these approved leases are available in the Federal and State Lease Section of the Adjudication File

An Easement, Encroachment and Sublease Agreement establishing a mutual layback area between Foundation Coal (AMAX) and Caballo Coal Company was consummated December 14, 1976 and is included in this Surface Owner Consent Section along with necessary amendments.

It should be noted that all rights relevant to surface owner consent as required by Federal, State and local statute and pertinent to the transfer of the Caballo Mine Permit from Exxon to Caballo Coal Company are contained within the conveyance document dated October 31, 1994, entitled Special Warranty Deed and Assignment as executed by and between Exxon Coal USA, Inc. and Caballo Coal Company. The aforementioned conveyance document was recorded in the records of Campbell County, Wyoming, at Book 1,312 of Photos, Pages 639-685. The rights addressing surface owner consent are more specifically set forth in Exhibit 1 - Surface Fee, Exhibit 2 - Surface Fee and Coal Fee, Exhibit 11 - Easements, Exhibit 15 - Layback Agreements and Exhibit 16 - Miscellaneous Reciprocal Agreements.

An overstrip agreement between Peabody Powder River Operations and Alpha Natural Resources was effective on August 31, 2012. The agreement addresses the rights of each party for mining adjacent leases acquired in 2012 and is located in this section of the permit.

APPROVED NOV 30 2015

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-021

STATE OF WYOMING
SURFACE OWNER CONSENT
EXECUTIVE SUMMARY

1. Surface Owner Consent from the State of Wyoming to Exxon Coal U.S.A (henceforth referred to as Caballo Coal Company) was signed on November 7, 1975 for Section 16: Township 48 North, Range 71 West.

2. The State of Wyoming approved an amendment to the mining plan on February 3, 1983.

3. See Federal, State and Private Coal Lease Section for State Coal Leases 0-40699 and 0-26937A. The base documents represent consent to mine from the State of Wyoming.

APPROVED NOV 30 2015

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-022

THE STATE OF WYOMING

Commissioner of Public Lands and Farm Loans

2424 PIONEER AVENUE
PIONEER BUILDING

CHEYENNE, WYOMING 82002

PLEASE ADDRESS RE
TO THE COMMISSIO

February 5, 1983

Exxon Coal Resources USA, Inc.
P.O. Box 2180
Houston, Texas 77001

Re: State of Wyoming
Coal Lease No. 0-26937-A

Gentlemen:

We transmit herewith a copy of the Board Matter submitted to the State Board of Land Commissioners - your request for Consent and Approval to your Mining and Reclamation Plan on the Caballo Mine in Campbell County, Wyoming

This matter was considered and approved by the Board at its regular monthly meeting on February 3, 1983.

I also transmit a copy of the Consent and Approval which has been executed by me pursuant to the Board authorization.

Yours sincerely,

Oscar E. Swan

OSCAR E. SWAN, COMMISSIONER OF
PUBLIC LANDS & FARM LOANS

OES:ekh

Enclosure

cc/attachment:
DEQ - Land Quality
State of Wyoming

TFN 6 2/025
RECD FEB 03, 2016

FEBRUARY 3, 1983 LAND BOARD MATTER NO.__

CONSENT AND APPROVAL - MINING AND RECLAMATION PLAN

EXXON COAL U.S.A., INC.

CABALLO MINE - CAMPBELL COUNTY

Coal Lease No. 0-26937-A
Grazing Lease No. 2-3771

On November 7, 1975 the Board of Land Commissioners approved the attached "Consent and Approval" of the mining and reclamation plan as submitted to the Wyoming Department of Environmental Quality by Exxon Coal U.S.A., Inc. (formerly Carter Mining Company). The State of Wyoming owns the surface and minerals of Section 16 within the mine plan area and has both leased to Exxon.

Exxon has filed an amended mining plan with DEQ for approval. Although there are only minor changes which affect the State section, DEQ has requested a second "Consent and Approval" from the State as owner of the surface. The only significant change in the plan is the relocation of a reservoir or water impoundment pond after mining is complete and the surface reclaimed. The pond will actually be in a better location to capture drainage from the watershed than where it is now located. Also there are no pipelines or other easements that will conflict with or impair the mining operation on the State land.

Exxon also has overburden agreements with adjacent surface owners on the outside boundaries of the State section, so that all of coal can be mined clear to the section lines, thus avoiding waste by leaving coal in the ground.

Attachments

COMMISSIONER'S RECOMMENDATION:

The Commissioner recommends that the Board give its consent and approval of the amended mining and reclamation plan which has been submitted to the Department of Environmental Quality by Exxon Coal U.S.A., Inc.

BOARD ACTION: BOARD APPROVED FEB 3 1983

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-024

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OCT 31 2003
DEQ - SHERIDAN

CONSENT AND APPROVAL

WHEREAS, under date of April 2, 1975, the State of Wyoming, acting by and through its Board of Land Commissioners, issued Coal Mining Lease Serial Number 0-26937-A, thereby leasing for coal mining purposes the following described lands in the County of Campbell, State of Wyoming, to-wit:

Township 48 North, Range 71 West

Section 16: All

and

WHEREAS, said State of Wyoming coal lease by its terms (particular reference being made to subparagraph 3(g) thereof) requires that the plan of mining be submitted to the Commissioner of Public Lands for approval; and

WHEREAS, the Wyoming Environmental Quality Act (particular reference being made to Sec. 35-502.24, Wyoming Statutes, 1975 Cum. Supp.) requires consent from the surface owner of the mining plan and reclamation plan which is submitted for approval;

WHEREAS, Exxon Coal USA, Inc., a corporation, the owner of the mining and operating rights under the coal lease above identified, insofar as the same covers the lands particularly above described, has filed a mining plan and reclamation plan with the Department of Environmental Quality as required by law and has submitted the same to the Board of Land Commissioners and the Commissioner of Public Lands for consent and approval, and the Board and the Commissioner have found said plans acceptable;

WHEREAS, Exxon Coal USA, Inc. is Lessee of State of Wyoming Grazing and Agricultural Lease No. 2-3771 dated of June 30, 1974, which has been renewed effective 2-1-1982. Said Lease covers the following described lands in the County of Campbell, State of Wyoming, to-wit:

TFN 6 2/025
RECD FEB 03, 2016

Township 48 North, Range 71 West

Section 16: All

Paragraph 8 of said lease requires an application to construct improvements be filed with the Commissioner of Public Lands before said improvements are constructed. The Commissioner of Public Lands shall also be a co-applicant on those applications submitted to the State Engineer for permits to construct wherein water right applications are required. Such applications shall be submitted in a timely manner to fit the term of license normally observed by the Commissioner's office and the Office of the State Engineer.

NOW, THEREFORE, the Board of Land Commissioners of the State of Wyoming, acting through the Commissioner of Public Lands, does hereby consent to and approve the mining plan and reclamation plan heretofore submitted by Exxon Coal USA, Inc. to the Depart Environmental Quality of the State of Wyoming, this consent approval to be effectual both as to and by the surface owner under said statutes and the lessor under said lease.

IN WITNESS WHEREOF, this consent and approval has been duly executed at Cheyenne, Wyoming this 3 day of February, 1983

Oscar L. Sue

Commissioner of Public Lands

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OCT 31 2003
DEQ - SHERIDAN

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-026

AMAX LAND COMPANY
EASEMENT, ENCROACHMENT AND SUBLEASE AGREEMENT
EXECUTIVE SUMMARY

The original agreement, signed December 14, 1976, identified two parcels of land -- Parcel A and Parcel B.

Carter Oil Company (henceforth referred to as Caballo Coal Company) owns or controls the surface estate of, and owns or leases some of the coal estates in, Parcel A.

Meadowlark Farms (henceforth referred to as AMAX Land Company) owns or controls the surface estate of, and owns or leases some of the coal estates in Parcel B.

The agreement essentially allows both parties to encroach upon the various estates of the other for purposes related to the respective mining operations.

Amendment of Agreement

The amendment of agreement signed February 14, 1983 allowed for the construction of impoundments and other restoration practices in portions of Sections 26, 27 and 28, Township 48 North, Range 71 West.

Second Amendment of Agreement

The second amendment of agreement signed May 8, 1991 provides for the partial assignment of federal coal and certain surface rights from AMAX Land Company to Caballo Coal Company, for the purpose of creating a new federal coal lease in favor of Caballo Coal Company.

Third Amendment of Agreement

The third amendment of agreement signed March 30, 1993 allowed for transfer from AMAX to Caballo Coal Company all rights and responsibilities including reclamation responsibilities, changing the bond line and reclamation limit for portions of Section 27, Township 48 North, Range 71 West.

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OCT 31 2003
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DEQ 2-027

Fourth Amendment of Agreement

The fourth amendment of agreement signed December 9, 1996 provided for the ratification of the 1976 Agreement as amended and further amended the agreement as follows:

1. The term of the agreement was extended to the point bond release is obtained on all property covered by the agreement.

2. AMAX transferred all rights and responsibilities including reclamation responsibilities, changing the bond line and reclamation limit for a 9.6 acre tract of land in Section 27, Township 48 North, Range 71 West.

3. The agreement was further amended to include certain lands in Parcels A and B previously labeled in the Caballo permit as "no surface owner consent lands."

Fifth Amendment of Agreement

The fifth amendment of agreement signed April 1, 2002 provided for the ratification of the 1976 Agreement as amended and further amended the agreement as follows:

1. **Caballo and RAG agree to amend the 1976 Agreement entitled "Parcel B" to include certain lands in the SW¼ of Section 21 and the NW1/4 of Section 28, T48N, R71W lying north and east of the Bishop County Road as said road exists on the date of Amendment 5.**

2. **Caballo will pursue reclamation bond coverage over lands identified as the "Caballo Coal Company Reclamation Transfer 2/10/02 on Exhibit A (approximately 190 acres).**

3. **Caballo and RAG agree to incorporate the "Letter Agreement for Removal of Power Line at the Robb Ranch" into Amendment 5 as Exhibit "B".**

4. **RAG waives the right to a preblast survey for physical improvements located at the Robb Ranch.**

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EASEMENT, ENCROACHMENT AND SUBLEASE AGREEMENT

THIS AGREEMENT, made and entered into this 14TH day of DECEMBER, 1976, by and between The Carter Oil Company, a Delaware corporation with address of P. O. Box 2180, Houston, Texas 77001 ("Carter"), and Meadowlark Farms, Inc., an Indiana corporation with offices in Indianapolis, Indiana 46225 ("Meadowlark").

W I T N E S S E T H :

WHEREAS, as hereinafter set forth, the parties hereto own or control certain estates within two parcels of land located in Campbell County, Wyoming, which are more particularly described as follows:

Parcel A

1. The South Half of the Northeast Quarter (S/2 NE/4) of Section 22;

2. The South Half of the North Half (S/2 N/2) and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 27;

3. The West Half of the Northwest Quarter (W/2 NW/4), the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) and West Half of the Northeast Quarter (W/2 NE/4) of Section 26, all located in Township 48 North, Range 71 West.

and

Parcel B

1. The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) and the South Half of the Southwest Quarter (S/2 SW/4) of Section 9;

2. The Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 8;

3. The East Half of the East Half (E/2 E/2) of Section 17;

4. The Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 20;

5. The East Half of the Southwest Quarter (E/2 SW/4) of Section 21;

6. The East Half of the Northwest Quarter (E/2 NW/4), the Northeast Quarter of the Southwest Quarter (NE/4 SW/4), and the North Half of the Southeast Quarter (N/2 SE/4) of Section 28;

7. The North Half of the South Half (N/2 S/2) of Section 27;

8. The North Half of the South Half (N/2 S/2) and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 26;

all located in Township 48 North, Range 71 West.

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The aforesaid parcels and all of the estates therein are being hereinafter individually referred to as "Parcel A" and "Parcel B", respectively, and collectively as the "Premises"; and

WHEREAS, Carter owns or controls the surface estate of, and owns or leases some of the coal estates in, Parcel A; and

WHEREAS, Meadowlark owns or controls the surface estate of, and owns or leases some of the coal estates in Parcel B; and

WHEREAS, Carter and Meadowlark desire to obtain the right to encroach upon, over, into and under the various estates in the Premises owned, leased and/or controlled by each other for purposes related to their respective mining operations in the vicinity of the Premises subject to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Rights of Easement and Encroachment

(a) Carter, to the extent it has the right, title and interest to do so, hereby grants to Meadowlark the right, license and easement to encroach upon, into, over and under Parcel A; provided, however, that such right is limited to the right to remove, place and/or displace earth, rock and other material (such materials being hereinafter collectively referred to as "Overburden") therein, thereon, thereunder and/or therefrom, dig surface drainage ditches and construct any access roads (excluding railroads), power lines or cattle fences upon the surface of Parcel A which, in Meadowlark's sole judgment, are necessary or convenient in conjunction with Meadowlark's mining operations in the vicinity of the Premises;

(b) Meadowlark, to the extent it has the right, title and interest to do so, hereby grants to Carter the right, license and easement to encroach upon, into, over and under so much of Parcel B as the same is adjacent to and contiguous with coal estates owned or leased by Carter; provided, however, that such right is limited to the right to remove, place and/or displace overburden therein, thereon, thereunder and/or therefrom, dig surface drainage ditches and construct any access roads (excluding

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railroads), power lines or cattle fences upon the surface of Parcel A which, in Carter's sole judgment, are necessary or convenient in conjunction with Carter's mining operations in the vicinity of the Premises.

(c) Each party hereto waives all right to lateral and subjacent support from the adjoining lands of the other party, insofar as such support is disturbed or removed by the other party's mining operations on adjoining lands, it being the purpose and intent of the parties that each party shall have the right and privilege necessary to permit it to remove coal from its own lands to the very property line dividing the parties' lands.

(d) Upon the termination of this Agreement, each party agrees to relocate any and all access roads, power lines or cattle fences to such locations as are acceptable to the other party.

Section 2. Term

The term of this Agreement shall be ten years, commencing upon the date hereof; provided, however, that this Agreement may be earlier terminated pursuant to Section 5 hereof; and provided, further, except as set forth in the preceding proviso of this Section 2, either party shall have the right to extend this Agreement for successive periods of ten years as long as either party is engaged in coal mining operations in Township 48 North, Range 71 West, Campbell County, Wyoming, by giving notice thereof to the other prior to or on the last day of term then running at the address and in the manner provided in Section 11 hereof.

Section 3. Obligations

(a) Obligations of Parties

(i) Activity. Each party shall conduct any and all of its activities hereunder upon any of the Premises in a prudent and workmanlike manner.

(ii) Removal of Encumbrances and Structures. Each party shall, within 60 days after the termination of this Agreement or within 60 days after reasonable demand by the other party, remove any and all encumbrances, improvements, machinery, equipment and other properties (collectively, the "Property") placed by it or its contractors on the surface of any portion of the Premises not owned or controlled

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by it; provided, however, that in the event either party fails to remove any Property, the same may be removed by the other to the extent that such Property remains on the surface estate owned or leased by such other party, at the sole expense of the party which failed to so remove such Property.

(iii) Removal of Overburden. In the event either or both of the parties deposit any Overburden on the coal estates owned or leased by the other lying in and/or under the Premises (such depositing party being hereinafter referred to as the "Depositor") and has not removed such Overburden by the date this Agreement is terminated, and in the further event the Depositor is then conducting mining operations in the vicinity of the Premises, then such Depositor shall remove said deposits of Overburden as soon as reasonably possible, but in any event prior to the completion of such mining operations; and provided, further, that if a Depositor fails to comply with its obligations under this sentence, the other party hereto shall thereafter have the right to remove such Overburden to the closest other lands whose surface is owned or controlled by such Depositor at such Depositor's expense.

(iv) Removal of Overburden During Agreement. If after receipt of the other party's mining plan for the next succeeding 12 months under subsection (vii) hereof, either party may require the other party to remove its overburden from the party's Premises within six (6) months from the date of written demand to the other party if the party reasonably determines that it will begin to utilize its Premises for mining or mining operations within the next succeeding 24 months. Failure by the other party to comply with its obligations under this subsection shall subject the other party to the same obligations and expenses as provided in subsection (iii) above.

(v) Indemnification. Each party hereby agrees to indemnify and hold the other party harmless from any and all liability (including reasonable costs and attorney's fees incurred by the other party in defending against such liability) to third persons on account of damage or injury to property or persons, including

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death, arising out of the indemnifying party's use or possession of the Premises hereunder; provided, however, that such indemnification shall not apply to any liability as to which the indemnified party is contributorily negligent.

(vi) Fencing. Each party shall construct a fence around any portion of the Premises they use and/or occupy hereunder prior to such use and/or occupation and shall maintain such fence during the period of such use and/or occupation.

(vii) Mining Plans. Each party shall submit to the other, within 90 days after the date hereof and at least 60 days prior to each anniversary of the date hereof, its mining plan for the next succeeding 12 months, insofar as it sets forth which portions of the Premises it shall be using and/or occupying during such 12 months.

(viii) Removal of Existing Property. Each party hereby agrees to give the other 60 days' advance written notice of its intention to use or occupy any part of the Premises hereunder in order to permit the removal by such other party of its Property located thereon.

(b) Permits. Carter has included portions of Parcel A to be disturbed by Meadowlark in the mining permit Carter has obtained for its Caballo Mine; however, Meadowlark shall provide any bonds required with respect to such portions and obtain all permits and licenses necessary to mine the coal estates in Parcel B leased by it and to conduct all other activities authorized hereby.

Section 4. Disclaimer of Warranty

Neither party warrants that the Premises are fit for the purposes contemplated hereby. Both parties make no warranty whatsoever with respect to the Premises except that each party, for itself and its successors and assigns, covenants to warrant and forever defend the other corporate party hereto the rights to the Premises and/or portions thereof hereby granted against the claims of all persons claiming by, through or under such warranty party, its successors or assigns.

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Section 5. Default

In the event either party violates any of the terms, conditions or obligations of this Agreement to be complied with or performed by it

hereunder, and such default continues for a period of 30 days after such defaulting party has received written notice thereof from the other party hereto pursuant to Section 11 hereof, the party sending such notice shall, at its option, have the right to terminate this Agreement forthwith and shall immediately notify the other party of such decision to terminate.

Upon receipt of such notice of termination, the defaulting party shall have a period of six months therefrom in which to remove all of its Property on any portion of the Premises not owned or controlled by it pursuant to subsection 3(a)(ii) hereof; provided, however, that nothing contained in this Section 5 shall relieve such defaulting party from its obligations pursuant to Sections 3 and 6 hereof.

Anything to the contrary contained in subparagraph 3(a)(iii) hereof notwithstanding, in the event of a declared fault under this Section 5, and in the event that the defaulting party hereto has deposited Overburden upon lands whose surface estate is owned or controlled by the other party hereto pursuant to subsection 3(a)(iii) hereof, the defaulting party shall have a period of 60 days after being notified of the termination of this Agreement pursuant to this Section 5 to remove such Overburden. In the event that such Overburden is not removed by the defaulting party within such 60-day period, the other party hereto may remove such Overburden at the expense of the defaulting party.

Section 6. Reclamation

Each party shall conduct its respective operations upon, within and under the Premises in compliance with all applicable laws, rules and regulations now existing or hereinafter enacted or adopted by federal, state and local authorities having jurisdiction over the Premises, and each shall have the right, without any charge therefor or claim of damage thereto, to do and perform, with respect to the Premises, whatever may be required or deemed by it to be required or advisable in order to comply with any state or federal laws or the rules, regulations or orders of any other governmental authority having competent jurisdiction over the Premises. It is understood that any reclamation operations conducted on the Premises by either party shall extend to all of the

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Premises affected or disturbed by such party. Each party hereby agrees to indemnify and hold the other, its successors and assigns, harmless from any and all fines, damages and costs (including the costs of litigation) arising out of such indemnifying party's compliance or noncompliance with the requirements of this Section 6.

Section 7. First Use

Each party hereby agrees that the party which first conducts its operations on the Premises shall do so in accordance with all applicable laws, rules and regulations now existing or hereinafter enacted or adopted by state, federal or local authorities.

Anything to the contrary contained herein notwithstanding, it is the intent and agreement of both parties that by this Agreement either party may be the first to begin its respective operations on, in or under the Premises pursuant hereto.

Section 8. Definition

Meadowlark hereby acknowledges that The Carter Mining Company is a wholly-owned subsidiary of Carter and that any mining operations or other operations in connection therewith conducted on the Premises or in the general vicinity thereof may be performed by The Carter Mining Company or possibly by another subsidiary of Carter or of Carter's parent corporation. Each party hereby agrees that for the purposes of this Agreement, whenever the term "Carter" is used herein, such term shall also be deemed to include The Carter Mining Company, so that all rights and privileges hereby granted to and the obligations hereby assumed by Carter shall inure to the benefit of and be binding upon The Carter Mining Company or such other subsidiary of Carter or of Carter's parent corporation as may conduct mining operations on the Premises or in the general vicinity thereof.

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Whenever in this agreement the name "Meadowlark" is used in connection with mining operations on the premises, and plans related thereto, such designation shall include Amax Inc. or any third party deriving its interest from Meadowlark or its respective successors and assigns.

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Section 9. Leases and Easements

It is recognized by the parties hereto that the following leases and easements presently affect A-116r portions of the premises:

(a) Grazing Lease dated July 1, 1974, from Grantor as Lessor to J. F. Rourke as Lessee;

(b) Right-of-Way Easement dated March 10, 1976, from Grantor to Mountain States Telephone and Telegraph Company.

Under terms of the grazing leases Carter as Lessor has the right to terminate same at any time, and from time to time, upon six (6) months' written notice, insofar as said lease covers and pertains to lands which are necessary, in Lessor's sole opinion, for the purpose of mining and operating for, producing, processing or transporting coal and minerals of any nature.

Meadowlark hereto covenants and agrees that no later than six (6) months prior to initiating any mining operation on any portion of the premises, it shall notify Carter of the proposed operations, detailing which portion of the aforesaid surface lease will be affected. Upon receipt of such notice, Carter shall timely exercise its right to terminate that portion of the affected surface lease prior to initiating any mining operations on the premises.

Section 10. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Except as provided in Section 8 hereof, neither of the parties hereto shall assign its interests in this Agreement without the prior written consent of the other party hereto, and no such assignment shall relieve such assignor of its obligations hereunder.

Section 11. Notice

Any notices, other communications and payments to be given under this Agreement shall be sent by first class certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses first written above.

Section 12. Entire Agreement

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may not be modified except by an instrument in writing signed by each of the parties hereto.

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Section 13. Governing Law

This Agreement and the rights and obligations thereunder of the parties hereto shall be construed in accordance with and governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CARTER OIL COMPANY

By _____
Vice President

Attest:

_____
Asst. Secy.

MEADOWLARK FARMS, INC.

By _____
Vice President

Attest:

_____

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Dist III

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THE CARTER MINING COMPANY
POST OFFICE BOX 3007 • GILLETTE, WYOMING 82716 • (307) 682-8881

February 9, 1983

Mr. E. R. Wallis
Manager - Western Division
Meadowlark Farms, Inc.
P. O. Box 3005
Gillette, WY 82716

Dear Mr. Wallis:

The Carter Mining Company submitted an application for a Permit Amendment and License to Mine to the Wyoming Department of Environmental Quality to allow construction of impoundments and other restoration practices on the following property owned by Meadowlark Farms, Inc.

Township 48 North, Range 71 West, 6th PM

Section 26:	N½S½, SE¼NW¼
Section 27:	N½S½
Section 28:	E½NW¼, NE¼SW¼, N½SE¼

This area is the subject to an easement, encroachment, and sublease agre between Meadowlark Farms, Inc. and Exxon Coal executed on December 14, 1. These documents inure to Meadowlark Farms, Inc. as the present surface owner and cover the substance of our agreement. These lands are currently being operated and mined by Amax Coal.

Under W.S. 35-11-406 (b)(xii) an applicant for a mining permit must include in that application an instrument of consent from the surface owner. While the above-referenced agreement provides all necessary consents for back-sloping and diversion construction, to avoid any ambiguity or regulatory delay, we are submitting our mine plan and reclamation plan to you for your approval. This consent is intended to include approval for proposed impoundments to be located on the above-described lands as set forth in the mine plan and reclamation plan.

Please indicate your consent to our mine plan and reclamation plan by signing this letter and the attached DEQ Form 8, and returning one copy to us.

Sincerely,

Doug Fuller

Douglas P. Fuller
Landman

YOUR MINING AND RECLAMATION PLANS ARE HEREBY CONSENTED TO:

BY Ed Wallis
DATE 2/14/83

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DEQ 2-038

FORM NO. 8 AMENDMENT - October 1975

SURFACE LANDOWNER'S CONSENT

I, Meadowlark Farms, Inc., CERTIFY that I hold surface rights on certain lands on which The United State of America and others hold mineral estate rights, on the following lands:

SW¼SE¼, S½SW¼	Section	9	T. 48 N.,	R. 71 W.	6 P.M.
SE¼SE¼	Section	8	T. 48 N.,	R. 71 W.	6 P.M.
E½E½	Section	17	T. 48 N.,	R. 71 W.	6 P.M.
NE¼NE¼	Section	20	T. 48 N.,	R. 71 W.	6 P.M.
E½SW¼	Section	21	T. 48 N.,	R. 71 W.	6 P.M.
E½NW¼, NE¼SW¼, N½SE¼	Section	28	T. 48 N.,	R. 71 W.	6 P.M.
N½S½	Section	27	T. 48 N.,	R. 71 W.	6 P.M.
N½S½, SE¼NW¼	Section	26	T. 48 N.,	R. 71 W.	6 P.M.

I have examined the mining plans and reclamation plans prepared by The Carter Mining Company in compliance with the Wyoming Environmental Quality Act of 1973 as amended, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein, as previously provided for in that easement, encroachment, and sublease agreement between Meadowlark Farms, Inc. and Exxon Coal excuted December 14, 1976.

Dated this 14th day of February, 1983.

Witness:

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DEQ 2-039

Ex-J File # 467914

AGREEMENT FOR ASSIGNMENT OF COAL PROPERTIES
AND AMENDMENT OF EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of May, 1991, by and between AMAX COAL COMPANY, a Delaware corporation (hereinafter called "Amax"), MEADOWLARK INC., an Indiana corporation, doing business in Wyoming as Meadowlark Farms, Inc. (hereinafter referred to as "Meadowlark"), and EXXON COAL RESOURCES USA, INC., a Delaware corporation (hereinafter called "Exxon").

WITNESSETH:

WHEREAS, Meadowlark and The Carter Oil Company, a Delaware corporation (hereinafter referred to as "Carter") entered into an Easement, Encroachment and Sublease Agreement dated December 14, 1976 (hereinafter referred to as the "Easement Agreement"), whereby the parties thereto granted various rights and obligations of easement, encroachment and sublease to each other over certain lands located in Campbell County, Wyoming, as more particularly described therein; and

WHEREAS, Exxon has succeeded to all the rights and obligations of Carter; and

WHEREAS, the rights and obligations granted to Meadowla pursuant to the Easement Agreement also were granted to Amax; a

WHEREAS, Meadowlark is the owner of record title of Federal Coal Lease No. W-0317682 (hereinafter referred to as "Lease") which was originally issued by the United States Department of the Interior, Bureau of Land Management, on September 1, 1965, recorded in the Mining Records of Campbell County, Wyoming, at Book 56, Page 548, and which was readjusted on September 1, 1985, covering, among other lands, certain lands which are more fully described in Exhibit A as Tract I (hereinafter referred to as "A-I Lands") attached to and made a part of this Agreement; and

WHEREAS, Meadowlark is the record owner of the surface estate overlying a portion of the Lease and overlying unleased federal coal, collectively described in Exhibit A as Tract II (hereinafter referred to as "A-II Lands"); and

WHEREAS, Exxon desires to make application for a subsequent BLM modification of a newly created federal coal lease to include twenty (20) acres of presently unleased federal coal, more fully described on Exhibit A as Tract III (hereinafter referred to as "A-III Lands"); and

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WHEREAS, Exxon is the owner of record title of Federal Coal Lease Nos. W-3397 and W-49644 which were originally issued by the United States Department of the Interior, Bureau of Land Management, on December 1. 1967, and on September 1, 1965, respectively, recorded in the Mining Records of Campbell County, Wyoming, at Book 77, Page 208 and at Book 56, Page 548, respectively, covering certain lands which are adjacent to and nearby the Meadowlark lands described on Exhibit A as A-I, A-II and A-III Lands; and

WHEREAS, due to changed circumstances, it is in the mutual interest of the parties for Meadowlark to partially assign the Lease and to transfer certain surface rights to Exxon for the purposes of creating a new federal coal lease in favor of Exxon and including same in its Caballo Mine Logical Mining Unit;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein contained, the parties hereto agree as follows:

1. In consideration of Ten Dollars ($10.00) and of the royalties, promises and undertakings herein contained, Meadowlark agrees to assign to Exxon all of its right, title and interest to the coal in A-I Lands, subject to an authorized official of the United States Department of the Interior, Bureau of Land Management: (a) approving assignment to Exxon of A-I Lands through creation of a new federal coal lease, (b) exclusion of any and all provisions of Public Law 100-690 (Omnibus Drug Initiative Act of 1988) from application to the newly created federal coal lease covering A-I Lands, and (c) consolidation of A-I Lands with Exxon lands into the Caballo Mine Logical Mining Unit. Occurrence of the three events within twenty-four (24) months from the date of this Agreement is a condition to the assignment and the parties hereto covenant that failure of the condition will automatically terminate this Agreement, subject to the reassignment, release and termination provisions contained herein.

2. Meadowlark shall execute and deliver to Exxon in quadruplicate originals within ten (10) days of the date of execution hereof the partial coal lease assignment in substantially the form of Exhibit B attached hereto and made a part hereof. In the event the condition contained in Section 1 above does not occur, a reassignment of the previously assigned coal lease shall be made by Exxon to Meadowlark within thirty (30) days from the date said condition is officially rejected.

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3. Meadowlark shall grant to Exxon all necessary and reasonable rights to use the surface estate described herein as A-II Lands requisite for Exxon to enter upon, prospect, mine, develop, store, reclaim, remove, ship, and sell federal coal from lands described herein as A-I Lands and A-III Lands. It is understood between the parties that the surface rights granted by Meadowlark to Exxon are an integral incident and requirement to proper development of the federal coal in A-I Lands and A-III Lands, to which extent the parties will cooperate in assuring that Exxon receives all surface rights necessary for obtaining federal and state approval for assignment and development of the federal coal. The use of such lands shall be in accordance with the Easement Agreement.

4. Exxon agrees to pay to Meadowlark the following royalty free and clear of all costs of mining the coal and its preparation for sale or other disposition:

(a) For all coal reserves produced and sold from the A-I Lands prior to January 1, 1994, payment to Meadowlark by Exxon for such royalty shall be calculated at the rate of six cents ($0.06) per ton (2,000 pounds).

(b) For all coal reserves produced and sold from the A-I Lands after December 31, 1993, and prior to January 1, 1995, payment to Meadowlark by Exxon for such royalty shall be calculated at the rate of six and eight-tenths cents ($0.068) per ton (2,000 pounds).

(c) For all coal reserves produced and sold from the A-I Lands after December 31, 1994, and prior to January 1, 1996, payment to Meadowlark by Exxon for such royalty shall be calculated at the rate of seven and six-tenths cents ($0.076) per ton (2,000 pounds).

(d) For all coal reserves produced and sold from the A-I Lands after December 31, 1995 and prior to January 1, 1997, payment to Meadowlark by Exxon for such royalty shall be calculated at the rate of eight and one half cents ($0.085) per ton (2,000 pounds).

(e) For all recoverable coal reserves not produced from the A-I Lands prior to January 1, 1997, up to and including a stipulated maximum economically recoverable reserve of projected and actual cumulative total production during the term of this Agreement of eight million six hundred thousand (8,600,000) tons, Exxon shall pay to Meadowlark an advanced royalty of eight and one-half cents ($0.085) for each unproduced coal ton up

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to and including only the total stipulated recoverable reserve described in this paragraph, which payment, if any, shall represent the balance in full of royalty owing to Meadowlark. It is understood that the total stipulated recoverable reserve is an estimated reserve based on current geologic data. The actual reserve of coal mined or in place may be revised by mutual agreement of the parties based on future coal exploration drilling and site-specific mining conditions. Coal recovery shall be conducted in accordance with an approved Bureau of Land Management Resource Recovery and Protection Plan. Exxon shall provide Meadowlark data to justify their request of a revised coal reserve.

(f) Royalty payments from Exxon to Meadowlark shall be made quarterly on or before the 25th day of the calendar month next following the close of the calendar quarter for which payment is due. Each payment except only any payment made according to Section 4(e), shall be accompanied by a statement from Exxon showing the quantity in tons of coal produced and sold from the subject lands during that payment period.

(g) All payments of such royalties may be made by cash, check or draft mailed or delivered on or before the due date to Meadowlark at the following address:

Meadowlark Inc.
251 N. Illinois Street
P.O. Box 967
Indianapolis, Indiana 46206-0967

Attention: LeRoy Tidwell

A copy of all payments shall also be sent to Meadowlark at the address specified in Section 16.

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5. Upon occurrence of the condition contained in Section 1, Exxon covenants to pay directly to Meadowlark the Organ Estate overriding royalty of one-half of one percent (1/2 of 1%) of the net realization from the sale of coal as it pertains to a portion of the A-I Lands which was created in that certain unrecorded agreement dated January 18, 1969, between John E. Organ, et ux Eunice Organ and Ayrshire Collieries Corporation and which continues until the end of the business day, December 31, 2019, at which time the royalty shall cease. Payment of the Organ Estate overriding royalty shall be made to Meadowlark by Exxon monthly on or before the 25th day of the calendar month next following the close of the calendar month for which

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payment is due, and Meadowlark shall be responsible for payment to the overriding royalty owners. Exxon shall have the right to inspect and audit Meadowlark's books and records with respect to Meadowlark's accounting to the overriding royalty owners, and Meadowlark shall indemnify, save and hold Exxon harmless from and against all claims of said overriding royalty owners with respect to Meadowlark's accounting to said owners. Each payment shall be accompanied by a statement from Exxon showing the quantity in tons of coal produced and sold from the subject lands during the payment period, the total net realization and the amount of such royalty. All payments shall be made to the address specified in Section 4 (c) with a copy of the same sent to the address in Section 16. The term "net realization" as used in this section shall mean the gross realization (gross sales price) from all of the aforesaid coal sold hereunder after deducting therefrom: (a) sales agents' commissions; and (b) any tax (other than federal income tax) or other governmental charge which may be imposed on Exxon, its successors or assigns, or its sales agents by the United States or any state or governmental authority upon the sale of such coal or the privilege of selling the same, or engaging in the commerce of producing and selling such coal or mining the same, or any compensatory use tax, however the tax may be denominated; such taxes to be computed at the rate prevailing at the time of any such sale or transaction.

6. Upon execution of this Agreement, Exxon shall promptly file for and diligently pursue Bureau of Land Management approval of the partial assignment of the Lease which covers A-I Lands. The submittal made to the BLM by Exxon shall include all the information required by the Department of the Interior regulations pertaining to Federal Coal Lease assignments.

7. The partial assignment of Lease shall be without warranty of title, express or implied, except as to persons claiming by, through or under Meadowlark.

8. Amax and Meadowlark hereby agree to grant, transfer and assign to Exxon, and Exxon hereby agrees to accept from Amax and Meadowlark all permits, reclamation and bonding responsibilities for all disturbances on the A-I and A-II Lands as set forth on Exhibit "C" attached hereto and made a part hereof. The transfer will occur when the three events specified in Section 1 of this agreement

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occur. AMAX and Meadowlark shall, upon request, make 120,000 cubic yards of topsoil available to Exxon from AMAX stockpile T-9 as currently located, for use in reclaiming the lands that were previously disturbed by AMAX and will be reclaimed by Exxon, as set forth on Exhibit C attached hereto and made a part hereof.

9. To comply with the requirements of the Wyoming Department of Environmental Quality, Land Quality Division, Exxon shall (i) show the general mining disturbance as set forth on Exhibit "C" as Exxon lands on a map in the Caballo Mine Permit Application under the Wyoming State Surface Mining Program, (ii) include an explanation of the transfer of rights and responsibilities pursuant to this Agreement, and (iii) post appropriate bonds or other assurances as required by the State of Wyoming for the reclamation thereof.

10. To comply with the requirements of the Wyoming Department of Environmental Quality, Land Quality Division, AMAX shall (i) show the general mining disturbances on a map in the Belle Ayr Mine Permit Application under the Wyoming State Surface Mining program, and (ii) include an explanation of the transfer of rights and responsibilities pursuant to this Agreement.

11. If Exxon encounters economic quantities of useable scoria on the A-III lands during its mining activities, Exxon shall stockpile for Meadowlark such scoria in a stable manner which is compatible with its operations at a location in the vicinity of such lands which is also acceptable to AMAX. Exxon shall provide AMAX with advance notice of intent to stockpile and the proposed location. Economic quantities of useable scoria shall be defined as a volume in excess of 15,000 cubic yards and which constitute the full thickness of a mining bench.

12. Exxon shall (i) indemnify, save or hold harmless, Meadowlark and Amax, their successors, assigns, employees and agents (hereinafter each called the "Protected Party"), against all liability and loss by reason of any injury (including death) sustained by or any damage to the property of any person as a result of the activities of Exxon hereunder due to negligence or misconduct of Exxon in connection therewith and in the event any suit, action, claim or proceeding shall be brought against a Protected Party asserting liability of a Protected Party in connection therewith, shall defend such suit, action, claim or proceeding and if any judgment shall be rendered therein against a Protected Party, shall fully satisfy

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RECD FEB 03, 2016

and discharge the same and all costs and expenses incurred by Protected Party in connection therewit including reasonable attorneys fees; and (ii) be full and completely responsible for all penalties, costs, expenses, losses or damages resulting from any failure of Exxon to comply with all applicable federal, state or local laws, rules or regulations including but not limited to those related to surface coal mining and reclamation, water quality or other environmental requirements and mine health and safety and shall indemnify, save and hold harmless, Meadowlark, Amax, their successors and assigns from and against any penalties, costs, expenses, losses or damages incurred by Meadowlark or AMAX as a result of such failure.

13. Exxon, Amax and Meadowlark agree to meet when necessary to perform such further acts as may be reasonably required to fully carry out the terms of this Agreement.

14. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may not be modified except by an instrument in writing signed by each of the parties hereto.

15. The rights and responsibilities of the parties hereto shall be binding upon and inure to the benefit of th parties hereto and upon their respective successors and assigns.

16. All notices required to be given hereunder shall be considered as properly given when delivered by hand or sent prepaid private express service, first class or certified mail to the parties at the following address or to such other address as any party hereto shall specify in a written notice to the other party similarly given. Any such notice shall be deemed given upon receipt.

<u>Amax</u>

AMAX Coal Company
1901 Energy Court
P.O. Box 3005
Gillette, Wyoming 82717-3005

Attention: Steven R. Youngbauer, General Counsel

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Exxon

Exxon Coal Resources USA, Inc.
2401 S. Gessner, Suite 210
Houston, Texas 77063-2005

Attention: R.L. Boane, President

Meadowlark

Meadowlark Farms, Inc.
1901 Energy Court
P.O. Box 3005
Gillette, Wyoming 82717-3005

Attention: Steven R. Youngbauer, General Counsel

17. This agreement and the rights and obligations hereunder shall be governed by the laws of the State of Wyoming without giving effect to the conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals effective as of the date set forth above.

AMAX COAL COMPANY CORPORATE SEAL DELAWARE

ATTEST: Steven R. Youngbauer

AMAX Coal Company

By

Its President

EXXON COAL RESOURCES CORPORATE SEAL

ATTEST:

Exxon Coal Resources USA, Inc.

By

Its Attorney-in-Fact

MEADOWLARK INC. CORPORATE SEAL WYOMING

ATTEST: Steven R. Youngbauer

Meadowlark Inc., doing business in Wyoming as Meadowlark Farms, Inc.

By

Its Vice President

TFN 6 2/025
RECD FEB 03, 2016

STATE OF WYOMING)
) SS:
COUNTY OF CAMPBELL)

I, Rebecca J. Gustafson, a Notary Public in and for said County and State, do hereby certify that Thomas J. Lien, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President of AMAX Coal Company, appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 9th day of August, 19 91.

Rebecca J. Gustafson
Notary Public

My Commission Expires: November 21, 1994

County of Residence: Campbell

STATE OF Texas)
) SS:
COUNTY OF Harris)

I, SUE CAPLE, a Notary Public in and for said County and State, do hereby certify that ALLEN T. JOHNSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument as ATTORNEY IN FACT, of EXXON COAL RESOURCES USA INC, appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 8th day of MAY, 1991.

Sue Caple
Notary Public

My Commission Expires: 1-11-95

County of Residence: Harris

SUE CAPLE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 11, 1995

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TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-048

STATE OF WYOMING)
)SS:
COUNTY OF CAMPBELL)

I, Rebecca T. Gustafson, a Notary Public in and for said County and State, do hereby certify that Thomas J. Lien, personnaly known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of Meadowlark Farms, Inc., appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 8th day of [illegible], 19 91.

REBECCA T. GUSTAFSON NOTARY PUBLIC MY COMM. EXP. NOV. 21, 1994 WYOMING

Rebecca T. Gustafson
Notary Public

My Commission Expires:
November 21, 1994

County of Residence:
Campbell

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EXHIBIT A

Attached to and made a part of Agreement for Assignment of Coal Properties and Amendment of Easement Agreement dated May 8, 1991, between Amax, Meadowlark and Exxon.

DESCRIPTION OF PROPERTIES

Lands described below are located in Campbell County, Wyoming.

TRACT I: That portion of Federal Coal Lease No. W-0317632 described as follows:

Township 48 North - Range 71 West
Sections 26: S1/2NW1/4 (Lots 5 & 6), N1/2NW1/4SW1/4 (N1/2 of Lot 10)
Contains 100 acres, more or less.

TRACT II: The surface estate described as follows:

Township 48 North - Range 71 West
Section 26: SE1/4NW1/4 (Lot 6), N1/2N1/2SW1/4 (N1/2 of Lots 9 & 10)
Contains 80 acres, more or less.

TRACT III: The unleased federal coal described as follows:

Township 48 North - Range 71 West
Section 26: N1/2NE1/4SW1/4 (N1/2 of Lot 9)
Contains 20 acres, more or less.

Initial for Identification

AMAX
Exxon
Meadowlark

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APPENDIX 62/025
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DEQ 2-050

Exxon File No. 764914

EXHIBIT B

91 JUL 22 AM 9:12

PARTIAL ASSIGNMENT OF FEDERAL COAL LEASE NO. W-0317682

THIS ASSIGNMENT made this 8th day of May, 1991, between Meadowlark Inc., an Indiana corporation, doing business in Wyoming as Meadowlark Farms, Inc. (hereinafter called "Assignor") at 1901 Energy Court, P.O. Box 3005, Gillette, Wyoming 82717-3005, and Exxon Coal Resources USA, Inc., a Delaware corporation (hereinafter called "Assignee") at 2401 S. Gessner, Suite 210, Houston, Texas 77063-2005.

WITNESSETH:

WHEREAS, Assignor is the owner of record title of Federal Coal Lease No. W-0317682 (hereinafter "Lease") dated September 1, 1965, recorded in the Mining Records of Campbell County, Wyoming, at Book 56, Page 548, and which was readjusted on September 1, 1985, covering, among other lands, certain lands, a portion of which are more fully described as follows:

Township 48 North - Range 71 West
Section 26: S1/2NW1/4 (Lots 5 & 6), N1/2NW1/4SW1/4 (N1/2 of Lot 10)

containing 100 acres, more or less (hereinafter "Lands"); and

WHEREAS, Assignor desires to transfer, assign and convey to Assignee all of its interest in that portion of the Lease which covers the Lands, reserving an overriding royalty, and Assignee desires to accept such assignment;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and undertakings between the parties, it is hereby agreed as follows:

1. Assignor does hereby grant, transfer, assign and convey to Assignee all of its interest in that part of the Lease which covers the Lands, as previously defined, to have and to hold during the term thereof.

2. Assignee hereby accepts such assignment of that part of the Lease which covers the Lands as of the effective date hereof and agrees to perform all of the covenants which pertain to the assigned lease.

3. Assignee agrees to pay to Assignor the following royalty free and clear of all costs of mining the coal and its preparation for sale or other disposition:

   (a) For all coal reserves produced and sold from the

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Lands prior to January 1, 1994, payment to Assignor Assignee for such royalty shall be calculated at the ra of six cents ($0.06) per ton (2,000 pounds).

(b) For all coal reserves produced and sold from the Lands after December 31, 1993 and prior to January 1, 1995, payment to Assignor by Assignee for such royalty shall be calculated at the rate of six and eight-tenths cents ($0.068) per ton (2,000 pounds).

(c) For all coal reserves produced and sold from the Lands after December 31, 1994 and prior to January 1, 1996, payment to Assignor by Assignee for such royalty shall be calculated at the rate of seven and six-tenths cents ($0.076) per ton (2,000 pounds).

(d) For all coal reserves produced and sold from the Lands after December 31, 1995 and prior to January 1, 1997, payment to Assignor by Assignee for such royalty shall be calculated at the rate of eight and one-half cents ($0.085) per ton (2,000 pounds).

(e) For all recoverable coal reserves not produced from the Lands prior to January 1, 1997, up to and including a stipulated maximum economically recoverable reserve of projected and actual cumulative total production duri the term of this Agreement of eight million six hundr thousand (8,600,000) tons, Assignee shall pay to Assignor an advanced royalty of eight and one-half cents ($0.085) for each unproduced coal ton up to and including only the total stipulated recoverable reserve described in this paragraph, which payment, if any, shall represent the balance in full of royalty owing to Assignor. It is understood that the total stipulated recoverable reserve is an estimated reserve based on current geologic data. The actual reserve of coal mined or in place may be revised only by mutual agreement of the parties based on future coal exploration drilling and site-specific mining conditions. Coal recovery shall be conducted in accordance with an approved Bureau of Land Management Resource Recovery and Protection Plan. Assignee shall provide Assignor data to justify their request of a revised coal reserve.

(f) Royalty payments from Assignee to Assignor shall be made quarterly on or before the 25th day of the calendar month next following the close of the calendar quarter for which payment is due. Each payment except only any payment made according to Section 3(e), shall be accompanied by a statement from Assignee showing the quantity in tons of coal produced and sold from t subject lands during that payment period.

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(g) All payments of such royalties may be made by cash, check or draft mailed or delivered on or before the due date to Assignor at the following address:

Meadowlark Inc.
251 N. Illinois Street
P.O. Box 967
Indianapolis, Indiana 46206-0967

Attention: LeRoy Tidwell

A copy of all payments shall also be sent to Assignor at the following address:

Meadowlark Farms, Inc.
1901 Energy Court
P.O. Box 3005
Gillette, Wyoming 82717-3005

Attention: Steven R. Youngbauer, General Counsel

4. The Assignor for itself, and for its personal representatives, successors and assigns, does hereby covenant and warrant to Assignee that its leasehold is a valid and subsisting one; that it has complied with all terms and conditions of the Lease being assigned hereunder and that it has committed no act or omission to act which could impair in any manner all rights of Assignor's title and interest of the Assignee under said Lease; and that it does assign to the fullest extent permitted or authorized under law or equity all rights, benefits and privileges created by or arising under or which may be asserted under said Lease.

5. By acceptance of assignment of that portion of the Lease, Assignee covenants with Assignor that it will perform all the covenants agreements and conditions which are to be performed by Assignee under the newly created federal coal lease on the Lands, and will indemnify and save Assignor harmless from any and all liability arising out of nonperformance thereof.

6. The covenants, benefits and burdens hereof shall extend to and be binding upon the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

JAN 2000
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Land Quality Div.
Dist III

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ATTEST:

Exxon Coal Resources, USA, Inc.

By _____

Its Attorney-in-Fact

C.K. as Transac Form

ATTEST:

Meadowlark Inc., doing business in Wyoming as Meadowlark Farms, Inc.

By _____

Its Vice President

PARTIAL ASSIGNMENT OUT OF WYW0317682 APPROVED EFFECTIVE NOVEMBER 1, 1992

_____ NOV 0 5 1992

STATE DIRECTOR DATE

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RECD FEB 03,2016

STATE OF WYOMING)
) SS:
COUNTY OF CAMPBELL)

I, Rebecca T. Gustafson, a Notary Public in and for said County and State, do hereby certify that Thomas J. Lien, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of Meadowlark Farms, Inc., appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 8th day of May, 1991.

Rebecca J. Gustafson
Notary Public

My Commission Expires: November 27, 1994

County of Residence: Campbell

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

I, Sue Caple, a Notary Public in and for said County and State, do hereby certify that Allen T. Johnson, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Attorney in Fact, of Exxon Coal Resources USA, Inc., appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 17th day of May, 1991.

Sue Caple
Notary Public

My Commission Expires: January 11, 1995

County of Residence: Harris

SUE CAPLE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 11, 1995

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JAN 2000
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Land Quality Div.
Dist III

TFN 6 2/025
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DEQ 2-055

THIRD AMENDMENT OF EASEMENT, ENCROACHMENT
AND SUBLEASE AGREEMENT

This Third Amendment of Easement, Encroachment and Sublease Agreement (hereinafter called "Amendment No. 3") is made and entered into this 30th day of March, 1993, by and between Exxon Coal USA, Inc., a Delaware corporation, through its division The Carter Mining Company, with an office at 505 South Gillette Avenue, P.O. Box 3007, Gillette, Wyoming 82717-3007 (hereinafter referred to as "Exxon Coal") and Amax Land Company, with an office at 1901 Energy Court, P.O. Box 3005, Gillette, Wyoming 82717-3005 (hereinafter referred to as "Amax").

WITNESSETH:

WHEREAS, Meadowlark Farms, Inc. (hereinafter referred to as "Meadowlark") and the Carter Oil Company (hereinafter referred to as "Carter") entered into an Easement, Encroachment and Sublease Agreement dated December 14, 1976 (hereinafter referred to as the "Easement Agreement"), whereby the parties thereto granted various rights and obligations of easement, encroachment and sublease to each other over certain lands located in Campbell County, Wyoming, as more particularly described therein; and

WHEREAS, Meadowlark and Exxon Coal entered into an Amendment of Easeme Encroachment and Sublease Agreement dated April 13, 1983, pursuant to which Meadowl and Exxon Coal agreed to make certain modifications of Sections 1(a) and (b) of the Easement Agreement; and

WHEREAS, Meadowlark, Exxon Coal and Amax Coal Company entered into a further amended agreement dated May 8, 1991, transferring certain surface rights from Amax Coal Company to Exxon Coal for the purposes of creating a new federal coal lease in favor of Exxon Coal and including same in its Caballo Mine Logical Mining Unit; and

WHEREAS, Exxon Coal has succeeded to all the rights and obligations of Carter and

WHEREAS, Amax has succeeded to all the rights and obligations of Meadowlark; and

WHEREAS, Amax and Exxon Coal further desire to amend the Easement Agreement by transferring from Amax to Exxon Coal all rights and responsibilities relating to certain surface lands, including reclamation responsibilities and changing the bond line and reclamation limit, for that portion of Section 27, Township 48 North, Range 71 West, 6th P.M., Campbell County, Wyoming lying north of Caballo Mine access control fence, as shown on Exhibit "A" (map dated 2/8/93: Amendment No. 3 of Exxon Coal/Meadowlark Easement Agreement), attached hereto and made a part hereof, however, reserving to Amax the continuing right of access to and from those lands reclaimed by Amax in Section 27 lying north of the present Bishop Road right

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of way.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amax agrees to transfer and assign to Exxon Coal, and Exxon Coal hereby accepts from Amax, all rights and responsibilities, including reclamation responsibilities and changing the bond line and reclamation limit, for that portion of Section 27, Township 48 North, Range 71 West, 6th P.M., Campbell County, Wyoming, lying north of the Caballo Mine access control fence, as shown on Exhibit "A" (map dated 2/8/93: Amendment No. 3 of Exxon Coal/Meadowlark Easement Agreement), attached hereto and made a part hereof, subject to the following terms and conditions:

   a. Exxon Coal shall be responsible for constructing a permanent access control fence of a type required to comply with State of Wyoming mine permit regulations and shall take possession and be responsible for all existing fencing in that portion of Section 27, lying north of said Caballo Mine access control fence.

   b. Amax reserves the continuing right of access to and from those lands reclaimed by Amax in Section 27 lying north of the present Bishop Road right of way.

   c. To comply with the requirements of the Wyoming Department of Environmental Quality, Land Quality Division, Exxon Coal shall (i) show the general mining disturbance as set forth on Exhibit "A" as Exxon Coal lands on a map in the Caballo Mine Permit Application under the Wyoming State Surface Mining Program, (ii) include an explanation of the transfer of rights and responsibilities pursuant to this Agreement, and (iii) post appropriate bonds or other assurances as required by the State of Wyoming for the reclamation thereof.

   d. To comply with the requirements of the Wyoming Department of Environmental Quality, Land Quality Division, Amax shall (i) show the general mining disturbances on a map in the Belle Ayr Mine Permit Application under the Wyoming State Surface Mining program, and (ii) include an explanation of the transfer of rights and responsibilities pursuant to this Agreement.

2. The parties hereto further agree that all other terms, provisions and covenants to the Easement Agreement, as amended, shall remain unchanged by this Amendment No. 3 and that the same are in full force and effect.

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RECD FEB 03, 2016

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed, delivered and effective as of the day and year first above written, and ha caused their respective duly authorized representatives to affix their signature below as follows:

WITNESS: Exxon Coal USA, Inc.

By: _____
Attorney in fact

WITNESS: Amax Land Company

By: _____
Vice President

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APPROVED
TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-058

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, SUE CAPLE, a Notary Public in and for said county and state do hereby certify that A. T. Johnson, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Attorney in fact, appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such representative thereof.

Given under my hand and Notarial Seal this 30 day of March, 1993.

Notary Public

My commission expires: Jan 11, 1995

County of Residence: Sue Caple

SUE CAPLE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN. 11, 1995

STATE OF WYOMING)
) SS
COUNTY OF CAMPBELL)

I, Nora Jean Therrien, a Notary Public in and for said county and state do hereby certify that Thomas J. Lien, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President, Amax Land Company, appeared before me this day in person and acknowledged that he, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as his free and voluntary act as such officer thereof.

Given under my hand and Notarial Seal this 29th day of March, 1993.

Notary Public

My commission expires: Oct. 20, 1996

County of Residence: Campbell

NORA JEAN THERRIEN - Notary Public
County of Campbell State of Wyoming
My Commission Expires Oct. 20, 1996

Received
Dept. of Environ. Quality
Sheridan

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RECD FEB 03, 2016

Caballo Mine 433

May 2002

Powder River Coal Company
1013 East Boxelder Road
Caller Box 3034
Gillette, Wyoming 82717-3034
(307) 687-6900

April 29, 2002

Mr. Kurt D. Kost
President
RAG Coal West, Inc.
P. O. Box 3039
Gillette, Wyoming 82717-3039

Subject: Belle Ayr / Caballo Dual Permitted Area Letter of Consent

Reference: Caballo Mine Postmining Topography (PMT) Base Map (Reclamation Plan Addendum F Exhibit 1) Revised April 3, 2002

Dear Mr. Kost:

The WDEQ-Land Quality Division (WDEQ-LQD) requires that the Caballo Mine include a letter of consent from RAG Coal West's Belle Ayr Mine to permit a revised postmining topography. In order to comply with this request, Amax Coal West's approval of the topography in the dual permitted area is needed. The referenced drawing showing the dual permitted area is attached for your approval.

At the request of WDEQ-LQD, this letter with your endorsement will be included in the Surface Ownership Consent section of the Caballo Mine Permit No. 433-T4. Please sign both copies of the letter to show your consent with the proposed postmining topography in the dual permitted area as shown on the referenced map. One copy of the letter and three copies of the drawings are enclosed for your files. If you need more copies of the referenced map or if you have any questions, please contact me at 687-6810. If you concur with the PMT proposal please reply by Friday May 3 and I can arrange for someone to pick up Caballo's copy of the letter.

Sincerely,

Nancy Stovall
Engineering and Environmental Manager

ENDORSED BY:

5-2-02
Kurt Kost
President, RAG Coal West, Inc.

4-30-02
Date

c: Dave Ott, General Manager, Caballo
Vic Garber, Peabody Development Company
Steve Storie, Env. Supervisor, Caballo

Received
Quality

TFN 6 2/025
RECD FEB 03, 2016

RATIFICATION AND AMENDMENT OF AGREEMENT

THIS RATIFICATION AND AMENDMENT OF AGREEMENT (hereinafter referred to as "Ratification"), made and entered into this 9th day of December, 1996 by and between Caballo Coal Company (hereinafter referred to as "Caballo"), a Delaware corporation qualified to transact business in the State of Wyoming with an address of Caller Box 3041, Gillette, Wyoming 82717-3041 and Amax Land Company (hereinafter referred to as "Amax"), a Delaware Corporation qualified to transact business in the State of Wyoming with an address of P.O. Box 3039, Gillette, Wyoming 82717-3039.

WITNESSETH:

WHEREAS, on December 14, 1976 the Carter Oil Company, a Delaware corporation and Meadowlark Farms, Inc., an Indiana corporation entered into a certain Easement, Encroachment and Sublease Agreement (hereinafter referred to as the "1976 Agreement:) with respect to certain real property located in Township 48 North, Range 71 West, Campbell County, Wyoming; and

WHEREAS, the parties to the 1976 Agreement and their successors in interest have amended the 1976 Agreement from time to time; and

WHEREAS, Caballo has acquired all of the interest of the Carter Oil Company and all of the interest of any and all successors in interest or assignees of the Carter Oil Company in and to the 1976 Agreement as amended; and

WHEREAS, Amax has acquired all of the interest of Meadowlark Farms, Inc., and all of the interest of any and all successors in interest or assignees of Meadowlark Farms, Inc. in and to the 1976 Agreement as amended; and

WHEREAS, Caballo and Amax desire now to ratify and amend the 1976 Agreement as amended.

NOW THEREFORE, in consideration of the premises and the mutual undertakings of the parties as set forth hereinafter, Caballo and Amax, intending to legally bind themselves hereby, agree and act as follows:

1. Caballo and Amax ratify and reaffirm all of the rights, obligations, terms and conditions as set forth in the 1976 Agreement as amended and agree that all such rights, obligations, terms and conditions shall insure to the benefit of and be binding upon the parties to this Ratification to the same extent as though the parties to this Ratification had been the original parties to the 1976 Agreement and all previous amendments to the 1976 Agreement.

2. Caballo and Amax amend Section 2. Term, of the 1976 Agreement as amended by deleting the current language of Section 2 in its entirety and replacing it with the following:

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"The term of the Agreement shall commence on December 14, 1976 and shall continue thereafter until Caballo and Amax have both completed the reclamation obligations and responsibilities and obtained reclamation bond release with respect to all of the property covered by this Agreement. The parties shall have the right by Agreement to amend and/or delete certain portions of the property covered by the Agreement from time to time."

3. The parties amend Section 10. Successors and Assigns, of the 1976 Agreement as amended by deleting the current language of Section 10 in its entirety and replacing it with the following:

"This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either of the parties shall have the unrestricted right to assign any of their rights and obligations in and under this Agreement to any party who (a) acquires substantially all of the assets of the assigning party by merger, consolidation or other form of asset acquisition or (b) is owned by the assigning party or any entity that owns all of the common stock of the assigning party. Except as set forth in this Section, neither party shall have the right to assign any of its rights or obligations under the Agreement without the prior written consent of the other party."

4. Amax grants, transfers and assigns to Caballo, and Caballo accepts from Amax all permits, reclamation and bonding responsibilities, including changing the bond line and reclamation for a tract of land in the N1/2SE1/4 of Section 27, Township 48 North, Range 71 West, 6th P.M. Campbell County, Wyoming consisting of approximately 9.6 acres and lying North of the relocated Bishop Road, as identified on Exhibit A, Ratification and Amendment #4 of Amax/Caballo Agreement, attached hereto and made a part hereof, subject to the following terms and conditions:

a) Caballo shall submit the information necessary and as required to explain the transfer of rights and responsibilities pursuant to this Ratification to the Wyoming Department of Environmental Quality, Land Quality Division, and shall post appropriate bond or other assurances as required by the State of Wyoming for the reclamation thereof.

b) Amax shall submit the information necessary and as required to explain the transfer of rights and responsibilities pursuant to this Agreement to the Wyoming Department of Environmental Quality, Land Quality Division.

c) Amax reserves ownership and the continuing right of access to and from the transfer lands set forth on Exhibit A; provided, however, that if Amax's access pursuant to this provision adversely disturbs the reclamation of said transfer lands, Amax shall be responsible for properly restoring the reclamation adversely disturbed to the same condition as existed prior to such disturbance.

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5. Caballo and Amax further amend Parcel A of the 1976 Agreement by adding the following lands:

"The West Half of the West Half (W1/2W1/2) of Section 16; the West Half of the North West Quarter (W1/2NW1/4), the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4), and the West Half of the Southeast Quarter (W1/2SE1/4) of Section 21; and the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4 of Section 28, all located in Township 48 North, Range 71 West, 6th P.M., Campbell County, Wyoming.", as identified on Exhibit B, Ratification and Amendment #4 , attached hereto and made a part hereof.

6. Caballo and Amax further amend Parcel B of the 1976 Agreement by adding the following lands:

"Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 20; and the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 21, all of Township 48 North, Range 71 West, 6th P.M., Campbell County, Wyoming.", as identified on Exhibit B, Ratification and Amendment #4 Amax/Caballo Agreement.

7. The parties hereto further agree that all other terms, provisions and covenants to the 1976 Agreement as amended, shall remain unchanged by the Ratification and that the same are in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Ratification to be executed by their respective, duly authorized representatives as of the date first above written.

Witness:

CABALLO COAL COMPANY

By:
Nickolas R. Kasperik
V.P. Engineering & Operations Services

Witness:

Amax Land Company

By:
Thomas J. Lien
Vice President

JAN 2000
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Land Quality Div.
Dist III

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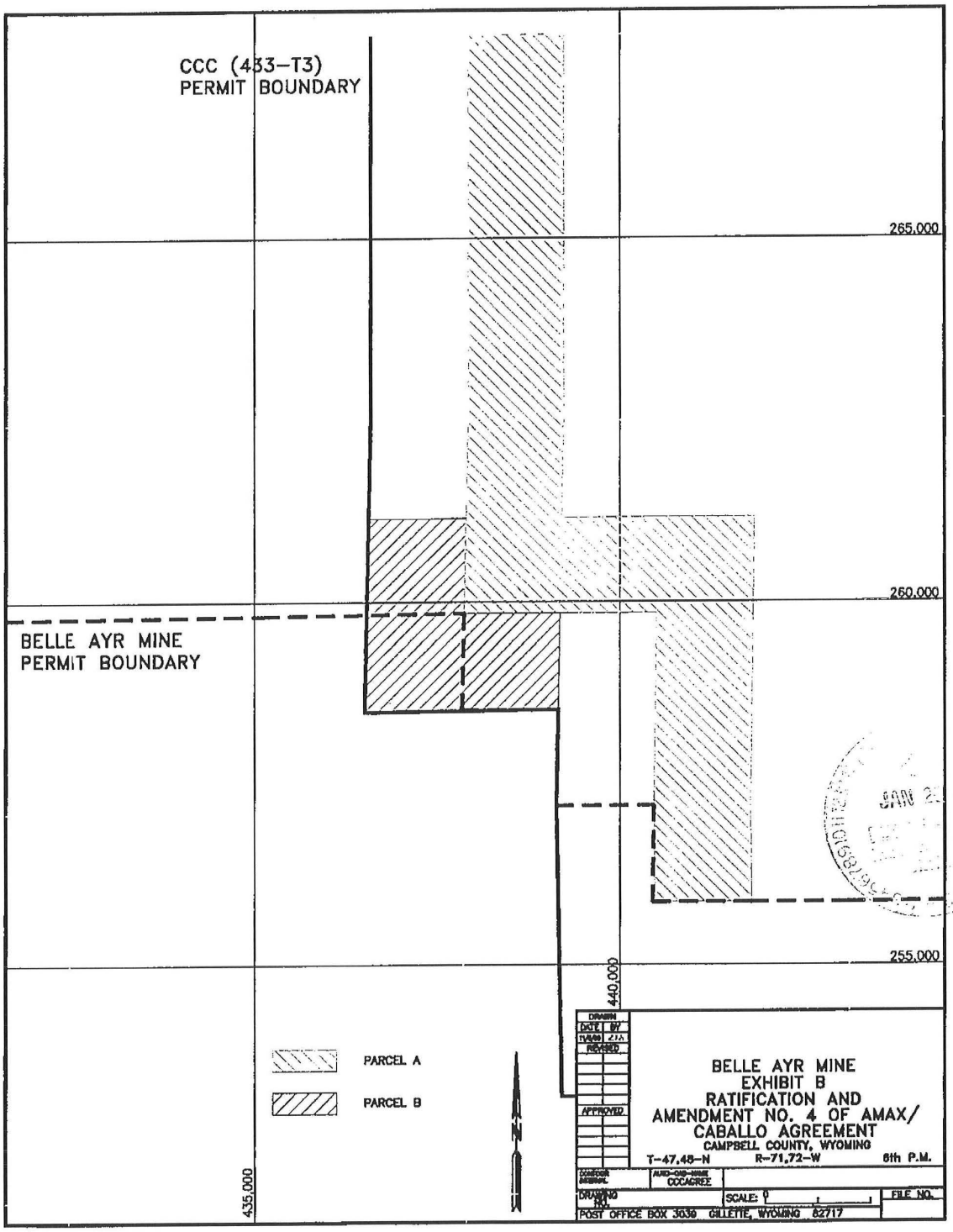

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RATIFICATION AND FIFTH AMENDMENT OF AGREEMENT

This **Ratification and Fifth Amendment of Agreement** (hereinafter referred to as "Amendment 5") is entered into effective April 1, 2002 by and between Caballo Coal Company (hereinafter referred to as "Caballo") with address at 1013 E. Boxelder, P.O. Box 1508, Gillette, Wyoming 82717-1508 and RAG Wyoming Land Company (hereinafter referred to as "RAG") with address at P. O. Box 3039, Gillette, Wyoming 82717-3039.

WHEREAS, on December 14, 1976, the Carter Oil Company, a Delaware corporation and Meadowlark Farms, Inc., an Indiana corporation entered into a certain Easement, Encroachment and Sublease Agreement (hereinafter referred to as "1976 Agreement") with respect to certain real property located in Township 48 North, Range 71 West, Campbell County, Wyoming; and

WHEREAS, the parties to the 1976 Agreement and their successors in interest have amended the 1976 Agreement on four previous occasions; and

WHEREAS, Caballo has acquired all of the interest of the Carter Oil Company and all of the interest of any and all successors in interest or assigns of the Carter Oil Company and RAG has acquired all of the interest of Meadowlark Farms, Inc. and all of the interest of any and all successors in interest or assigns of Meadowlark Farms, Inc. in and to the 1976 Agreement, as amended; and

WHEREAS, Caballo and RAG now desire to ratify and further amend the 1976 Agreement.

NOW THEREFORE, in consideration of the promises, covenants and mutual undertakings of the parties as set forth hereafter, Caballo and RAG, intending to bind themselves hereby, do agree as follows:

1. Caballo and RAG ratify and reaffirm all of the rights, obligations, terms and conditions as set forth in the 1976 Agreement, as amended, and agree that all such rights, obligations, terms and conditions shall inure to the benefit of and be binding upon the parties to this Amendment 5 to the same extent as though the parties to this Amendment 5 had been the original parties to the 1976 Agreement.

2. Caballo and RAG agree to amend that paragraph of the 1976 Agreement entitled "Parcel B," to include certain lands in the SW¼ of Section 21 and the NW¼ of Section 28, Township 48 North, Range 71 West lying north and east of the Bishop County Road as said road exists on the date of this Amendment 5. The lands to be included are more specifically shown on Exhibit "A," attached hereto and by reference made a part hereof, and shall be hereinafter known as the "Amendment 5 lands."

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3. Caballo has submitted to the Wyoming Department of Environmental Quality (hereinafter referred to as "DEQ") an amended permit application providing for reclamation bond coverage over those lands identified as the "Caballo Coal Company Reclamation Transfer 2/10/02" on Exhibit "A," which lands comprise approximately 190 acres. Caballo agrees to continue to pursue such reclamation bond coverage with the DEQ until such coverage is finally approved by the DEQ. RAG will pursue reclamation bond release from the DEQ on those lands identified in yellow on Exhibit A.

4. Caballo and RAG further agree that the "Letter Agreement for Removal of Power Line at the Robb Ranch" between RAG and Caballo, dated February 27, 2002, will be incorporated into this Amendment 5 as Exhibit "B." It is the intent of the parties that the terms and conditions contained in the aforementioned Letter Agreement shall be made a part of this Amendment 5 and that the parties shall be bound thereby.

5. RAG hereby waives the right to a preblast survey as specified in W. S. § 35-11-415(h) and Chapter VI. Section 2 of the DEQ – Land Quality Division rules and regulations for the physical improvements located at the Robb Ranch. RAG further waives the blasting standards contained in Chapter VI, Section 4 of the DEQ – Land Quality Division rules and regulations in regard to the physical improvements located at the Robb Ranch, including the existing water well located at said ranch. RAG shall, upon Caballo's request, provide a letter of no objection or execute any waiver of blasting restrictions or damages as may be required by any cognizant regulatory agency.

6. DATED this 1st day of April, 2002.

RAG WYOMING LAND COMPANY

Kurt Kost, President
RAG Wyoming Land Company
P.O. Box 3039
Gillette, WY 82717

CABALLO COAL COMPANY

Victor E. Garber, Manager Western Lands
Peabody Energy Co.
As Agent for Caballo Coal Company
1013 East Boxelder
Gillette, WY 82717-1508

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"EXHIBIT B"

November 2002

RAG

RAG Wyoming Land Company

February 27, 2002

Mr. Vic Garber
Caballo Coal Company
P.O. Box 1508
Gillette, WY 82717

RE: Letter Agreement for Removal of Power Line at the Robb Ranch

Dear Mr. Garber:

As we discussed in our telephone conversation this morning, it is my understanding that Caballo Coal Company (Caballo) wishes to facilitate their mining operations by removing a power line which extends to certain R.A.G. Wyoming Land Company (RAG) property known as the "Robb Ranch and Grazing Unit."

RAG acknowledges that the ranch house at the Robb Ranch is currently uninhabited and, at this time, we have no plans to lease out that building. However, we do lease the Grazing Unit and the power line does service a water well on that Unit which provides water for our grazing lessee.

The above notwithstanding, in accordance with our conversation this morning, RAG would agree to removal of the existing power line on the following terms:

- RAG agrees that Caballo may remove only that existing power line which services the ranch house and water well located on property owned by RAG known as the "Robb Ranch and Grazing Unit."
- Caballo agrees that by May 15th, 2002 they will provide an alternate source of water or power to the Robb Ranch and Grazing Unit. Any water provided through an alternate source will be similar to the existing water in quality and quantity. Caballo further agrees that they will pay, and be solely responsible for, all development and construction of the alternate water or power source.
- RAG agrees that they will pay the operating and maintenance costs of the alternate water or power source after construction so long as the operating and maintenance costs are not significantly different than the same costs for the current water well.

If the above conditions comport with your understanding of our agreement, please have an authorized person from your company sign both letter agreements, keep one for your files and return one signed original to me at the above address for our files. If you have any questions, please call me at (307) 687-3420.

WYOMING LAND COMPANY

By: Steven R. Laird
STEVEN R. LAIRD

Title: Manager, Wyoming Land Company

CABALLO COAL COMPANY

By: [illegible]

Title: President

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P.O. Box 3039, Gillette, WY 82717-3039 Phone: (307) 687-3240 Fax: (307) 687-3480

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DEQ 2-067

Charles T. Rourke, II and Annette Rourke
Corporate Special Warranty Deed
Executive Summary

Provides for conveyance of right, title and interest in and to the surface only of listed lands, with specific reservation in support of surface coal mining operations.

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CORPORATE SPECIAL WARRANTY DEED

For and in consideration of ten dollars and other good and valuable consideration in hand paid, the adequacy of which is hereby acknowledged, **Caballo Coal Company**, a Delaware corporation, with address at P. O. Box 1508, Gillette, Wyoming 82717-1508, as **Grantor**, hereby conveys and warrants against claims arising by, through, or under it, but not otherwise, all of its right, title and interest in and to the surface only of the following described lands situated in Campbell County, Wyoming:

T48N, R70W, 6TH P.M.

Section 6: Lots 1 and 2, S½NE¼

T49N, R70W, 6TH P.M.

Section 29: W½NW¼
30: Lots 1, 2, 3 4, NE¼, E½NW¼, E½SW¼, W½SE¼
31: Lots 1, 2, ~~W½NW¼~~ E½NW¼, NE¼, SE¼

T49N, R71W, 6TH P.M.

Section 25: S½S¼, NE¼SE¼
26: S½S¼
27: S½SE¼
35: N½N½, EXCEPTING THEREFROM a tract of land in the NW¼NW¼ described as: Beginning at a point which bears S. 79°10' W., 4237.8 feet from the northeast corner of Section 35, T49N, R71W, 6th P.M., said section corner being marked by the intersection of the centerline of a north-south county road and an east-west fence line, which is an accepted section corner of long standing, thence due south 400 feet to the southeast corner of said tract, thence due west 400 feet to the southwest corner of said tract, thence due north 400 feet to the northwest corner of said tract, thence due east 400 feet to the point of beginning.

containing 1872.87 acres.

RVG/ASC 12-14-00
CTR 12-14-00
AR 12/14/00

to **Charles T. Rourke, II** and **Annette Rourke**, husband and wife, as Trustees of the Charles T. Rourke, II Revocable Trust Agreement dated June 17, 1992 and as Trustees of the Annette Rourke Revocable Trust Agreement dated June 17, 1992, with address at 116-A Four Corners Road, Gillette, Wyoming 82716 as **Grantees**, together with all improvements situated thereon or appurtenant thereto, and subject to prior reservations, restrictions, covenants, liens, encumbrances, easements and other matters of record.

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ATTACHMENT NUMBER 2

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RESERVING UNTO GRANTOR:

1. All oil, gas, coal or other minerals and mineral rights now owned by Grantor, together with all rights necessary or convenient for the purpose of exploring for, drilling, mining and producing such minerals. Also reserving unto Grantor a surface use fee equal to two percent (2%) of the gross realization paid for all coal, surface, underground or in-situ mined from beneath and sold from the lands being conveyed from Grantor to Grantees under this Corporate Special Warranty Deed.

2. The right of reasonable ingress and egress, without charge, to all of those monitoring wells identified on Exhibit "A" attached hereto and by this reference made a part of this Corporate Special Warranty Deed. At such time as Grantor determines that it no longer requires any of the monitoring wells identified on Exhibit "A" for its mining activities at its Caballo coal mine, Grantor shall so notify Grantees in writing. Grantees shall have thirty (30) calendar days after receipt of said written notice to notify Grantor of Grantees' desire to acquire title to a particular well. If Grantees express their desire to acquire any particular well, Grantor shall assign all of its right, title, interest and duties in such well to Grantees at no cost and both parties shall file all governmental forms necessary to accomplish such transfer of interest. If Grantees do not express their interest in obtaining title to any particular well, Grantor shall promptly plug and abandon such well or wells in accordance with all governmental requirements and, thereafter, Grantor will no longer have any right to access any well so abandoned.

Restrictions constituting restrictive covenants running with the land, as follows:

1. Grantee agrees not to transfer any interest in the subject lands to any party not a member of Grantees' immediate family; not to construct thereon any new or additional residences; and not to subdivide, for any purpose, any of the lands being transferred hereunder without the express written consent of Grantor.

2. Grantee shall cooperate with Grantor to develop and implement an acceptable wildlife management plan on the lands being transferred hereunder that will limit the population of large game on such lands so as to protect forage and shrubs on Grantor's property at the Caballo Mine which is subject to reclamation activities.

3. Further, Grantee shall cooperate with Grantor, to the maximum extent permitted by law, including the granting of all consents necessary or convenient for Grantor to conduct coal mining related activities, but not actual

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coal removal, on any of those lands being conveyed hereunder. Such coal mining related activities shall include use of the surface being transferred hereunder for surface and ground water monitoring, as well as air monitoring.

4. Further, Grantee shall cooperate with Grantor, to the maximum extent permitted by law, including the granting of all consents necessary or convenient for Grantor to continue all activities associated with Grantor's coal mining operations at its Caballo Coal Mine including blasting and the release of any potential emissions associated with blasting.

The invalidity or unenforceability of any provision of this Corporate Special Warranty Deed shall not affect the validity or enforceability of any other provision.

At such time as Grantor determines, in its sole discretion, that any or all of the reservations or restrictions identified above, with the exception of the reservation of the surface use fee, are no longer convenient or needed to protect the coal mining or related activities of Grantor, Grantor shall execute and file a release of such reservations or restrictions upon the request of and without cost to Grantee.

IN WITNESS WHEREOF, Grantor and Grantees have executed this Corporate Special Warranty Deed this 14th day of December 2000.

CABALLO COAL COMPANY

Clifford A. Knesel, Vice President

Charles T. Rourke, II as Trustee of the Charles T. Rourke, II Revocable Trust Agreement dated June 17, 1992, and as Trustee of the Annette Rourke Revocable Trust Agreement dated June 17, 1992.

Annette Rourke as Trustee of the Charles T. Rourke, II Revocable Trust Agreement dated June 17, 1992, and as Trustee of the Annette Rourke Revocable Trust Agreement dated June 17, 1992.

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Corporate Special Warranty Deed
Caballo Coal Company to Charles T. Rourke, II and Annette Rourke
Page 4 of 5

STATE OF WYOMING)
) S.S.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Clifford A. Knesel, vice president of Caballo Coal Company, this 14th day of December 2000.

Witness my hand and official seal.

VICTOR E. GARBER - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires February 7, 2004

Victor E. Garber
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) S.S.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this ___ day of December, 2000, by Charles T. Rourke, II as Trustee of, the Charles T. Rourke, II Revocable Trust Agreement dated June 17, 1992, and as Trustee of the Annette Rourke Revocable Trust Agreement dated June 17, 1992

Witness my hand and official seal.

VICTOR E. GARBER - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires February 7, 2004

Victor E. Garber
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) S.S.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this ___ day of December 2000, by Annette Rourke as Trustee of the Charles T. Rourke, II Revocable Trust Agreement dated June 17, 1992, and as Trustee of the Annette Rourke Revocable Trust Agreement dated June 17, 1992.

Witness my hand and official seal.

VICTOR E. GARBER - NOTARY PUBLIC
County of Converse State of Wyoming
My Commission Expires February 7, 2004

Victor E. Garber
NOTARY PUBLIC

My Commission expires:

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Corporate Special Warranty Deed
Caballo Coal Company to Charles T. Rourke, II and Annette Rourke
Page 5 of 5

EXHIBIT "A"

MONITORING WELL NUMBERS

NC-0139-C
NC-0139-O
NC-0027-O
NC-0028-UC
NC-0138-C
NC-0072-A
NC-0073-A
NC0074-A
NC-0182-U
NC-0181-C
NC-0182-U
NC-0076-A
NC-0175-A
NC-0077-A
NC-0177-A
NC-0179-A
NC-0180-A
NC-0178-A
NC-0078-A

The exact legal locations of the above-identified monitor wells are identified in the mine permit files for the Caballo Coal Mine as filed with the Land Quality Division of the Wyoming Department of Environmental Quality, Herschler Building, Cheyenne, Wyoming.

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Horizon Coal Services
Assignment, Conveyance and Bill of Sale
Executive Summary

It should be noted that all rights **relevant** to surface owner consent as required by Federal, State and local statute, **and** pertinent to the Caballo Mine Permit are contained within that **certain** conveyance document dated December 17, 1997, being entitled Assignment, Conveyance and Bill of Sale between Horizon Coal Services, Inc. and Caballo Coal company. **The aforementioned conveyance document was recorded in the records of Campbell County, Wyoming at Book 1459 of Photos, Pages 155-184.** The rights addressing surface owner consent are more specifically set forth in Schedule A – Subpart D. 1. (Surface Leasehold Interest).

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LEASE OF SURFACE FOR COAL MINING, OVERSTRIP, AND REALIGNMENT AGREEMENT

THIS LEASE OF SURFACE FOR COAL MINING, OVERSTRIP, AND REALIGNMENT AGREEMENT (the "Lease"), is entered into effective the 1st day of September, 2012, by and between BTU Western Resources, Inc. ("Lessee"), a Delaware corporation, authorized to conduct business in the State of Wyoming, whose address is 1013 East Boxelder, Gillette, Wyoming 82718, and with a mailing address of P.O. Box 1508, Gillette, Wyoming 82717, and Alpha Wyoming Land Company, LLC ("Lessor"), a Delaware limited liability company, authorized to conduct business in the State of Wyoming, whose mailing address is P.O. Box 3039, Gillette, Wyoming 82717. The Lessor and Lessee may individually be referred to as a "Party," and collectively as the "Parties."

IT IS AGREED:

ARTICLE 1
INTENT OF THIS LEASE

1.1 **Surface Use and Overstrip.** Lessor owns part of the surface estate (the "Leased Premises", as such term is more fully defined below) overlying certain Federal coal in the Caballo West Federal Coal Lease, Lease No. WYW 172657 (the "Caballo West Lease"). Lessee will hold the Caballo West Lease as lessee thereunder upon consummation of a Lease Exchange Agreement with Lessor, subject to approval by the United States Department of Interior, Bureau of Land Management ("BLM"), of the transfer by assignment of the Caballo West Lease from Lessor to Lessee, and Lessee desires to secure the right to use the surface estate of the Leased Premises to facilitate its anticipated coal mining operations, including operations associated with mining coal from the Caballo West Lease. In addition, the southern boundary of the Leased Premises is also a "Common Boundary Line" (as such term is more fully defined below) between a portion of the Caballo West Lease area and other Lessor-owned real property, including surface which overlies the Belle Ayr North Coal Lease, Lease No. WYW161248 (the "Belle Ayr North Lease"), which Lessor will hold as lessee thereunder upon consummation of the Lease Exchange Agreement, subject to BLM approval of the transfer by assignment of the Belle Ayr North Lease from Lessee to Lessor. Lessee will be required to "Overstrip" (as defined below) into Lessor-owned lands which do not lie within the boundaries of the Leased Premises, but which must be accessed for the efficient mining of coal from portions of the Caballo West Lease (the "Caballo Overstrip Lands", as such term is more fully defined below). As such, Lessee desires to secure Overstrip rights on the Caballo Overstrip Lands. It is therefore the intent of this Lease and of the Parties that the Lessee secure certain rights, licenses and easements in, and to, the Leased Premises and the Caballo Overstrip Lands for the purposes stated in this Lease. It is also the intent of the Parties in entering into this Lease to agree upon certain reciprocal provisions governing the maximum recovery of coal by each of them from reserves along the Common Boundary Line.

1.2 **Bishop Road Realignment.** Lessor and Lessee both require the existing public road known as Bishop Road to be realigned to avoid conflicts with Lessor's and Lessee's

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respective future mining operations. The Parties intend this Lease to allocate the Parties' respective rights and obligations for constructing the "Realignment" (as defined below).

ARTICLE 2
DEFINITIONS

2.1 **Bishop Road.** The road labeled "Bishop Road" on **Exhibit A.**

2.2 **Caballo Overstrip Lands.** The surface estate owned by Lessor which shall constitute the "Caballo Overstrip Lands" as such term is used herein and is necessary to efficiently mine the Caballo West Lease coal reserves for maximum resource recovery is more specifically described as follows:

Overstrip Lands - Township 48 North, Range 71 West, 6th P.M.
Section 17: S/2SW/4
Section 18: S/2SE/4, SE/4SW/4
Section 19: N/2NE/4
Section 20: NW/4, SW/4NE/4, SE/4, N/2SW/4, SE/4SW/4
Section 21: S/2SW/4
Section 28: N/2NW/4
Section 29: N/2NE/4

2.3 **Common Boundary Line.** The term "Common Boundary Line" as used herein means and refers to the property line between the Leased Premises and other Lessor-owned real property overlying the Belle Ayr North Lease area, as more specifically shown on **Exhibit A,** which is hereby incorporated by reference and made a part of this Lease.

2.4 **Lands Affected by Mining (LAM).** The term "Lands Affected by Mining" or "LAM" is defined in Section 4.2, below.

2.5 **Leased Premises.** The surface estate owned by Lessor and overlying the Caballo West Lease area which shall constitute the "Leased Premises" as such term is used herein, consisting of approximately 777.39 acres, is more specifically described as:

Leased Premises - Township 48 North, Range 71 West, 6th P.M.
Section 17: N/2, N/2S/2, S/2SE/4
Section 20: N/2NE/4, SE/4NE/4
Section 21: N/2SW/4

2.6 **Overstrip.** The term "Overstrip" as such term is used herein shall mean and refer to the removal of overburden from, and the laying back of mining benches into, the adjacent property of either Party to this Lease (including Lessor's use of surface property leased to Lessee hereunder) to facilitate the efficient removal of coal resources, which includes, but is not limited to, removal and temporary placement and storage of topsoil and overburden, installation of haul roads, fences, gates, and other pertinent operational requirements. The term Overstrip shall also include incidental activities necessary in order to conduct overstripping including without

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limitation surveying, geological exploration and other incidental activities necessary to comply with environmental requirements and permit conditions.

2.7 **Realignment.** The term "Realignment" as used herein means and refers to the proposed relocated road labeled "Bishop Road Proposed Alignment" as depicted on **Exhibit B.**

2.8 **Ton.** A "Ton" is herein defined as 2,000 lbs of coal, avoirdupois.

ARTICLE 3
TERM AND GRANT OF RIGHTS

3.1 **Term of Lease.** The term of this Lease shall start at 12:00 midnight on the date first above written and shall continue for a period of twenty (20) years therefrom (the "Initial Term") and for so long thereafter as any of the mining or other operations described and permitted herein are being conducted or are required to be conducted in, on, or under the Leased Premises or Caballo Overstrip Lands by Lessee, its successors or assigns (the Initial Term and any subsequent extended term are the "Term"), including until Lessee or Lessor has performed all obligations under Section 4.3.

3.2 **Grant of Right.** Lessor hereby grants to Lessee, subject to the provisions of this Lease, the right, license, and easement to encroach upon, into, over and under the Leased Premises and the Caballo Overstrip Lands for coal mining purposes pursuant to the terms of this Lease.

(a) **Rights to Use the Leased Premises.** Lessee shall be entitled to use as much of the surface of the Leased Premises as is reasonable and necessary for Lessee to conduct mining operations thereon in connection with the extraction of coal from the Caballo West Lease or any other coal owned or leased by Lessee or an affiliate of Lessee on the effective date of this Lease, including the rights to prospect for, extract, remove and market coal within, under, and from the Leased Premises, and to conduct thereon such operations as may be necessary or convenient in connection with the surveying, prospecting for, exploring for, stockpiling, storing, storing for transportation, transporting, removing, developing, blasting and mining by underground, open pit, strip mining, or other surface mining methods, coal within, under and from the Leased Premises, together with the right to construct, maintain, drill for, blast for, and use upon, within and over said property, any facility deemed necessary by Lessee including, but not limited to, machinery, tools, engines, pipe, power and communication lines, roadways, water wells, camp facilities, haulage ways, tailings ponds, shafts, tunnels, inclines, adits, drifts, pits, solid waste disposal pits, pipelines, ditches, drains, gates, fences, shops, yards, poles, conveyor systems, rails, tramways, water pipes, conveyor belts, mine buildings conduits, and any and all other equipment, structures, or facilities now or yet to be developed (all of the above being included within the term "facilities"), together with the right to remove said facilities and the right to use such water as may be needed from the Leased Premises, *provided, however*, that Lessor retains the right to enter and use said Leased Premises and facilities for environmental and regulatory permitting, for the installation of access roads, dewatering wells, pipelines, powerlines, and, subject to the rights and limitations set forth in this Lease, for Overstrip from its own adjacent coal mining operations, and further providing that Lessee shall have no right to

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divert, pump, or drain water onto Lessor-owned property without the prior written consent of Lessor.

(b) **Common Boundary Line Issues.** Lessee and Lessor acknowledge that (i) the efficient removal of coal resources from the Leased Premises will require Lessee to Overstrip onto and into the Caballo Overstrip Lands along the Common Boundary Line and (ii) the efficient removal of coal resources from the Belle Ayr North Lease area will require Lessor to Overstrip onto and into the Leased Premises along the Common Boundary Line. Lessor hereby grants to Lessee the right, license, and easement to encroach upon, into, over and under the Caballo Overstrip Lands for Overstrip purposes in connection with the extraction of coal from the Caballo West Lease or any other coal owned or leased by Lessee or an affiliate of Lessee on the effective date of this Lease; provided, however, that this grant of rights is expressly limited to the terms and conditions set out in this Lease. Either Party may utilize the lands respectively owned or leased and controlled by the other Party which are adjacent to the Common Boundary Line as are deemed by the encroaching Party to be reasonably necessary, without liability for damage to the surface estate of such other Party, in order that each Party hereto shall have the ability to mine and remove all coal owned, leased or otherwise controlled by such Party to the Common Boundary Line. Lessor and Lessee each hereby waives its respective right to subjacent and lateral support to the surface estates owned or leased and controlled by it adjacent to the Common Boundary Line. The rights of reciprocal encroachment hereby granted by the Parties hereto shall include the rights to strip, disturb and remove the other Party's overburden as is deemed reasonably necessary by the encroaching Party in order to permit maximum recovery of all coal owned, leased or otherwise controlled by such Party from and to the Common Boundary Line.

(c) **Reservation of Rights by Lessor.** Notwithstanding the grant of rights in this Lease, Lessor, on its own behalf and on behalf of its affiliates, subsidiaries, and parent corporation, expressly reserves the right to access and utilize so much of the surface of the Leased Premises and the Caballo Overstrip Lands which in Lessor's sole opinion is necessary or convenient to allow it to efficiently conduct its own mining operations and to meet environmental needs, including specifically to maximize recovery of coal from the reserves leased to Lessor under the Belle Ayr North Lease. These reserved rights include, but are not limited to, the right of the Belle Ayr Mine operator or its successor-in-interest to conduct mining and related operations on and to Overstrip onto and into the Leased Premises and the Caballo Overstrip Lands, to extend mine permitting boundaries thereon, to strip topsoil therefrom, to place environmental monitoring equipment thereon, to access said premises for environmental studies and assessments, and such other uses as may be reasonable and necessary for Lessor's or its affiliate's mining and reclamation requirements.

(d) **Rights of Record.** Lessor's grant of surface rights to Lessee to mine Federal coal lying beneath the Leased Premises and to Overstrip onto the Caballo Overstrip Lands is expressly subject to all rights of record, including patent reservations, easements, rights-of-way, mineral reservations and conveyances, and oil, gas, coalbed methane gas, and mineral leases; and further subject to Lessee obtaining all necessary and appropriate government permits and Lessee conducting all operations and activities thereon in accordance with all applicable legal and regulatory limitations and requirements.

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3.3 **Consideration.**

(a) **Surface Use Fee.** Lessee shall pay to Lessor a Surface Use Fee of $25,000.00 per year for the leasehold interest granted hereunder and the use of the Leased Premises and the Caballo Overstrip Lands, such amount being herein referred to as "Surface Use Fee," except that no Surface Use Fee shall be due if the Term is continuing solely as a result of Lessor's obligations under Section 4.3. Surface Use Fee payments shall be payable on or before the 30th day of January in the first year following Lessor's transfer by assignment of the Caballo West Lease to Lessee, and shall continue to be paid on or before said date each year until (i) the Leased Premises has been mined and reclaimed by Lessee and turned back to the Lessor for Lessor's use and (ii) the Caballo Overstrip Lands are no longer being used by Lessee and Lessee has reclaimed any such areas previously used by it hereunder. If the Initial Term of this Lease is extended prior to the Leased Premises being turned back to Lessor, then the Parties shall renegotiate the Surface Use Fee on the basis of the fair market value of the Leased Premises. If the Parties cannot agree on an applicable fair market value, then they shall submit the issue to a mutually acceptable arbitrator for resolution, whose decision will be final and binding on all Parties.

(b) **Default in Payment.** In the event of default by Lessee in payment of Surface Use Fees, or compliance with any of the terms and conditions of this Lease to be performed by Lessee, or if Lessee shall be adjudicated bankrupt, insolvent or placed in receivership, and if such default shall continue for a period of thirty (30) calendar days after Lessee receives written notice thereof from Lessor, Lessor shall have the right at its option to terminate this Lease or to keep this Lease in full force and effect and pursue any or all of the various legal and equitable remedies available to it to recover any such Fees and damages due hereunder, together with interest thereon at the rate of ten percent (10%) per annum, and to enforce any of the terms and conditions of this Lease to be performed by Lessee, plus recovery from Lessee of reasonable attorneys' fees and costs incurred by Lessor in connection therewith.

3.4 **Ownership of Less than Full Interest.** If Lessor owns an interest in all or any portion of the Leased Premises less than that which it purports to lease under this Lease, the Surface Use Fees shall be paid to Lessor only in that proportion that Lessor's actual interest in the Leased Premises bears to that which it purports to lease under this Lease. In the event Lessor owns less than that which it purports to lease under this Lease, Lessee shall join Lessor in any partition or other suit deemed advisable by Lessor to accomplish the intent and purpose of this Lease.

3.5 **Suspension of Mining Operations.** Lessor hereby agrees that the suspension of mining operations by Lessee during the Initial Term shall be without prejudice to Lessee's right to resume operations and to the continued operation and use of the Leased Premises or the Caballo Overstrip Lands in connection with its mining operations as permitted hereunder. If such operations are so suspended, Lessee shall provide an explanation thereof, together with related maps, if any, to Lessor, and Lessee shall inform Lessor when such operations are anticipated to resume and when they have actually resumed.

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ARTICLE 4
POSSESSION, OBLIGATIONS AND AGREEMENTS

4.1 **Possession and Use of the Leased Premises and the Caballo Overstrip Lands.** Lessor shall have the right to use and occupy all portions of the Leased Premises and the Caballo Overstrip Lands until Lessee is entitled to possession thereof pursuant to the provisions of this Article 4. Except as otherwise provided herein, whenever Lessee determines that it requires possession or use of some or all of the Leased Premises or the Caballo Overstrip Lands for its operations, Lessee shall notify Lessor by giving Lessor at least one year's prior written notice thereof (each such notice hereinafter being referred to as a "Lessee's Notice to Possess"). In each Lessee's Notice to Possess, Lessee shall specify the portion of the Leased Premises or the Caballo Overstrip Lands that it so requires and the date it requires such possession. Upon receipt of such notification, Lessor's and its tenant's rights to farm and/or conduct ranching operations, or otherwise occupy or use the Leased Premises or the Caballo Overstrip Lands shall terminate as of the date specified in such notice (which date shall not be earlier than one year subsequent to the date of such notice), except as otherwise stated below with respect to the Caballo Overstrip Lands. For the Leased Premises, Lessor covenants and agrees to obtain and yield possession of the Leased Premises, or the portion thereof designated in such notice, no later than the date specified therein (which date shall not be earlier than one year subsequent to the date of such notice). For the Caballo Overstrip Lands, the Parties agree to work together in good faith to ensure that mining along the Common Boundary Line proceeds in a manner that is mutually beneficial for, and agreeable to, both Parties. In the event the date specified in Lessee's Notice to Possess occurs at a time when there are existing leasehold interests and rights on such designated portion, Lessee shall reimburse Lessor for all damages sustained by Lessor arising out of the termination of such leaseholds; provided, however, that the payment of any such damages, whether determined by agreement or otherwise, shall not be a condition precedent to the right of Lessee to immediate possession on the date specified in Lessee's Notice to Possess. If the first Lessee's Notice to Possess designates only a portion of the Leased Premises or Caballo Overstrip Lands, then Lessee shall follow the same procedure outlined above in making any subsequent designation of a portion of the Leased Premises or Caballo Overstrip Lands it seeks to possess, and the Parties shall be subject to the same rights, obligations and limitations as set forth herein.

4.2 **Fencing.** After Lessee has sent a Lessee's Notice to Possess and obtained possession or use of the Leased Premises and/or the Caballo Overstrip Lands, or any portion thereof (any such areas hereinafter may be referred to as the "Lands Affected by Mining" or "LAM"), Lessee agrees to construct and maintain fencing around those LAM areas utilized by Lessee for mining purposes. Prior to constructing said fencing, Lessee agrees to consult with Lessor's management personnel so as to locate the fencing in a position that will provide access to the LAM for mining and mining related activities for both Parties. From time to time, or at Lessor's request, Lessee will change the location of the fencing to facilitate continued access for mining related activities. The fencing referenced herein shall be required on the LAM until such time as Lessee has reclaimed and restored those lands as required by applicable laws, rules and regulations, or until Lessor requests removal thereof, or until Lessor assumes responsibility therefor, whichever event occurs first.

4.3 **Overburden Deposited on the Lands Affected by Mining.** In the event either Lessee or Lessor deposits any overburden on surface overlying the coal estates lying in or under

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the Lands Affected by Mining described herein, and the depositor has not removed such overburden at least one (1) year in advance of the date the other Party is ready to mine at the location of the overburden, or the depositor has not removed such overburden by the date this Lease terminates, pursuant to any provision hereof, then, in either event, depositor shall have one (1) year after notification from the other Party, in which to remove such overburden; and provided, further, that if the depositor fails to comply with its obligations under this sentence, then the other Party hereto shall thereafter have the right to remove such overburden to the closest other lands whose surface is owned or controlled by such depositor at such depositor's expense. The Parties further agree to communicate regularly with regard to their individual plans for disturbance and overburden removal/deposition in order to avoid potential conflicts. The obligations of the Parties under this Section 4.3 shall survive the termination of this Lease.

4.4 **Accounts, Records, Surveys and Maps.** Lessee agrees to keep accurate accounts, records, surveys and maps of all mining operations conducted upon, and coal produced from the Leased Premises and the Caballo Overstrip Lands, and Lessee shall permit Lessor or its agent at all reasonable times and upon reasonable notice to examine such accounts, records, surveys and maps, as and to the extent that such review may be necessary and appropriate in connection with this Lease. Lessee shall furnish Lessor at least once each year during the Term an up-to-date map showing Lessee's mining operations upon and under the Leased Premises and the Caballo Overstrip Lands, and also showing Lessee's intended mining operations during the forthcoming one-year period.

4.5 **Disclaimer of Warranty. LESSOR NEITHER EXPRESSLY NOR IMPLICITLY WARRANTS THAT THE LEASED PREMISES OR THE CABALLO OVERSTRIP LANDS ARE FIT FOR ANY PURPOSE AND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE LEASED PREMISES OR THE CABALLO OVERSTRIP LANDS EXCEPT AS OTHERWISE PROVIDED HEREIN.** Lessor warrants that Lessee will have the real property rights, as provided within this Lease, to utilize the Leased Premises and to Overstrip on the Caballo Overstrip Lands, except to the extent Lessee's right to do so is expressly limited in this Lease.

4.6 **Assignment by Lessor or Lessee.** Lessor may assign its rights under this Lease without the prior written consent of the Lessee. Lessee shall not assign this Lease, or any rights granted herein to the Lessee, or sublease the Leased Premises or the Caballo Overstrip Lands, or any part thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld; excepting that Lessee may assign or sublease its rights under the Lease to a subsidiary or affiliate of Lessee without the consent of Lessor.

4.7 **Bishop Road Realignment.**

(a) **Responsibility for construction.** Lessor agrees to assume all responsibility for constructing the Realignment, obtaining all necessary governmental approvals for construction of the Realignment, and undertaking all other activities necessary to complete the Realignment as shown on **Exhibit B.** The Realignment shall be constructed in a manner consistent with standard Powder River Basin coal industry practices relating to the relocation of roads and highways and shall satisfy all State of Wyoming, Campbell County, and other governmental requirements for road construction. Lessee shall cooperate with and assist Lessor

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in all reasonable respects in connection with obtaining all necessary governmental approvals for construction of the Realignment.

(b) **Costs.** Lessee shall be responsible for forty percent (40%) of the actual and necessary out-of-pocket costs to construct the Realignment as shown on **Exhibit B**, provided that Lessee's financial responsibility in this regard shall not exceed three million dollars ($3,000,000). Upon completion of the Realignment by Lessor, Lessor shall be entitled to reimbursement from Lessee in the aforesaid amount within thirty (30) calendar days of providing Lessee with reasonable documentation of said costs.

(c) **Timing.** The Realignment must be complete and available for use no later than June 30, 2018. If the Realignment is not complete by June 30, 2018 or such later date as Lessor may request and to which Lessee consents, which consent shall not be unreasonably withheld (consent shall be deemed reasonably withheld by Lessee if Lessee determines that the later date would conflict with its mine plan), conditioned or delayed, then Lessee shall additionally have the right to complete a realignment of Bishop Road based on either the Realignment route shown on **Exhibit B** or any alternative route Lessee proposes and which is approved by Lessor (although any alternative route located to the north of the boundary of the contiguous quarter sections north of the Common Boundary between the Leased Premises and the Belle Ayr North Lease, as shown on the map attached hereto as **Exhibit A**, will not require Lessor's approval), which approval shall not be unreasonably withheld, conditioned or delayed. If Lessee assumes responsibility for construction of the Realignment or a realignment using an alternative route, then Lessor shall be responsible for 60% of the actual and necessary out-of-pocket costs incurred by Lessee necessary to complete such realignment. Upon completion of such realignment by Lessee, Lessee shall be entitled to reimbursement from Lessor in the aforesaid amount within thirty (30) calendar days of providing Lessor with reasonable documentation of said costs. If Lessee exercises its right hereunder to complete a realignment of Bishop Road, Lessee agrees to assume all responsibility for constructing the realignment, obtaining all necessary governmental approvals for construction of the realignment, and undertaking all other activities necessary to complete the realignment. The realignment shall be constructed in a manner consistent with standard Powder River Basin coal industry practices relating to the relocation of roads and highways and shall satisfy all State of Wyoming, Campbell County, and other governmental requirements for road construction. In such circumstance, Lessor shall cooperate with and assist Lessee in all reasonable respects in connection with obtaining all necessary governmental approvals for construction of the realignment.

ARTICLE 5
STANDARD TERMS AND CONDITIONS

5.1 **Taxes and Assessments.** Lessor agrees that it shall timely pay all taxes and assessments levied against the Leased Premises; provided, however, that if Lessor shall fail to make any such payments timely, Lessee shall have the right to pay any such taxes and assessments and offset any such payments against any subsequent payments due to Lessor hereunder. Lessee agrees that it shall pay, when due, all taxes and assessments levied upon improvements placed upon the Leased Premises by Lessee, and on all coal produced from the Leased Premises. If Lessee fails to pay taxes and assessments when due, Lessor shall have the

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right to pay any such taxes and assessments and charge Lessee for said payments. Furthermore, Lessor reserves all the legal rights available to Lessor to collect any payments made by Lessor to any entity on behalf of Lessee.

5.2 **Warranty of Title.** Lessor represents and warrants to Lessee that Lessor is the owner of the surface of the Leased Premises, that Lessor has the full and exclusive right and power to lease the surface of the Leased Premises to Lessee under the terms and provisions of this Lease, and that Lessor has the power to grant overstrip rights to Lessee on the Caballo Overstrip Lands. Lessor agrees to defend the title to the Leased Premises and the Caballo Overstrip Lands, and to the rights granted to Lessee if so challenged. In the event Lessor is either unable or unwilling to defend the title to the Leased Premises or the Caballo Overstrip Lands and to the rights granted to Lessee herein, then Lessee, at its sole option, may defend the title to the Leased Premises and Caballo Overstrip Lands and to the rights granted Lessee herein, and thereafter deduct the cost of such defense from the payments required under this Lease.

The foregoing notwithstanding, Lessor herein states, and Lessee hereby acknowledges, that Lessor does not own the coal, oil, gas, coalbed methane gas, or other mineral rights under the Leased Premises, and that the Leased Premises, along with the Caballo Overstrip Lands, may be subject to existing mineral leases, easements, rights-of-way, and other land uses and rights. Lessor makes no warranties, express or implied, with respect to those rights.

The foregoing notwithstanding, Lessee's rights to the Leased Premises and the Caballo Overstrip Lands pursuant to this Lease are made subject to (i) all matters appearing of record in the Campbell County, Wyoming, Office of the County Clerk and Ex Officio Recorder of Deeds as of the date of this Lease and (ii) those matters that would be disclosed by a physical inspection of the Leased Premises and the Caballo Overstrip Lands. Lessor does not warrant the location of the boundary lines of the Leased Premises or the Caballo Overstrip Lands, or any land within the boundary lines of the Leased Premises or the Caballo Overstrip Lands, and this Lease is made subject to such state of facts as an accurate survey of the Leased Premises and the Caballo Overstrip Lands may reveal. Lessee acknowledges and agrees that the warranty of title given by Lessor herein shall be subject to and limited by any and all such information and matters, including any defects in title.

5.3 **Indemnification.** Lessee hereby agrees and promises to indemnify, defend and hold Lessor and its affiliates harmless from any and all liability to third persons, on account of damage or injury to property or persons, including death, arising out of Lessee's (or any affiliate's, contractor's or designee's) operations on or possession of the Leased Premises or the Caballo Overstrip Lands by Lessee or anyone acting on its behalf for any reason, including but not limited to negligence, intentional acts, and strict liability; provided, however, that the covenants contained in this Paragraph shall not obligate Lessee to hold Lessor harmless against liability for damage to the surface estate of the Leased Premises as a result of Lessee's (or any affiliate's, contractor's or designee's) mining operations conducted in accordance with applicable laws, regulations and permit requirements; and provided, further, that this indemnification agreement shall not apply to any liability as to which Lessor was contributorily negligent or was intentionally caused by the Lessor. Lessee's obligations under this Section 5.3 shall survive the expiration or termination of this Lease with respect to operations on or

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possession of the Leased Premises or the Caballo Overstrip Lands by Lessee or anyone acting on its behalf prior to the date of such expiration or termination.

5.4 **Default and Attorneys' Fees and Costs.** The failure of either Party hereto to declare this Lease forfeited and terminated by reason of any breach or default of the other Party as herein provided shall not be deemed a waiver or estoppel of the right of such Party to declare this Lease forfeited and therefore terminated by reason of any future, further or continuing breach or default on the part of the other Party. In the event of termination of this Lease by Lessee because of any default hereunder on the part of Lessor, all Surface Use Fees theretofore paid to Lessor by Lessee shall be the property of Lessor and Lessee shall have no claim thereon. In the event an action is brought by any Party to this Agreement as a result of the default by the other Party in the performance of any of the terms and conditions of this Agreement, the prevailing Party shall be entitled to the payment by the non-prevailing Party of its reasonable attorneys' fees and costs incurred in any litigation and upon any appeal thereafter. In the event any litigation is required to interpret and/or enforce the terms and conditions of this Agreement, the Parties agree venue and jurisdiction shall lie exclusively with the Judicial Court of the Sixth Judicial District located in Gillette, Campbell County, Wyoming.

5.5 **Rights Binding on Successors.** The rights and obligations created by this Lease shall inure to and be binding upon the Parties hereto and their respective successors and assigns. Whenever in this Lease the names of the respective Parties are used with the addition of their successors and assigns, it is not intended that an inference arise that, where such a designation is not used, such successors and assigns are not intended. Whenever in this Lease the name of Lessor is used in connection with mining operations and related activities on the Lands Affected by Mining, and plans related thereto, such designation shall include Alpha Coal West, Inc., any affiliated or unaffiliated third party deriving its interest from Lessor or their respective successors and assigns.

5.6 **Notices.** Any notice, request, instruction or other document or communication to be given hereunder shall be in writing and shall be deemed to have been duly given (i) if mailed, three (3) calendar days following the mailing of such notice in any general or branch office of the United States Postal Service, enclosed in a registered or certified postage prepaid envelope, (ii) if sent by facsimile transmission, when so sent and receipt acknowledged by an appropriate facsimile receipt; or (iii) if sent by other means (including e-mail), when actually received by the Party to which such notice has been directed, in each case at the respective addresses or numbers set forth below or such other address or number as such Party may have fixed by notice; provided, however, that in the event of delivery under clauses (ii) or (iii) (otherwise than by receipted hand delivery), such notice shall be promptly followed by notice pursuant to clause (i):

LESSOR:

Alpha Wyoming Land Company, LLC
Attn: Land Manager
P.O. Box 3039
Gillette, Wyoming 82717
Fax: (307) 687-3484

LESSEE:

BTU Western Resources, Inc.
Attn: Land Manager
P.O. Box 1508
Gillette, Wyoming 82717-1508
Fax: (307) 687-3988

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With a copy to:

Alpha Wyoming Land Company, LLC
c/o Alpha Natural Resources Services, LLC
Attn: Legal Department
P.O. Box 16429
Bristol, Virginia 24209
Facsimile: (276) 628-3116

With a copy to:

Peabody Energy Corporation
Attn: Chief Legal Officer
701 Market Street
St. Louis, Missouri 63101

Facsimile: (314) 342-3419

Any Party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

5.7 **Interpretation of Agreement.** This Lease and the rights and obligations thereunder of the Parties hereto shall be construed in accordance with and governed by the laws of the State of Wyoming, without regard to its conflicts of laws rules. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HEREWSITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS LEASE.

5.8 **Rights of Assignment.** Lessor expressly reserves the right to sell, convey, trade, assign or otherwise dispose of its fee interest in all or any portion of the Lands Affected by Mining.

5.9 **Liens and Encumbrances.** Lessor covenants that there are no liens and encumbrances on the Leased Premises or the Caballo Overstrip Lands that will impede Lessee's ability to exercise the rights granted herein. Lessor further covenants that it will not cause any such liens or encumbrances to be placed on the Leased Premises or the Caballo Overstrip Lands during the Term of this Lease.

5.10 **Exclusive Use.** Except for use herein reserved to Lessor, Lessor expressly covenants that it shall not during the Term permit or grant the use or occupancy of or the right of ingress and egress over and across, the Lands Affected by Mining to any person, entity or governmental agency not a party hereto without the prior written consent of Lessee, excepting that Lessor expressly reserves the right to sell, convey, trade, assign, or otherwise dispose of its fee interest in all or any portion of the Lands Affected by Mining and all rights pertinent thereto as set forth herein.

5.11 **Compliance with Regulations.** Lessee agrees to carry on mining and related operations upon and under the Lands Affected by Mining in a good and workmanlike manner and shall fully comply in its operations hereunder with all laws and regulations now existing or hereafter enacted or adopted by federal, state or local authorities. Lessee shall have the right, without any charge therefor or claim of damage to the surface estate of the Lands Affected by Mining, to do and perform, with respect to the Lands Affected by Mining, whatever may be

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required in order to comply with any state or federal laws, regulations or orders of any competent governmental authority. Lessee hereby agrees to indemnify, defend and hold Lessor, its successors and assigns, harmless from any and all violations, citations, penalties, fines, damages, costs (including the cost of litigation), and all other liabilities and losses of any kind arising out of Lessee's compliance or non-compliance with the requirements of this Paragraph.

5.12 **Eminent Domain.** If any part of the Leased Premises or Caballo Overstrip Lands shall be condemned, taken by eminent domain proceedings, or sold under threat of such proceedings to any federal, state or local governmental or quasi-governmental body having the power of eminent domain ("Condemning Authority"), Lessor shall, at a minimum, be entitled to all condemnation proceeds or payments which are attributable to the ownership of the Leased Premises and the Caballo Overstrip Lands and Lessee shall not be entitled to any part of any such awards, judgments, payments, sales price and proceeds provided that Lessee shall have the right to object or oppose the legality or validity of the action by the Condemning Authority and Lessor agrees to cooperate with Lessee in such objection or opposition. Lessee hereby assigns to Lessor any and all interest it may have in such awards, judgments, payments, sales price and proceeds to the extent attributable to ownership of the Leased Premises and/or the Caballo Overstrip Lands. In addition, Lessor shall be entitled to any other damages which it may sustain as a result of such proceedings. Lessee may seek to recover from any such Condemning Authority, independent of Lessor, damages, if any, which Lessee may have sustained as a result of such condemnation, provided such claims do not reduce the amount of condemnation proceeds available to Lessor. In the event such condemnation renders the Leased Premises or the Caballo Overstrip Lands inaccessible or unusable, then Lessor and Lessee shall each have the right to terminate this Lease with respect to the portion of the Leased Premises or the Caballo Overstrip Lands rendered inaccessible upon not less than thirty (30) days' prior written notice to the other Party. In the event this Lease is not terminated as set forth above, this Lease shall continue in full force and effect as to the remaining portion of the Leased Premises and the Caballo Overstrip Lands.

5.13 **Entire Agreement.** This Lease, together with its Exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and may not be modified or amended except by all instrument in writing signed by each of the Parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered by their respective Officers thereunto duly authorized on this 31st day of August, 2012.

LESSOR:
ALPHA WYOMING LAND COMPANY, LLC

BY: _____

LESSEE:
BTU WESTERN RESOURCES, INC.

BY: _____

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 31st day of August, 2012 by Steve Y. Rennell, Vice President of Alpha Wyoming Land Company, LLC.

WITNESS my hand and official seal

_____
NOTARY PUBLIC

My Commission expires: 7-31-2016

KENDRA S. QUICK - NOTARY PUBLIC
County of Campbell State of Wyoming
MY COMMISSION EXPIRES JULY 31, 2016

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me 31st day of August, 2012 by Scott Durgin, President of BTU Western Resources, Inc.

WITNESS my hand and official seal

_____
NOTARY PUBLIC

My Commission Expires: 7-31-2016

KENDRA S. QUICK - NOTARY PUBLIC
County of Campbell State of Wyoming
MY COMMISSION EXPIRES JULY 31, 2016

APPROVED NOV 30 2015

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DEQ 2-087

EXHIBIT A

MAP

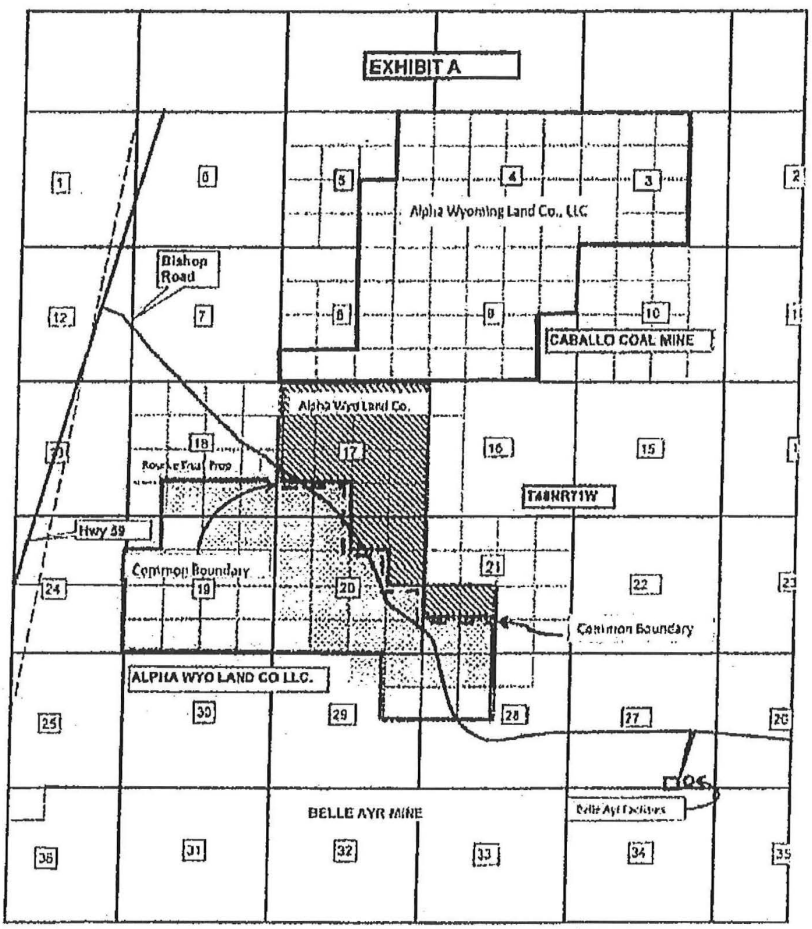

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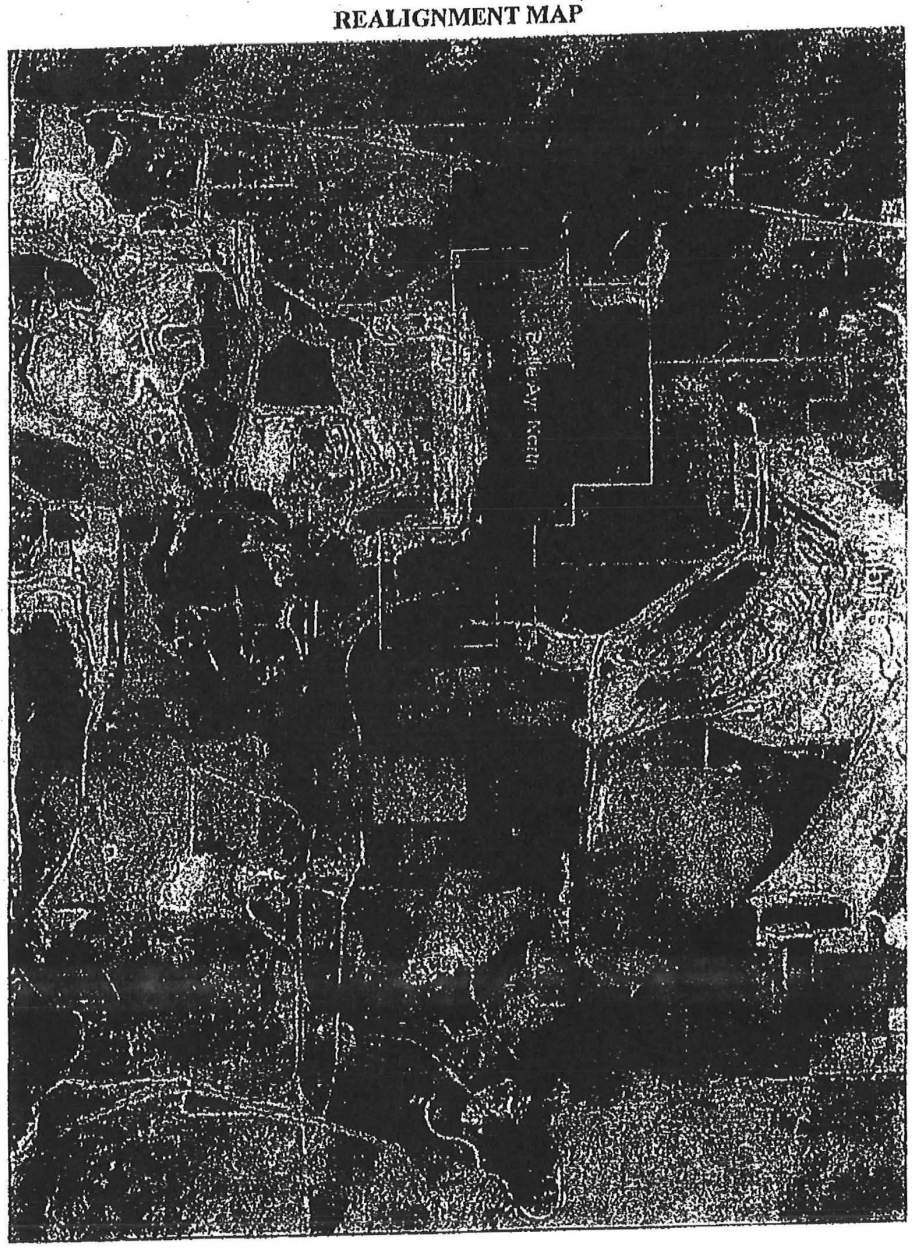
EXHIBIT B

REALIGNMENT MAP



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SURFACE OWNER CONSENT

Permit 242
Guernsey Stone

TFN 6 2/025
RECD FEB 03,2016

SURFACE OWNERS CONSENT
AND/OR
RIGHT TO MINE

GUERNSEY STONE AND CONSTRUCTION
OWNED
PROPERTIES

430 9-242

LQD RECD
NOV 12, 1998
TFN 2/193
PERMIT

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PLATTE COUNTY WYO. NO.
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12-27-83 PLATTE COUNTY CLERK

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WARRANTY DEED

Stella M. Frederick, a single person; Chester Frederick and Harriet Frederick, husband and wife; Carl Nicks and Ethelyn Nicks, husband and wife; and E. L. Zube and Irene Zube, husband and wife; grantors, for and in consideration of Ten Dollars (and other good and valuable consideration) in hand paid, CONVEY AND WARRANT TO Guernsey Stone Company, a Wyoming Corporation, grantee, whose address is P.O. Box 6206, Sheridan, Wyoming 82801, the following described real estate, situate in Platte County and State of Wyoming:, to-wit:

That part of the N½NE¼ of Section 36, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming, being Lot 2 of said Section 36 and being more particularly described as follows:

Beginning at a point which is the intersection of the northwesterly boundary of Prince Lode, M.S. No. 72 and the north boundary of the NE¼ of Section 36 and which point lies S89°48'W 1235.52 feet from the NE corner said Section 36 with said north boundary being considered base bearing - S89°48'W - with all other bearings relative thereto; thence from this POINT OF BEGINNING continuing along said north boundary NE¼ S89°48' W 1361.58 feet to the N¼ corner of said Section 36; thence along the north-south centerline of said Section 36 S00°02'29" E 532.72 feet to the northeasterly boundary of Aurora Lode, M.S. No. 72; thence along said northeasterly boundary S27°21' E 147.96 feet to the SE corner of said Aurora Lode; thence along said northwesterly boundary of Prince Lode N62°39' E 1455.96 feet to the POINT OF BEGINNING, containing 10.80 acres, more or less.

AND

That part of the SE¼NE¼ and Lot 6, both of Section 36, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming, lying northwesterly from the centerline of the old Guernsey-Hartville road and being more particularly described as follows:

Beginning at a point on the centerline of the old Guernsey-Hartville road and which point is also on the west boundary of Lot 6 of Section 36 and which point lies N00°02'29" W 431.52 feet from the C¼ corner of said Section 36, with the north boundary of the NE¼ of said Section 36 being considered base bearing - S89°40' W - with all other bearings relative thereto; thence from this POINT OF BEGINNING continuing along said west boundary Lot 6 N00°02'29" W 155.05 feet to the south boundary of Mineral Claim G.M. Girl, M.S. 72; thence along said south boundary N62°45'02" E 694.18 feet to corner No. 4, M.S. 72; thence N25°14'32" W 601.67 feet to corner No. 5, M.S. 72; thence along the northerly boundary of said Lot 6 N62°43'18" E 1059.40 feet to the east boundary of said Lot 6; thence S00°24'48" E 610.81 feet to the NW corner of the SE¼NE¼ of said Section 36; thence along the north boundary of said SE¼NE¼ N89°43'38" E 138.02 feet to the centerline of said old Guernsey-Hartville road; thence in a southwesterly direction along said old Guernsey-Hartville road

LQD RECD MAR 30 1999
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centerline to the POINT OF BEGINNING, containing 16.2 acres more or less, above described tract being subject to a 30 foot County Road R.O.W. along, adjacent and northerly from its southerly boundary.

Grantors shall be paid a royalty of [redacted] per ton for all crushed aggregate produced and sold from the property.

Grantors reserve unto themselves one-half of all mineral interests it now owns in the property provided the reservation shall not apply to aggregate.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 27th day of September, 1983.

Stella M. Frederick
Stella M. Frederick

Chester Frederick
Chester Frederick

Harriet Frederick
Harriet Frederick

Carl Nicks
Carl Nicks

Ethelyn Nicks
Ethelyn Nicks

E. L. Zube
E. L. Zube

Irene Zube
Irene Zube

STATE OF WYOMING)
) SS
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me by Stella M. Frederick this 27 day of September, 1983.
Witness my hand and official seal.

Notary Public

LQD RECD MAR 30 1999
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PERMIT

A-4.2
A-74

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-093

CLAIM DEED—FORM NO. 8

☑ INDEXED
☑ ABSTRACTED
☑ PHOTO COPY

QUITCLAIM DEED

34,135

PLATTE COUNTY, WYO. NO. ____
FILED 10-27-72 BOOK 162 PAGE 184
PLATTE COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS, That BASINS ENGINEERING CO., INC., A/K/A BASIN ENGINEERS,

of the County of Platte State of Wyoming In consideration of the sum of The (10) and other valuable consideration DOLLARS to it in hand paid by GUERNSEY STONE COMPANY

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for its heirs, executors and administrators, remise, release and forever quitclaim unto the said GUERNSEY STONE COMPANY

heirs and assigns, forever, ~~all and right, title, interest, property, possession, claim and demand~~ ~~it has and shall have, in and to all the following described premises, to-wit~~

All right, title and interest in and to any mineral rights or mining claims on the following described real property, to-wit:

TOWNSHIP 27 NORTH, RANGE 65 WEST OF THE 6th P.M.
PLATTE COUNTY, WYOMING

Section 30: E½SW¼ and lots 3 and 4
The Green Mountain Boy and Green Mountain Girl, the Aurora, the Prince and the Duke patented mining claims in Sections 25 and 36, Township 27 North, Range 66 West, and Sections 30 and 31, Township 27 North, Range 65 West.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said

heirs and assigns, to his and their own proper use and behoof forever. So that neither Basins Engineering Co., Inc.

nor any other person in its name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, it has hereunto set its hand and seal this 21 day of September A. D., 1972

Signed, sealed and delivered in the presence of:

BASINS ENGINEERING CO., INC. (SEAL)
By: [signature] (SEAL)
President
(SEAL)
(SEAL)

Attest: [signature]
Secretary

CORPORATE SEAL

ACKNOWLEDGMENT

State of Wyoming
County of Platte } ss.

The foregoing instrument was acknowledged before me this 21 day of September, 1972

Witness my hand and official seal.

[signature]
Notary Public Title of Officer

My Commission Expires: June 11, 1976

LOD RECD MAR 30 1999
TFN 3 31 193
PERMIT

TFN 6 2/025
RECD FEB 03, 2016

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1034

WARRANTY DEED

HENRY S. STURGIS, JR., Trustee for ELIZABTH H. STURGIS PAINE, ANNA L. WRIGHT, HENRY S. STURGIS and HEBARD MILLER PAINE, Assignee of WILLIAM STURGIS, heirs of the Estate of ANNA L. STURGIS, Deceased, Grantor, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to GUERNSEY STONE CO., Grantee, the following described real estate situated in PLATTE COUNTY, WYOMING, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Those certain mining claims or premises known as the Green Mountain Boy, Green Mountain Girl, Prince, Duke and Aurora Lode Mining Claims, designated by the Surveyor General as Lot No. 72, more particularly described in Book A23 at page 221 in the office of the County Clerk and Ex-Officio Register of Deeds for Platte County, Wyoming, embracing a portion of Sections 30 and 31, in Township 27 North, Range 65 West of the 6th P.M., and of Sections 25 and 36, Township 27 North, Range 66 West of the 6th P.M., in Platte County, Wyoming. Specificially EXCEPTING Lots 3 & 4 (W½SW¼) Sec. 30, T. 27 N. R. 65 W of 6th P.M., Platte County, Wyoming.

WITNESS my hand and seal this 29 day of June, 1972.

Henry S. Sturgis, Jr.
Trustee for ELIZABETH H. STURGIS PAINE, ANNA L. WRIGHT, HENRY S. STURGIS and HEBARD MILLER PAINE, Assignee of WILLIAM STURGIS, heirs of the Estate of ANNA L. STURGIS, Deceased.

344134
PLATTE COUNTY, WYO. NO.
FILED 10-27-72 BOOK 162 PAGE 183
9:20 A.M. PLATTE COUNTY CLERK

INDEXED
ABSTRACTED
PHOTO COPY

THE STATE OF ~~NEW YORK~~ Arizona)
) SS
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 29th day of June, 1972.

Witness my hand and official seal.

BARBARA J. PALAZZOLO NOTARY PUBLIC MARICOPA COUNTY, ARIZONA

Barbara J. Palazzolo
Notary Public

My commission expires: Feb. 26, 1974

LQD RECD MAR 30 1999
TFN 3 31 193
PERMIT

A-4.4

TFN 6 2/025
RECD FEB 03, 2010

INDEXED
ABSTRACTED
PHOTO COPY

TRUSTEE'S DEED

56.81 Ac

THIS INDENTURE made this 14th day of ~~March~~ April, 1971, between THE FIRST NATIONAL BANK AND TRUST COMPANY OF WYOMING, the duly appointed, qualified and acting Trustee of the M. VALERIA RICHARDSON TRUST dated April 1, 1963, party of the first part, and GUERNSEY STONE COMPANY, party of the second part;

336513

PLATTE COUNTY, WYO. NO. 336513
FILED 9-16-71 BOOK 156 PAGE 360
11:00 a.m. PLATTE COUNTY CLERK

WITNESSETH:

WHEREAS, The First National Bank and Trust Company of Wyoming, as Trustee of the M. Valeria Richardson Trust dated April 1, 1963, is the owner of the real property hereinafter described; and

WHEREAS, by Decree of Distribution dated July 31, 1967, in The Estate of M. Valeria Richardson, Deceased, probated in the District Court, First Judicial District For Wyoming under Docket 18 No. 541, the property hereinafter described was set over to THE FIRST NATIONAL BANK AND TRUST COMPANY OF WYOMING, as Trustee of the M. Valeria Richardson Trust of April 1, 1963; and

WHEREAS, said Trustee is vested with the power and authority to sell and convey the property hereinafter described, and pursuant thereto have sold the same to party of the second part as evidenced by this Trustee's Deed.

NOW, THEREFORE, the said First National Bank and Trust Company of Wyoming, as said Trustee, party of the first part, for an in consideration of the sum of $2,556.81 to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to the said party of the second part, its successors and assigns,

REC'D RECD MAR 30 1999
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RECD FEB 03, 2016

DEQ 2-096

all of the right, title and interest of said party of the first part, and also all of the right, title and interest which said Trust may have acquired by operation of law, or otherwise, in and to all of that certain real property situated in Platte County, Wyoming, and more particularly described as follows:

The Pride of the West, Badger, and Victor No. 2 lode mining claims, designated by the Surveyor General as Survey No. 507, embracing a portion of Sections twenty-five and twenty-six in Township twenty-seven north of Range sixty-six West of the Sixth Principal Meridian, in the Platte Canon Mining District, Platte County, Wyoming, and bounded, described, and platted as follows:

Beginning for description of the Pride of the West lode claim, at corner No. 1, a schist stone 24 x 12 x 10 inches, marked 1PW - 507, with mound of stone, from which the quarter corner between Sections twenty-five and twenty-six in Township twenty-seven north of Range sixty-six west of the Sixth Principal Meridian, bears north five degrees eleven minutes thirty seconds west eight hundred thirty-four and eighty-two-hundredths feet distant;

Thence, first course, south three hundred one and one hundred forty-five-thousandths feet to a point from which discovery shaft bears north eighty-five degrees west five hundred ninety feet distant; six hundred two and twenty-nine-hundredths feet to corner No. 2, a schist stone 24 x 12 x 10 inches, marked 2PW - 507, with mound of stone;

Thence, second course, north eighty-five degrees west one thousand five hundred feet to corner No. 3, a schist stone 24 x 10 x 8 inches marked 3PW - 507, with mound of stone;

Thence, third course, north six hundred two and twenty-nihe hundredths feet to corner No. 4, a limestone 24 x 14 x 12 inches, marked 4PW 507, with mound of stone;

Thence, fourth course, south eighty-five degrees east one thousand five hundred feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand five hundred feet in length along said Pride of the West vein or lode;

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TFN 3 31 193
PERMIT

Beginning, for the description of the Badger lode claim, at corner No. 1, a schist stone 24 x 12 x 8 inches, marked 1B - 4V2 - 507, with mound of stone; situate on line 1 - 2 of said Pride of the West lode claim, from which said quarter section corner bears north four degrees four minutes thirty seconds west one thousand sixty-three and twenty-eight-hundredths feet distant;

Thence, first course, east one thousand five hundred feet to corner No. 2, a schist stone 24 x 12 x 10 inches, marked 2 B - 3V 2 - 507, with mound of stone;

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RECD FEB 03 2016

DEQ 2-097

Thence, second course, south six hundred feet to corner No. 3, a schist stone 24 x 12 x 10 inches, marked 3B - 507, with mound of stone;

Thence, third course, west one thousand five hundred feet to corner No. 4, a limestone 24 x 12 x 12 inches, marked 4B - 507, with mound of stone.

Thence, fourth course, north three hundred feet to a point from which discovery shaft bears east two hundred feet distant; six hundred feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Badger vein or lode;

Beginning, for the description of the Victor No. 2 lode claim, at corner No. 1, a schist stone 24 x 10 x 9 inches, marked 1V2 - 507, with mound of stone, from which said quarter section corner bears north seven degrees three minutes west six hundred fifteen and twenty-four-hundredths feet distant; and discovery shaft bears south twenty-six degrees thirty-four minutes east three hundred thirty-five and four-tenths feet distant;

Thence, first course, east one thousand five hundred feet to corner No. 2, a schist stone 24 x 10 x 7 inches, marked 2V2 - 507, with mound of stone.

Thence, second course, south four hundred fifty feet to corner No. 3, indentical with corner No. 2 of said Badger lode claim;

Thence, third course, west one thousand five hundred feet to corner No. 4, identical with corner No. 1 of said Badger lode claim;

Thence, fourth course, north four hundred fifty feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending one thousand five hundred feet in length along said Victor No. 2 vein or lode; the premises herein granted; containing fifty-six and eight hundred eighteen thousandths acres;

together with the tenements, hereditaments and appurtenances thereunto belonging, or in any way appertaining.

TO HAVE AND TO HOLD all and singularly the above-mentioned and described premises, together with all appurtenances unto said party of the second part, its successors and assigns forever, hereby releasing and waiving any and all rights existing by virtue of the Homestead Exemption Laws of this State; AND the party of the first part, its successors and assigns shall

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and will warrant the quiet and peaceable possession of the party of the second part, its successors and assigns, against the party of the first part and against all and every other person or party whomsoever claiming or to claim said premises by, from or under party of the first part.

IN WITNESS WHEREOF, the said party of the ~~first part~~ has hereunto set its hand and seal the day and year first above set forth.

THE FIRST NATIONAL BANK AND TRUST COMPANY OF WYOMING, Trustee of the M. Valeria Richardson Trust dated April 1, 1963, Party of the First Part

Attest:

W. B. Adams
Cashier

By E. L. Talmont
Trust Officer

THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing TRUSTEE'S DEED was acknowledged before me this 14th day of ~~March~~ APRIL, 1971, by THE FIRST NATIONAL BANK AND TRUST COMPANY OF WYOMING, as Trustee of the M. Valeria Richardson Trust dated April 1, 1963.

Witness my hand and official seal.

Lois Wade
Notary Public

My commission expires: February 10, 1974.

LQD RECD MAR 30 1999
TFN 3 31 193
PERMIT

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RECD FEB 03, 2016

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ABSTRACTED
PHOTO COPY

PLATTE COUNTY, WYO. NO. 6209.255
REC'D 5/4/67 BOOK 131 PAGE 131
9:25 A.M. PLATTE COUNTY C

FILED
MAY 1 1967
LAURENCE SCHALLOW
CLERK OF THE DISTRICT COURT
DEPUTY

STATE OF WYOMING)
) SS
COUNTY OF PLATTE)

IN THE DISTRICT COURT

FIRST JUDICIAL DISTRICT

IN THE MATTER OF THE RECEIVERSHIP)
OF THE PLATTE CANON MINING COMPANY,) Doc. 5 No. 271
A WYOMING CORPORATION.)

Claim No. Recorded 5/1/67 Probate Journal No. 3 Page 281

ORDER APPROVING AND CONFIRMING SALE OF MINING CLAIMS

The above matter came on this day for hearing upon the Report and Return of Sale filed herein by Josephine M. Brice, Receiver for the Platte Canon Mining Company, and the Court having examined the Report and Return of Sale and being fully advised in the premises does find as follows:

1. The sole assets of the Platte Canon Mining Company, a dissolved Wyoming corporation, consist of five patented mining claims in Sections 25 and 26, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming, to-wit: The Cuban, Independence, Evening Star, W.J. Bryan and Mountain View Claims.

Certified Copy
Page

2. A sale of said mining claims was necessary to pay the expenses of the receivership, and to finally close this receivership proceeding.

3. The said mining claims were sold at public auction, pursuant to notice given in the Guernsey Gazette, a newspaper printed and published in Platte County, Wyoming, as more fully appears from the Affidavit of the publisher filed herein, on April 21, 1967, at 10:00 a.m., at the front door of the City Hall of the City of Guernsey, Wyoming, and the highest and best bid received at said sale was the bid of the Guernsey Stone Company in the sum of $4,100.00.

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1999
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PERMIT

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4. The sale was in all respects fairly conducted and the price received for such mining claims is not disproportionate to their value, and the sale should be approved and confirmed by this Court.

5. An exact legal description of the mining claims is annexed hereto and marked Exhibit A.

IT IS THEREFORE ORDERED that the sale of the above patented mining claims to the Guernsey Stone Company for the sum of $4,100.00 be and the same is hereby approved and confirmed, and this Receiver is hereby authorized and directed to execute and deliver a receiver's deed to said mining claims upon the receipt by her of the balance of the purchase price of [redacted].

Dated this 28 day of April, 1967.

District Judge

Certified Copy

Page ..... of

STATE OF WYOMING, COUNTY OF PLATTE, ss. CERTIFICATE

I, Laurence Swallow, Clerk of the District Court in and for Platte County, Wyoming, do hereby certify that the within and foregoing is a full, true and correct copy of the original thereof as the same appears on file or of record in my office and that the same is in full force and effect as of this date.

Witness my hand and the seal of said Court this 4 day of May, 19 67

Clerk of District Court

LQD RECD MAR 30 1999
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PERMIT

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TFN 6 2/025
RECD FEB 03, 2016

The Cuban, Independence, Evening Star, W. J. Bryan, and Mountain View lode mining claims, designated by the Surveyor General as Survey No. 468, embracing a portion of Sections twenty-five and twenty-six in Township twenty-seven north of Range sixty-six west of the Sixth Principal Meridian, in the Platte Canon Mining District, Platte County, Wyoming, and bounded, described, and platted as follows: Beginning for the description of the Cuban lode claim at corner No. 1, a sandstone 24 x 14 x 6 inches, marked a cross (X) on top at exact corner point and 1 C/488, 4 I/488, with mound of stone, from which the east quarter corner of Section twenty-six in Township twenty-seven north of Range sixty-six west of the Sixth Principal Meridian bears north seventy degrees forty-three minutes thirty seconds east five hundred seventy-nine and sixty-five-hundredths feet (?);

Thence, first course, north nine degrees fifty minutes thirty seconds east one thousand four hundred ninety-two and four-tenths feet to corner No. 2, a quartzite rock in place 24 x 12 x 8 inches, marked a cross (X) on top at exact corner point and 2 C/488, 3 I/488, with mound of stone;

Thence, second course, north eighty degrees nine minutes thirty seconds west six hundred feet to corner No. 3, a dolomite stone 34 x 6 x 4 inches, marked a cross (X) on top at exact corner point and 3 C/488, with mound of stone;

Thence, third course, south nine degrees fifty minutes thirty seconds west one thousand four hundred ninety-two and four-tenths feet to corner No. 4 a dolomite stone 24 x 8 x 8 inches, marked a Cross (X) on top at exact corner point and 4 C/488, with mount of stone;

Thence, fourth course, south eighty degrees nine minutes thirty seconds east three hundred feet to a point from which discovery cut bears north nine degrees fifty minutes thirty seconds east seven hundred sixty-six and four-tenths feet distant; six hundred feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand four hundred ninety-two and four-tenths feet in length along said Cuban vein or lode;

Beginning for the description of the Independence lode claim at corner No. 1, a slate stone 26 x 6 x 6 inches, marked a cross (X) on top at exact corner point and 1 1/488, 1 ES/488, with mound of stone; from which said quarter Section corner bears north eight degrees thirty-one minutes west two hundred ninety-seven and two-tenths feet distant;

Thence, first course, north nine degrees fifty minutes thirty seconds east one thousand four hundred ninety-two and four-tenths feet to corner No. 2, a limestone 36 x 14 x 4 inches, marked a cross (X) on top at exact corner point and 2 1/488, 4 ES/488, with mound of stone;

Thence, second course, north eighty degrees nine minutes thirty seconds west six hundred feet to corner No. 3, identical with corner No. 2 of said Cuban lode claim;

Thence, third course, south nine degrees fifty minutes thirty seconds west one thousand four hundred ninety-two and four-tenths feet to corner No. 4, identical with corner No. 1 of said Cuban lode claim;

Thence, fourth course, south eighty degrees nine minutes thirty seconds east three hundred feet to a point from which discovery cut bears north nine degrees fifty minutes thirty seconds east six hundred thirty-seven feet distant; six hundred feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand four hundred ninety-two and four-tenths feet in length along said Independence vein or lode;

Beginning for the description of the Evening Star lode claim at corner No. 1, identical with corner No. 1 of said Independence lode claim;

Thence, first course, south eighty degrees nine minutes thirty seconds east two hundred eighty-two and sixty-two-hundredths feet to a point from which discovery shaft bears north nine degrees fifty minutes thirty seconds east six hundred three feet distant; five hundred seventy-eight and sixty-two-hundredths feet to corner No. 2, a slate stone 26 x 6 x 8 inches, marked a cross (X) on top at exact corner point and 2 ES/488, 1 WJB/488, with mound of stone;

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TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-102

thence feet to corner No. 3, a gneiss stone 24 x 10 x 4 inches, marked a cross (X) on top at exact corner point and 3 EJ/433, 4 WJB/488, with mound of stone;

Thence, third course, north eighty degrees nine minutes thirty seconds west five hundred seventy-eight and sixty-two-hundredths feet to corner No. 4, identical with corner No. 2 of said Independence lode claim;

Thence, fourth course, south nine degrees fifty minutes thirty seconds east one thousand four hundred ninety-two and four-tenths feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand four hundred ninety-two and four-tenths feet in length along said Evening Star vein or lode;

Beginning for the description of the W. J. Bryan lode claim at corner No. 1, identical with corner No. 2 of said Evening Star lode claim, from which the west quarter corner of Section twenty-five in Township twenty-seven north of Range sixty-six west of the Sixth Principal Meridian bears north fifty-seven degrees twenty-four minutes west seven hundred twenty-eight and ninety-five-hundredths feet distant;

Thence, first course, south eighty degrees nine minutes thirty seconds east three hundred feet to a point from which discovery shaft bears north nine degrees fifty minutes thirty seconds east two hundred seventy-eight feet distant; five hundred ninety-seven and twenty-five-hundredths feet to corner No. 2, a diorite stone 24 x 8 x 4 inches, marked a cross (X) on top at exact corner point and 2 WJB/488, in mound of stone, with mound of stone;

Thence, second course, north nine degrees fifty minutes thirty seconds east one thousand four hundred ninety-two and four-tenths feet to corner No. 3, a diorite stone 24 x 12 x 8 inches, marked 3 WJB/488, and a cross (X) on top at exact corner point, with mound of stone;

Thence, third course, north eighty degrees nine minutes thirty seconds west five hundred ninety-eight and sixty-three-hundredths feet to corner No. 4, identical with corner No. 3 of said Evening Star lode claim;

Thence, fourth course, south nine degrees forty-nine degrees forty-nine minutes west one thousand four hundred ninety-two and four-tenths feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand four hundred ninety-two and four-tenths feet in length along said W. J. Bryan vein or lode;

Beginning for the description of the Mountain View lode claim at corner No. 1, a cross (X) on top at exact corner point and 1 MV/488 marked on a diorite rock in place 36 x 24 x 8 inches, with mound of stone; from which said west quarter corner of Section twenty-five bears north seventy-five degrees six minutes thirty seconds west one thousand two hundred seventy-four and five-tenths feet distant;

Thence, first course, south eighty degrees nine minutes thirty seconds east one thousand five hundred feet to corner No. 2, a diorite stone 24 x 6 x 6 inches, marked a cross (X) on top at exact corner point and 2 MV/488, in mound of stone, with mound of stone;

Thence, second course, north nine degrees fifty minutes thirty seconds east six hundred feet to corner No. 3, a diorite stone 24 x 10 x 3 inches, marked a cross (X) on top at exact corner point and 3 MV/433, in mound of stone, with mound of stone;

Thence, third course, north eighty degrees nine minutes thirty seconds west one thousand five hundred feet to corner No. 4, a quartzite stone 24 x 10 x 8 inches, marked a cross (X) on top at exact corner point and 4 MV/488, with mound of stone, situate on line 2-3 of said W. J. Bryan lode claim;

Thence, fourth course, south line degrees fifty minutes thirty seconds west three hundred feet to a point from which discovery shaft bears south eighty degrees nine minutes thirty seconds east forty-seven feet distant; six hundred feet to corner No. 1, the place of beginning; the survey of the lode claim as above described extending one thousand five hundred feet in length along said Mountain View vein or lode; the premises, herein granted, containing one hundred two and eighty-three-thousandths acres.

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LOD RECD MAR 31 1999
TFN 3 2/183
PERMIT 3W 183

A-4.12

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-103

WARRANTY DEED

Fred Ells, a single person, GRANTOR, of Platte County, Wyoming, for and in consideration of ONE DOLLAR and other valuable considerations, in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to:

Guernsey Stone and Construction Company, a Wyoming corporation, GRANTEE, whose address is: 1000 Kiewit Plaza, Omaha, Nebraska 68131, the following described real estate, situated in Platte County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN,

That the Grantor, his heirs, successors and assigns, does hereby except and reserve the right to erect and maintain a sign on the West End Claim to advertise the Venice Bar in Hartville, Wyoming; provided that said sign shall not interfere with the Grantee's operations on the premises; shall be placed on the east side of Highway 270 at a minimum distance of twenty (20) feet from the State Highway easement, but not in excess of fifty (50) feet from said State Highway easement, and provided that in the event the Venice Bar shall cease to operate this reservation shall terminate.

Subject, however, to all easements, rights of way, restrictions, zoning and building ordinances, questions of survey, covenants, conditions, special improvement district assessments, liens of taxes and mineral reservations of record in the office of the County Clerk and Ex-Officio Register of Deeds of Platte County, Wyoming.

WITNESS his hand this 8 day of November, 1996.

Fred Ells aka Fred John Ells

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Fred Ells this 8 day of November, 1996.
Witness my hand and official seal.

Notary Public

My Commission Expires:

CYNTHIA J. JACKSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES MAY 3, 1998

506007
PLATTE COUNTY WYO. NO
FILED 11:24 BOOK 321 PAGE 293
DATE 11-26-96 PLATTE COUNTY CLERK

LQD RECD
JAN 24.2001
TFN 3 3/364
PERMIT 11/07/03:242

TFN 6 2/025
RECD FEB 03,2016

The following described patented mining claims lying in portion of Sections 7, 8, 17 and 18, Township 27 North, Range 65 West and portion of Sections 12 and 13, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming:

NAME OF CLAIM	U.S. SURVEY NO.	U.S. PATENT NO.
Old Year	Lot No. 108	No. 35099
96	Lot No. 108	No. 35099
Lone Tar	Lot No. 108	No. 35099
Lilly D	Lot No. 108	No. 35099
Pigment	Lot No. 108	No. 35099
Wash Fraction	Lot No. 108	No. 35099
Scotia	Lot No. 108	No. 35099
Yellow Jacket	Lot No. 108	No. 35099
Fraction	Lot No. 108	No. 35099
Homeward Bound	Lot No. 108	No. 35099
Blue Jacket	Lot No. 108	No. 35099
Red Cloud	Lot No. 108	No. 35099
West End	Lot No. 108	No. 35099
Hurley	Lot No. 482	No. 449835
Abeel	Lot No. 482	No. 449835
Deer Park	Lot No. 482	No. 449835

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PERMIT 11/07/03-242

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SURFACE OWNERS CONSENT
AND/OR
RIGHT TO MINE

GUERNSEY STONE AND CONSTRUCTION
LEASED
PROPERTIES

4/30/'9 242

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OCT 1 1 1997

STATE OF WYOMING)
) ss
COUNTY OF PLATTE)

PATTY NO. 3 AND
KATE NO. 1

☑ INDEXED
☑ ABSTRACTED
☑ PHOTO COPY

PLATTE COUNTY WYO. NO 511397
FILED 8:16 BOOK 326 PAGE 842
DATE 10-8-97 PLATTE COUNTY CLERK

AFFIDAVIT FOR PAYMENT OF ANNUAL RENTAL FEES

BEFORE ME, the undersigned subscriber, personally appeared Paul E. White, who being duly sworn, says that Guernsey Stone and Construction Company has paid the annual rental fee due the Department of Interior-Bureau of Land Management for the following described mineral claims situated in the County of Platte, State of Wyoming, to-wit:

Patty No. 3, Lode Mining Claim (or placer) situated in Sections 25 and 26, Township 27 North, Range 66 West of the 6th P.M., of Hartville Mining District, County of Platte, State of Wyoming, as recorded in Book 71, Page 616, and amended in Book 93, Page 357.

Kate No. 1, Mining Claim, (lode or placer) situated in the SE ¼ SE ¼ of Section 26, Township 27 North, Range 66 West of the 6th P.M., Hartville Mining District, County of Platte, State of Wyoming, as recorded in Book 77, Page 12 and Book 93, Page 432.

Said claims being all of record in the office of the County Clerk and Ex-Officio Register of Deeds, Platte County, Wyoming; such payments being made by or at the expense of Guernsey Stone and Construction Company, lessee of said claims for the rental year ending August 31, 1998, and for the purpose of holding said claims.

Paul E. White
Paul E. White
Real Estate Manager
Guernsey Stone and Construction
Company

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this 6th day of October, 1997, by Paul E. White, Real Estate Manager.

GENERAL NOTARY-State of Nebraska
KAREN RICKERS
My Comm. Exp. Sept. 16, 2000

Karen Rickers
Notary Public

(NOTARY SEAL)

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RECD FEB 03,2016

AGREEMENT OF LEASE

THIS AGREEMENT, made and entered into on the 1st day of June, 1964, by and between the ESTATE OF HAROLD R. EYRICH and BLANCHE EYRICH, hereinafter referred to as "Lessors", GUERNSEY STONE CO., a Wyoming corporation, hereinafter sometimes referred to as "Lessee", and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, an Illinois corporation, hereinafter sometimes referred to as "Railroad".

W I T N E S S E T H:

WHEREAS, the Lessors own certain mining claims, mines and quarries situated in Platte County, Wyoming, described more particulary in Section 1 herein below and being sometimes referred to hereinafter as "the premises"; and

WHEREAS, such mining claims, mines and quarries were leased to Peter Kiewit Sons' Co., a Nebraska corporation, by an indenture dated March 9, 1950; and

WHEREAS, such lease was assigned to Lessee Guernsey Stone Co. by Peter Kiewit Sons' Co. by an assignment dated April 10, 1950; and

WHEREAS, notwithstanding such lease, Harold Eyrich and Blanche Eyrich, the lessors under such lease and predecessors in title of Lessors, with the consent of Lessee

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Guernsey Stone Co. Leased 500,000 cubic yards, or such greater yardage as the lessee might require, of rock suitable for processing into railroad ballast, under, in and underlying the said premices to the Railroad under an Agreement and Lease dated January 1, 1951, and

WHEREAS, all the parties to the instant agreement desire and intend that Lessee shall possess an economic interest in the said mining claims, mines and quarries, entitling it to a deduction for depletion with respect to all sales of stone and rock removed therefrom; and

WHEREAS, the parties therefore intend that Railroad should release its rights under the said Agreement and Lease dated January 1, 1951, to the extent that it may have any rights in the premises;

NOW, THEREFORE, it is hereby agreed as follows:

1. Lease of Premices. Lessors hereby grant, demise, lease and convey to Lessee, its successors or assigns, the following described mining claims, mines and quarries situated in Platte County, Wyoming, together with the appurtenances, to-wit: All of the mining claims, mines and quarries owned by Lessors, or either of them which are situated in the south half of Section 25 and the southeast quarter of Section 26, Township 27 North, Range 66 West; said mining claims upon

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which said mines and quarries are located being known and described as Myrtle Placer, Myrtle No. 1 Placer, Patty, Patty No. 1, and Patty No. 2 in Section 25, and Patty No. 3 in Section 26, to have and to hold unto Lessee, its successors or assigns, for the term of twenty (20) years from the date hereof, subject, however, to the option which is hereby granted to Lessee, its successors or assigns, to extend said lease for an additional term of twenty (20) years upon the same terms and conditions and upon payment of the same royalties as are set out herein. Such option may be exercised by Lessee, its successors or assigns, at any time prior to the expiration of this lease.

2. Right to Occupy Premises. Lessee, its successors or assigns, shall have the exclusive right to occupy and to use said premises during the term of this lease and any extensions thereof for the purpose of conducting mining and quarrying operations thereon to any extent that it may deem advisable, including the right to mine and quarry such premises to exhaustion. Any stone or rock now located upon said premises which is either partially or completely processed may be removed, used or sold by Lessee upon payment of the royalties fixed herein.

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3. Right to Remove Buildings and Equipment. Lessee, its successors or assigns, shall have the right at the termination of this lease, or any extension thereof, to remove from the leased premises any buildings, equipment and machinery that it may place upon such premises.

4. Storage of Materials and Equipment. As a part of this lease, Lessors hereby demise and lease to Lessee, its successors or assigns, the following described property located in the town of Guernsey, Wyoming:

> Lots 5 and 6 in replat of Block 22 of original Town of Guernsey, Platte County, Wyoming.

Lessors agree that Lessee, its successors or assigns, may occupy and use said premises during the full term of this lease, and any extensions thereof, for the purpose of the storage of materials and equipment, the operation of a repair shop, and other uses connected with and incidental to the operation of the mines and quarries referred to herein, and that Lessee shall not be required to pay any rentals for the use of such premises, other than the royalties herein set out, and the annual taxes upon such property.

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5. Assignment. Lessee, its successors or assigns, shall have the right to assign this lease and all of its rights hereunder.

6. Use of Leased Premises. Lessee agrees to use the leased premises for the purpose of operating a stone quarry thereon for the production, use and sale of stone and rock processed thereon and purposes incidental thereto.

7. Royalties. Lessee agrees that it, its successors or assigns, will pay to Lessors, their heirs, executors, administrators or assigns as rental for the use of said premises described herein a 5¢ per ~~ton~~ cubic yard royalty on all rock or stone produced on and shipped out of said premises. It is understood and agreed that the payment of such royalties shall constitute full payment to Lessors, their heirs, executors, administrators or assigns, for rental on the mining claims described in Section 1, any quarries and mines now located or hereafter to be located thereon, and on the property in Guernsey, Wyoming described in Section 4.

8. Records. Lessee agrees to keep correct accounts of all rock produced and shipped by it from the

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RECD FEB 03, 2016

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leased premises, and to furnish monthly statements thereof to Lessors.

9. Payment of Royalties. Payment of the royalties fixed herein shall be made within sixty (60) days from the time when the stone or rock upon which such royalties are due is shipped.

10. Return of Premises. Lessee, its successors or assigns, shall deliver over the said leased premises to Lessors, their heirs, executors, administrators or assigns, at the termination of this lease, or any extension thereof, in as good order and condition as they were in when Lessee received them, except for usual wear and tear and the use to be made of such property by Lessee, as contemplated herein.

11. Minimum Royalty. Lessee agrees that if the royalty payments to be made by it to Lessors shall total less than Twelve Hundred Dollars ($1,200.00) during any one year, Lessee shall pay to Lessors sufficient additional sums so that the Lessors shall receive a minimum payment of Twelve Hundred Dollars ($1,200.00) for such year; provided, however, that any such payments made by Lessee

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which are in excess of the royalty payments provided for in Section 7 hereof shall be considered as advance payments of royalty on stone or rock to be shipped from such leased premises thereafter, and may be deducted by Lessee from any future royalty payments that may thereafter become due and payable to Lessors, their heirs, executors, administrators or assigns.

12. Royalty on Screenings or Fines. Three (3) cents per cubic yard royalty shall be paid on screenings or fines sold by Lessee and produced from or shipping out of the premises.

13. Release by Railroad. Railroad hereby agrees to release all rights which it acquired under the Agreement and Lease dated January 1, 1951, between HAROLD R. LYRICH and BLANCHE LYRICH and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, as amended.

14. Taxes and Assessments. Lessors covenant and agree to pay all state, county and municipal taxes and special assessments that may be levied upon the demised premises during the term of this agreement.

15. Situs of Agreement. This agreement is, and shall be considered as, a Wyoming agreement, and shall be construed in accordance with the laws of the State of Wyoming.

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16. Waiver. No waiver of any breach of any term, condition, or provision of this Agreement shall constitute a waiver of any subsequent breach of that or any other term, condition or provision hereof.

17. Prior Agreements Rescinded. All prior agreements between the parties or any two of them are hereby rescinded as of the date of this contract, except the Ballast Agreement between Lessee and Railroad of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

Frances Zehring

ESTATE OF HAROLD R. EYRICH

By Executor of the Estate of Harold R. Eyrich Deceased

BLANCHE EYRICH

"Lessors"

ATTEST:

Don Baker Secretary

GUERNSEY STONE CO.

By Homer A. Scott President

"Lessee"

ATTEST:

Secretary

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By Vice President

LOD RECD MAR 30 1999

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PERMIT

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STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON) ss.

On this 11th day of May, 1964, before me, a Notary Public in and for said County, personally appeared GEORGE A. BANGS----------, Executor of the Estate of Harold R. Myrich, and Blanche Myrich, Lessors in the foregoing Agreement of Lease, known to me to be the persons who executed said agreement as Lessors, and acknowledged that they executed said Agreement of Lease as Lessors and that such act was their free act and deed.

Witness my hand and Notarial Seal at Rapid City, South Dako on the date last above written.

Notary Public
My Commission expires June 9, 1968

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

On this 1st day of June, 1964, before me the undersigned, a Notary Public in and for said County, personally came Homer A. Scott, to me personally known, who being by me duly sworn, did say that he is the President of Guernsey Stone Co., a corporation, and acknowledged that he executed the foregoing Agreement of Lease as President of said corporation, that such instrument was

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the free act and deed of said corporation, that he authorized the corporate seal to be attached to said instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

Witness my hand and notarial seal at Sheridan, Wyoming on the date last above written

Jeannette D. Edwards
Notary Public
Commission Expires February 23, 1967

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 1st day of June, 1964, before me the undersigned, a Notary Public in and for said County, personally came E. L. Potarf, to me personally known, who being by me duly sworn, did say that he is the Vice President-Operation of the Chicago, Burlington & Quincy Railroad Co., a corporation, and acknowledged that he executed the foregoing Agreement of Lease as Vice President-Operation of said corporation, that such instrument was the free act and deed of said corporation, that he authorized the corporate seal to be attached to said instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors.

Witness my hand and notarial seal at Chicago on the date last above written.

Rudolph Harrer
Notary Public
My Commission Expires February 28, 1966

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RECD FEB 03, 2010

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L E A S E

THIS INDENTURE made the 9th day of March, 1950, between HAROLD R. EYRICH and BLANCHE EYRICH, husband and wife, hereinafter referred to as the "Lessors", and PETER KIEWIT SONS' CO., a Nebraska corporation, hereinafter referred to as the "Lessee",

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

(1) The Lessors hereby grant, demise, lease and convey to the Lessee, its successors or assigns, the following described mining claims, mines and quarries situated in Platte County, Wyoming, together with the appurtenances, to-wit:

All of the mining claims, mines and quarries owned by the Lessors, or either of them, which are situated in the South Half (½) of Section 25, and the Southeast Quarter (¼) of Section 26, Township 27 North, Range 66 West; said mining claims upon which said mines and quarries are located being known and described as Myrtle Placer, Myrtle Number 1 Placer, Patty, Patty Number 1, and Patty Number 2 in Section 25, and Patty Number 3 in Section 26. To have and to hold unto the Lessee, its successors or assigns, for the term of twenty (20) years from the date hereof, subject, however, to the option which is hereby granted to the Lessee, its successors or assigns, to extend said Lease for an additional term of Twenty (20) years upon the same terms and conditions and upon payment of the same royalties as are set out herein. Such option may be exercised by the Lessee, its successors or assigns, at any time prior to the expiration of this Lease.

(2) The Lessee, its successors or assigns, shall have the right to occupy and use said premises during the term of this lease and any extensions thereof for the purpose of conducting mining and quarrying operations thereon to any extent that it may deem advisable. Any stone or rock now located upon said premises which is either partially or completely processed may be removed, used or sold by the Lessee upon payment of the royalties fixed herein.

(3) The Lessee, its successors or assigns, shall have the right at the termination of this Lease, or any extension thereof, to remove from the

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leased premises any buildings, equipment and machinery that it may place upon such premises.

(4) As a part of this Lease, the Lessors hereby demise and lease to the Lessee, its successors or assigns, the following described property located in the Town of Guernsey, Wyoming:

Lots 5 and 6 in replat of Block 22 of original
Town of Guernsey, Platte County, Wyoming.

and agree that the Lessee, its successors or assigns, may occupy and use said premises during the full term of this Lease and any extensions thereof for the purpose of the storage of materials and equipment, the operation of a repair shop, and other uses connected with and incidental to the operation of the mines and quarries referred to herein, and that the Lessee shall not be required to pay any rental for the use of such premises, other than the royalties herein set out, and the annual taxes upon such property.

(5) The Lessee, its successors or assigns, shall have the right to assign this Lease and all of its rights hereunder.

(6) The Lessee agrees to use said leased premises for the purpose of operating a stone quarry thereon for the production, use and sale of stone and rock processed thereon, and purposes incidental thereto.

(7) The Lessee agrees that it, its successors or assigns, will pay to the Lessors, their heirs, executors, administrators or assigns, as rental for the use of said premises described herein the following royalties upon all stone or rock which it produces on and ships out of said premises:

- per ton on all rock or stone produced on and shipped out of said premises at a sale price of $1.10 per ton or less;
- per ton on all rock or stone produced on or shipped out of said premises at a sale price higher than $1.10 per ton.

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It is understood and agreed that the payment of such royalties shall constitute full payment to the Lessors, their heirs, executors, administrators, or assigns, for rental on the mining claims hereinbefore described, any quarries now located or hereafter to be located thereon, and on the building in Guernsey, Wyoming, hereinbefore described.

(8) The Lessee agrees to keep correct accounts of all rock produced and shipped by it from the leased premises, and to furnish to the Lessors monthly statements thereof. Payments of the royalties fixed herein shall be made within sixty (60) days of the time when the stone or rock upon which such royalties are due is shipped.

(9) The Lessee, its successors or assigns, shall deliver over said leased premises to the Lessors, their heirs, executors, administrators or assigns, at the termination of this Lease, or any extension thereof, in as good order and condition as it was in when the Lessee received it, except for usual wear and tear and the use to be made of such property by the Lessee as contemplated herein.

(10) The Lessee agrees that if the royalty payments to be made by it to the Lessors shall total less than [redacted] Dollars ([redacted]) during any year, the Lessee will pay to the Lessors sufficient additional sums so that the Lessors shall receive a minimum payment of [redacted] Dollars ([redacted]) for such years; provided, however, that any such payments made by the Lessee which are in excess of the royalty payments provided for in Paragraph number (7) hereof shall be considered as advance payments of royalty on stone or rock to be shipped from such leased premises thereafter and may be deducted by the Lessee from any future royalty payments that may thereafter become due and payable to the Lessors, their executors, heirs, administrators or assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

WITNESSES:

LESSORS:

Harold R Eyrich
HAROLD R. EYRICH

Blanche Eyrich
BLANCHE EYRICH

ATTEST:

LESSEE:
PETER KIEWIT SONS' CO.

By Homer A. Scott

STATE OF [illegible] }
COUNTY OF [illegible] } SS

On this 24th day of February, 1950, before me, a Notary Public in and for said County, personally appeared Harold R. Eyrich and Blanche Eyrich, Lessors in the foregoing Lease Agreement, known to me to be the persons who executed said agreement as Lessors, and acknowledged that they executed said Lease Agreement as Lessors and that such act was their voluntary act and deed.

Witness my hand and Notarial Seal at [illegible] on the date last above written.

Notary Public

STATE OF Wyoming }
COUNTY OF Sheridan } SS

On this 9 day of March, 1950, before me, the undersigned, a Notary Public in and for said County personally came Homer A. Scott, known to me to be the Vice President of Peter Kiewit Sons' Co., a corporation, and acknowledged that he executed the foregoing Lease Agreement as ~~Vice President~~ of said corporation and that such act was his voluntary act and deed as Vice President of said corporation, and that he authorized the corporate seal to be attached to said instrument.

Witness my hand and notarial seal at Sheridan, Wyo. on the date last above written.

My Commission expires [illegible] 20, 1953

Notary Public

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State of Wyoming Military Department
Office of the Adjutant General
5500 Bishop Boulevard
Cheyenne, Wyoming 82009-3320

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OFFICE

AGREEMENT

This Agreement is entered into on the 1st day of November, 1997, by and between the State of Wyoming, acting by and through The Adjutant General, Military Department, State of Wyoming, hereinafter designated LESSOR and the Guernsey Stone and Construction Company of Sheridan, Wyoming, hereinafter designated LESSEE, relative to LESSOR land located in Section 36, Township 27 North, Range 66 West of the 6th Principal Meridian, and more particularly described as follows, to-wit:

> Beginning at the Northwest corner of said Section 36; thence running due East along the North section line of said Section 36 for a distance of 1314.87 feet; thence running due South for a distance of 682.6 feet; thence running South 63°9′ West for a distance of 277.22 feet; thence running South 26°36′ East for a distance of 1246.8 feet; thence running southwest along the old Sunrise Highway for a distance of 1742 feet; thence running due North along the West section line of Section 36 for a distance of 1870 feet to the point of beginning; containing 52.2;. acres, more or less.

WITNESSETH:

WHEREAS, for their mutual benefit, LESSOR and LESSEE desire to continue the lease Agreement last entered into on the 1st day of September, 1992, regarding the above-described land.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the parties do agree as follows:

1. GRANT OF LEASE; TERM

The LESSOR hereby demises and leases to LESSEE the above-described land, subject to all of the terms and conditions hereof, for the purposes of providing an access road permitting ingress and egress to the lands described above and for a reject fines stockpile area and associated sediment retention pond to be constructed thereon. This Agreement shall be for a period of five (5) years, commencing on the 1st day of November, 1997, and terminating on the 31st day of August, 2002, the date of signature by the parties notwithstanding, and unless earlier terminated as provided herein.

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2. CONSIDERATION

a. As consideration for this Agreement, LESSEE shall provide to LESSOR reject fines material from the said stockpile area on a no-cost basis to the LESSOR. LESSEE shall not be obligated to provide any amount in excess of the actual material on hand at said stockpile area.

b. As further consideration, LESSEE agrees to care for and maintain said land consistent with the described purposes in this Agreement and without unnecessary degradation to the present state of said lands.

c. The LESSOR reserves the right of ingress and egress to said land. LESSEE further agrees to permit LESSOR, its officers, agents and employees to the extent that such access and use does not unreasonably interfere with the rights granted to LESSER hereunder, the unlimited access and use of the said premises to which this Agreement pertains.

3. PURPOSE/USE

The LESSEE will have the right to use said property to stockpile reject fines material and construct a sediment retention pond, which shall be in compliance with Federal storm water runoff requirements. LESSEE also has the right to use of an access road on said property for access to the stockpile area. LESSEE hereby acknowledges the title of the LESSOR to the above-described land and agrees never to assail, resist, claim or deny such title nor to claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this Agreement, or LESSEE's occupancy or use hereunder.

4. PERMITS; INSPECTION OF WORK

LESSEE shall secure, at its own expense, all required permits and/or licenses, whether state, county, or municipal, which it is required to have by law, before commencing work on the property subject to this Agreement. It shall be LESSEE's responsibility to determine which licenses and/or permits are required to perform such work.

5. PROTECTION OF PERSONS AND PROPERTY

LESSEE shall be responsible for initiating, maintaining, and supervising all safety precautions; and programs in connection with any construction, operation or maintenance undertaken on said property. LESSEE shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or Loss to any of its employees or other persons who may be affected, and to any other property at the site which is the subject of this Agreement, whether belonging to LESSEE or others.

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LESSEE shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by it, or any one directly or indirectly employed by it, or by any one for whose acts it may be liable, shall be remedied by LESSEE.

6. INDEMNIFICATION

For any damage caused by an act of LESSEE, or its agents or employees, LESSEE assumes and accepts responsibility and liability for the repair or indemnity of any damage occurring to the said property during the term of this Agreement and any extensions thereof. LESSEE further agrees to surrender the said land at the expiration of said term, or any renewal, in as good condition as existing before commencement of the term, reasonable use and damages by the elements excepted.

7. ASSIGNMENTS

LESSEE agrees that this Agreement is personal to it and shall not inure to the successors or assigns of LESSEE, and LESSEE further agrees that it shall not enter into any assignments, leases, subcontracts or agreements, of any form or nature whatsoever, with respect to the property subject hereto, without the prior written consent of the LESSOR. LESSEE further agrees not to allow any other person to occupy the property or any part thereof without first obtaining the prior written consent of the LESSOR.

8. COMPLIANCE WITH LAWS AND REGULATIONS

In all operations conducted pursuant to this Agreement on the subject property, LESSEE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such operation including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the LESSOR to terminate this Agreement immediately upon delivery of written notice of termination to LESSEE.

9. CHANGES IN RULES, REGULATIONS, OR STATUTES

In the event that there is a revision of State and/or Federal regulations, rules or statutes which might make this Agreement, or the terms and provisions herein, void or unenforceable, the parties hereto will review the Agreement and make a good faith effort to renegotiate those terms necessary to bring the Agreement into compliance with the now State or Federal regulations, rules or statutes.

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RECD FEB 03, 2016

If the parties are unable to agree on the new terms, this Agreement may be terminated at the option of either party in accordance with the provisions for termination otherwise provided for in this Agreement.

10. EARLY TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party. For purposes of early termination, notice may be sent by LESSEE as follows:

ADJUTANT GENERAL'S OFFICE
5500 BISHOP BLVD.
CHEYENNE, WY 82009-3320

For purposes of early termination's notice may be sent by the LESSOR to LESSEE as follows:

R. David Jennings
Quarry operations Manager
Guernsey Stone and Construction Company
1000 Kiewit Plaza
Omaha, Nebraska 68131

Prior to any termination of this Agreement by either party, the opposite party shall have thirty (30) days from the end of the notice to correct any actions or deficiencies in a good faith manner.

11. DEFAULT AND REMEDY; TERMINATION

The failure of either party, or its personnel, to abide any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not promptly corrected by the defaulting party upon receipt of a notice of deficiency and request for compliance from the other party. In the event of a default, the non-defaulting party may cancel this Agreement by sending written notice of cancellation to the defaulting party at its address first written above. If such default shall continue for thirty(30) days after service of the written notice thereof by the non-defaulting party, then the non-defaulting party may forthwith terminate and cancel the Agreement.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be constructed to be modification of the term of this Agreement unless stated to be such in writing, signed by an authorized representative of the non-defaulting party.

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12. REMOVAL OF PROPERTY

On revocation,, surrender by LESSEE of the premises, or other termination of this Agreement, LESSEE shall quietly and peaceable surrender use of the land covered by this Agreement in as good condition as same was at the time of LESSEE's first entry onto the property. Any sediment retention pond constructed pursuant to this Agreement shall be backfilled and reclaimed using available natural vegetative cover. LESSEE also agrees to remove all stockpiled material and debris from the stockpile area, described above, upon expiration or termination of this Agreement.

13. PRESERVATION OF OTHER REMEDIES

The rights and remedies of the parties provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

14. MOBILIZATION

In the event of military necessity or emergency or mobilization of the LESSOR into Federal service pursuant to the provisions of U.S.C. Sections 331, 332, 333, 672, 673, 3500 and 8500, or upon order of the Governor of the State of Wyoming directing the LESSOR to enforce the provisions of W.S. 19-2-406 and/or W.S. 19-2-407, the LESSOR may terminate this Agreement. The LESSEE shall immediate quit and vacate said property giving complete and absolute possession and use of said property to the LESSOR. LESSOR shall be the sole judge of the existence of military necessity or emergency.

It is further agreed that LESSOR may interrupt and restrict LESSEE's use Of the said property at any time such use will interfere with or will hinder training of the National Guard. In such event LESSOR will notify LESSEE thirty (30) days in advance of the date(s) that it intends to use said property, and LESSEE shall quietly surrender its use during the period (s) of such training.

15. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof as well as any previous agreements presently in effect between LESSEE and the LESSOR relating to the subject matter here of.

LQD RECD MAR 30
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16. RENEWAL AND EXTENSION

LESSEE shall have full rights to renewal of this Agreement on a year-to-year basis, but not to exceed a maximum of five (5) years for renewal purposes, under the same or similar terms as are set forth in this Agreement.

17. REQUIREMENT OF A WRITING

Any alteration,, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

18. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason hold to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

19. SOVEREIGN IMMUNITY

The LESSOR specifically reserves any claims it may have to sovereign immunity an a defense to an action arising in conjunction with this Agreement, to the extent provided by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

MILITARY DEPARTMENT, STATE OF WYOMING

by _____
The Adjutant General

GUERNSEY STONE AND CONSTRUCTION COMPANY

by _____
President
(Position)

6/30/09

RECD MAR 30 1999
TFN 3 31/193
PERMIT 2

TFN 6 2/025
RECD FEB 03,2016

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing agreement was acknowledged before me this 7 day of November, 1997, by _____, the _____ of Guernsey Stone and Construction Company, for and on behalf of the Guernsey Stone and Construction Company.

Witness my hand and official seal.

GENERAL NOTARY-State of Nebraska
RITA A. KALKOWSKI
My Comm. Exp. Dec. 27, 1998

Rita A. Kalkowski
Notary Public

My Commission Expires: 12-27-98

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing agreement was acknowledged before me this 9 day of ~~November~~ DECEMBER, 1997, by Ed Boenisch, Adjutant General for the Military Department of the State of Wyoming, on behalf of the Military Department and the State of Wyoming.

Witness my hand and official seal.

Notary Public

My Commission Expires: 3/10/99

County of Laramie State of Wyoming
My Commission Expires Mar 10, 99

LQD RECD MAR 30
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SG-1606

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STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
SAND AND GRAVEL LEASE

WYO. STATE LAND & FARM LOAN OFFICE

1. THIS MEMORANDUM OF AGREEMENT, is entered into this 3rd day of April 1996 by and between the State of Wyoming, Board of Land Commissioners, as LESSOR, and Guernsey Stone and Construction Company as LESSEE.

2. The LESSOR hereby grants unto LESSEE, its successors, or assigns, authority to explore for, extract, and remove sand and gravel from the following described land, to-wit:

   11.43 Acres in Lot 3 Section 36 T27N-R66W, 6th P.M., Platte County, Wyoming

3. The term of this lease shall be two (2) years, commencing on the 5th day of April 1996.

4. In consideration for the grant of this lease, LESSEE agrees to pay the LESSOR royalties at the rate of fifty cents (50¢) per ton for all sand and gravel removed by LESSEE under the terms of this lease. LESSOR reserves the right to increase the royalty rate during the term of this lease.

5. LESSEE shall have the right to enter upon and use so much of the surface of lease premises as is necessary and incidental to the exploration, extraction, and removal performed by LESSEE under this lease, provided that the LESSEE shall fully protect the rights of all lessees under agricultural or grazing leases, which are in effect, or shall be hereafter granted by LESSOR, for the same land as is the subject of this lease. LESSEE further agrees to:

   a. Fence the pit from which the sand and gravel is removed, erect and keep closed gates in all fences in which openings may be made, close and keep covered all holes or open cuts for the protection of stock grazing on the premises;

   b. Avoid and prevent the contamination of any living water upon the land;

   c. Fully indemnify any tenant, lessee, purchaser, or other person holding under the LESSOR, should LESSEE or any person holding from, by, or under the LESSEE destroy or injure any crop, building, or other property or improvement on lease premises, in a sum as may be mutually agreed upon by the parties, or if agreement is not reached, by the LESSOR;

   d. Comply fully with the Wyoming Weed and Pest Act, W.S. 11-5-102 et.seq., in regard to control of noxious weeds.

   e. Hold the LESSOR harmless from any responsibility for any and all claims for damages whatsoever which may be incurred by reason of the action of the LESSOR in the granting of this lease.

6. LESSEE further covenants and agrees to submit quarterly reports verified under oath showing the number of tons of sand and gravel removed during each three month period which reports the LESSEE agrees to render and transmit to the State Land & Farm Loan Office, Cheyenne, Wyoming, on or before the twentieth (20th) day of each month following the period covered, such reports to be rendered whether or not there was any borrow material removed from the land.

7. LESSEE further covenants and agrees that it will fully pay, when they fall due, all bills for machinery, lumber, timber and other materials; all wages for labor, and all other demands caused by its operations hereunder on said described land, so that no laborers' or other mechanics' liens, attachments, or liens of any character shall arise against said land.

8. It is expressly understood and agreed by and between the signatory parties, their successors or assigns, that if default shall be made in any of the covenants and agreements herein contained, to be kept and performed by LESSEE, its successors or assigns, the LESSOR shall serve notice in writing on the LESSEE, either by personal service or by registered mail of such default, and if the said LESSEE shall fail to perform the covenants and agreements of this lease so defaulted in within thirty days from the date said notice is served personally, or from the date said notice is mailed by registered mail, then the LESSOR may declare this lease canceled and re-enter into the premises or any part thereof; and in case of default in and of any of the covenants or agreements herein contained, by the LESSEE, upon thirty days notice by the LESSOR to the LESSEE that this lease has been declared canceled, the LESSEE hereby agrees to surrender

LQD RECD MAR 30 1999 TFN 3 2/193 PERMIT

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RECD FEB 03, 2016

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the peaceful and uninterrupted possession of the premises to the LESSOR; and that neither the LESSEE nor its legal representatives, nor assigns will permit any loss, or permit or cause to be permitted any waste or destruction in, to or upon said premises or any part thereof, nor remove any improvements placed thereon without the consent of the LESSOR.

9. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that the lease premises shall be maintained in a condition acceptable to the LESSOR at all time, and further, the LESSEE agrees to comply fully with the Wyoming Environmental Quality Act, W.S. 35-11-101 et.seq., and that the obligation for reclamation to a condition acceptable under said act, and to the LESSOR for any land disturbance by the LESSEE, will be the sole responsibility of the LESSEE. LESSEE agrees to indemnify the LESSOR for any costs arising out of a default by the LESSEE under this paragraph.

10. It is expressly understood and agreed by and between the signatory parties hereto that no assignment of this lease shall be made by the LESSEE except with the consent and approval of the LESSOR.

11. It is expressly understood and agreed by and between the signatory parties, their successors or assigns that this lease is to be construed under the provisions of the laws of the State of Wyoming; and at the expiration of this lease by limitation, forfeiture or otherwise, the LESSEE agrees to remove all improvements from the land described herein without cost to the LESSOR.

12. It is further understood that this lease is issued subject to rescindment and termination at the option of LESSOR if the lease premises are offered for sale.

STATE OF WYOMING
Board of Land Commissioners

James G. Magnus
Director, State Land & Farm Loan Office
Secretary for the Board

LESSEE: GUERNSEY STONE AND CONSTRUCTION COMPANY

Jack Perkins
Witness

Harold Anderson
By

EXAMINED:
Approved by Board: APR 3 1998

LQD RECD MAR 30 1999
TFN 3 31 193
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.E OF WYOMING

APPLICATION FOR SAND AND GRAVEL LEASE

TO THE COMMISSIONER OF PUBLIC LANDS, STATE OF WYOMING, CHEYENNE:

In accordance with the Laws of the State of Wyoming and the Rules and Regulations governing the issuance of Sand and Gravel Leases made and established by the Board of Land Commissioners, application is hereby made for such lease on the following described State lands, to-wit:

Description of Subdivision of Section	Section	Township	Range	Acres
Lot 3	36	27N	66W	11.43

Located in Platte County Wyoming

1. Name Guernsey Stone and Construction Company Address

Box ~~or Street No.~~ 339

City of Guernsey State of Wyoming 82214

SIGN Craig Pfingsten
Attorney-In-Fact

(If a firm or association give all names and addresses of interested parties)

2. If a corporation, fill out the following:

Organized under the Laws of the State of Wyoming

Is qualified under Wyoming Laws to transact business in Wyoming and is now in good standing.

Yes X No ..... Name of Resident Agent Harold Anderson

Address PO Box 339, Guernsey, WY 82214

3. I am a bonafide resident of the State of Wyoming

4. I do (~~do not~~) hold a lease of this type from the State of Wyoming.

List number of lease, type and location SG-1606, same location as above.

5. I have caused a personal examination of the above lands to be made by

Harold Anderson on March 18, 1998

..... and found the lands to be in the following condition:

and improvements located thereon as follows: Limestone rock is mined from this land as well as other locations as business requires.

6. The improvements are owned by N/A

7. The above lands are in the possession of State of Wyoming

8. Estimate of amount of Limestone to be removed: 5,000 to 10,000 tons over the lease term

Show location of area where removal will take place on enclosed plat. (see prior applications)

9. I remit herewith $ 25.00 to cover the fees.

IMPORTANT: This application cannot be considered prior to receipt of above remittance.

REMITTANCE TO ACCOMPANY APPLICATION: ~~$10.00~~ $25 Filing Fee

LOD RECD MAR 30 1998
TFN 3 3/193
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LEASE TERM: : TWO (2) YEARS

ROYALTY RATE: : 50¢ PER TON SAND AND GRAVEL/$1.00 PER TON RIP RAP/ 9¢ PER CUBIC YARD BORROW

PRODUCTION REPORTS: : DUE EVERY THREE (3) MONTHS, BY THE 5TH DAY OF THE MONTH & DELINQUENT AFTER 20TH DAY OF THE MONTH. A MINIMUM OF $100.00 PENALTY PLUS 15% PER ANNUM WILL BE ASSESSED ON THE AMOUNT DUE FOR ANY MATERIAL REMOVED IF REPORTS ARE NOT FILED TIMELY.

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TFN 6 2/025
RECD FEB 03,2016

SURFACE LANDOWNERS'S CONSENT

I, BUREAU OF LAND MANAGEMENT _ _____, CERTIFY that I hold surface rights on certain lands on which BUREAU OF LAND MANAGEMENT _____ holds mineral estate rights, on the following lands:

LOT 4, Section 25, T. 27 N., R. 66 W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

I have examined the mining plans and reclamation plan prepared by GUERNSEY STONE COMPANY in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT of 1973 as amended, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 15 day of December, 1990.

Bureau of Land Management
Surface Landowner
by Dean Rhea acting Dist

Witness:

Shawn L. Lynch

Silas R. Stoll

LGD RECD MAR 30 1999
TFN 3 31/193
PERMIT

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TFN 6 2/025
RECD FEB 03,2016

SURFACE LANDOWNERS'S CONSENT

I, BUREAU OF LAND MANAGEMENT _____, CERTIFY that I hold surface rights on certain lands on which BUREAU OF LAND MANAGEMENT holds mineral estate rights, on the following lands:

LOT 6 partial, Section 25, T. 27 N., R. 66 W. 6 P.M.

(described on attached, Section _____, T. ____ N., R. ____ W. 6 P.M.

exhibit A as "Parcel 2", Section _____, T. ____ N., R. ____ W. 6 P.M.

limited to 4.87 ac.) Section _____, T. ____ N., R. ____ W. 6 P.M.

I have examined the mining plans and reclamation plan prepared by GUERNSEY STONE COMPANY in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT of 1973 as amended, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 1st day of September, 1998.

BLM [signature]
Surface Landowner

Witness:

[signature]

_____

LQD RECD MAR 30 1999
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PERMIT 2

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TFN 6 2/025
RECD FEB 03,2016

Exhibit "A"
(legal description)

Guernsey Stone Company
Permit Boundary Modification
BLM Parcels Lot 6 (Partial)
Parcel 2 Located in Section 25, T27N, R66W

From the Northwest corner Lot #11,
Azmuth = 89.699 degrees
Distance = 393.450 feet
to Point of Beginning (Point 1)
which is the north edge of the existing trail

Point	To	Point	Azmuth (degrees)	Distance (feet)
1	to	2	39.974	29.827
2	to	3	31.608	49.758
3	to	4	17.102	44.338
4	to	5	3.095	24.158
5	to	6	356.347	61.408
6	to	7	24.103	27.141
7	to	8	60.154	45.851
8	to	9	75.379	46.490
9	to	10	91.569	47.611
10	to	11	89.293	105.625
11	to	12	89.284	104.322
12	to	13	87.735	115.487
13	to	14	102.593	62.794
14	to	15	106.976	64.758
15	to	16	94.289	26.152
16	to	17	90.000	31.294
17	to	18	74.521	43.972
18	to	19	62.190	67.076
19	to	20	64.871	104.357
20	to	21	179.258	306.280
21	to	1	269.699	905.186

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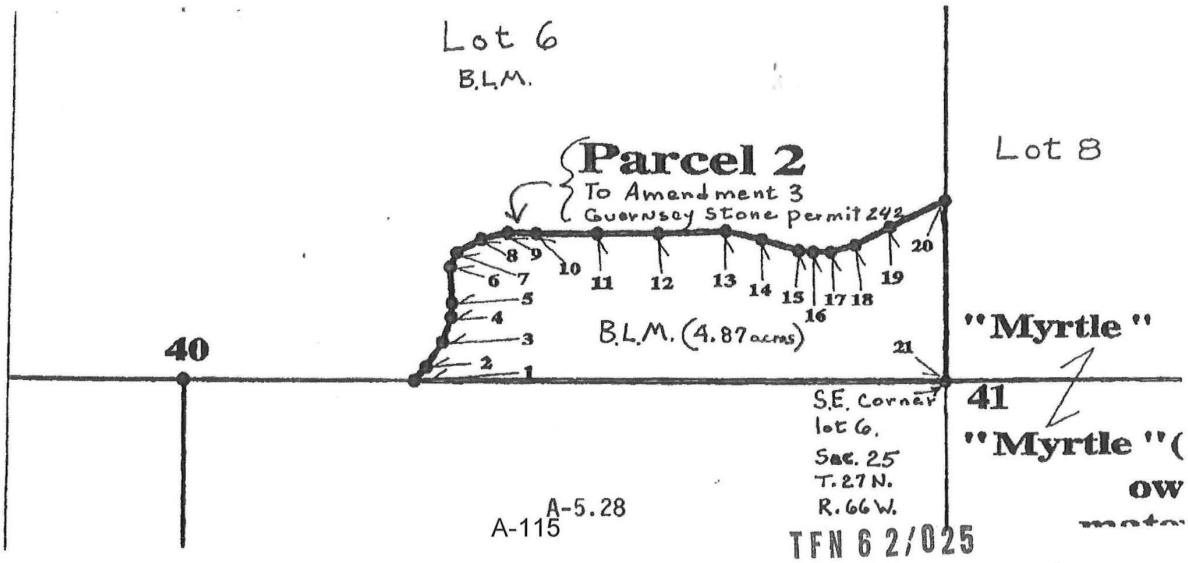
Total Area; Parcel 2 =	4.87 acres



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TFN 6 2/025
RECD FEB 03, 2016

SURFACE LANDOWNERS'S CONSENT

I, WYOMING ARMY NATIONAL GUARD, CERTIFY that I hold surface rights on certain lands on which WYOMING ARMY NATIONAL GUARD holds mineral estate rights, on the following lands:

W½, NW¼, Section 36, T. 27 N., R. 66 W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

_____, Section _____, T. ____ N., R. ____ W. 6 P.M.

I have examined the mining plans and reclamation plan prepared by GUERNSEY STONE COMPANY in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT of 1973 as amended, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 14th day of December, 1984.

Surface Landowner
Ass't Adj Gen - State Affairs

Witness:

LQD RECD MAR 30 1999
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TFN 6 2/025
RECD FEB 03, 2016

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0103
Expires: October 31, 1992

Office: Platte River Resource Area

Contract Number: WYW127597

CONTRACT FOR THE SALE OF UNITS OF MATERIALS
(APPRAISED AT $2,000 OR MORE)

THIS AGREEMENT, made this day of February, 19 94, (hereinafter called the "effective date"), under authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601-604), and the regulations thereunder set forth in 43 CFR, Group 3600, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Bureau of Land Management (hereinafter called the "Authorized Officer"), and

Guernsey Stone Construction Company
P. O. Box 3049
Sheridan, Wyoming 82801
(hereinafter called the "Purchaser").

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. *Contract area* – The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all the mineral materials described in Sec. 2 below, for severance, extraction, or removal, which is more or less, on the following-described lands situated in the County of Platte, State of Wyoming, as shown on the mining plan marked "Exhibit C," attached hereto and made a part hereof, viz:

Township 27 North, Range 66 West, Section 25, Lot 10 (portion) 6th Meridian,

containing 0.7 acres, more or less.

Sec. 2. *Amount and price of materials* – The total purchase price shall be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Limestone	7,500 cubic yd	as sold	as sold
Broken Limestone	broken limestone = 1.59 ton/cu yd	$0.50/ton	$0.50/ton
reject and/or fines	11,925 tons LS	$0.25/ton	$0.25/ton
TOTAL			

Determination by the Authorized Officer of the quantity of materials taken shall be binding on Purchaser subject to appeal only as provided in Sec. 8.

Sec. 3. *Payments, passage of title, risk of loss, reappraisals* – Title to materials sold hereunder shall pass to Purchaser only upon severance or extraction of and proper payment for such materials. No part of the materials sold hereunder shall be severed, extracted, or removed by Purchaser until advance payment for such materials has been made in accordance with the following:

(a) Unless materials sold under this contract are paid for in full in advance, payment for materials shall be made in installments of not less than $ value of material. An initial payment equivalent to two installments must be paid prior to commencement of severance or extraction of materials hereunder. The first installment of this initial payment shall be paid prior to approval of this contract and the second installment shall be paid prior to commencement of removal operations hereunder.

(b) Each additional installment shall become due and payable without prior notice to Purchaser whenever the value of materials severed or extracted hereunder shall equal the sum of the second and subsequent installments already paid by Purchaser. The first installment shall be retained as additional security for the full and faithful performance of this contract by Purchaser, and shall be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price shall equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the "total price," will be the value of material remaining to be severed or extracted. Each installment shall be held in suspense until the quantity of materials covered thereby has been determined. The total purchase price *must be paid prior to sixty (60) days before expiration date of the contract.*

If any additional installment payment is not made by the time required under this section, operations under contract shall be suspended immediately and no materials may be removed from contract area during the period of such suspension. Materials severed, extracted, or removed during any such period of suspension shall be deemed taken in trespass and be charged to and paid for by Purchaser at triple the unit contract price therefor, or at triple the reappraised unit price if a reappraisal has been made. Resumption of taking will be authorized, in writing, by the Authorized Officer only after such required payments have been made.

(c) Purchaser shall assume complete risk of loss for all materials, title to which has passed. If material covered by this contract, title to which has not passed, is damaged or destroyed,

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RECD FEB 03, 2016

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Form 3600-5
(December 1989)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT
98 MAY 20 AM 10

FORM APPROVED
OMB NO. 1004-0103
Expires: October 31, 1992

Office: Platte River Resource

Contract Number: WYW144745

CONTRACT FOR THE SALE OF UNITS OF MATERIALS
(APPRAISED AT $2,000 OR MORE)

THIS AGREEMENT, made this 6th day of May, 19 98, (hereinafter called the "effective date"), under authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601–604), and the regulations thereunder set forth in 43 CFR, Group 3600, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Bureau of Land Management (hereinafter called the "Authorized Officer"), and

LQD RECD MAR 30 1999 TFN 3 31193 PERMIT
LQD RECD 1999 TFN 3 31193 PERMIT

(hereinafter called the "Purchaser").

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. *Contract area* – The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all the mineral materials described in Sec. 2 below, for severance, extraction, or removal, which is more or less, on the following-described lands situated in the County of Platte, State of Wyoming as shown on the mining plan marked "Exhibit C," attached hereto and made a part hereof, viz:

Township , Range , Meridian,

T. 27 N., R66 W., Sections 25 & 26

Sections 25, Lot 4and Section 26 Lots 2 & 3.

containing 5 acres, more or less.

Sec. 2. *Amount and price of materials* – The total purchase price shall be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Limestone Broken Limestone Fines	~~100,000 cu. yds.~~ 76,320 ton	as Sold $0.25/ton	As Sold ~~$25,000.00~~ $38,160/ton
TOTAL			

Determination by the Authorized Officer of the quantity of materials taken shall be binding on Purchaser subject to appeal only as provided in Sec. 8.

Sec. 3. *Payments, passage of title, risk of loss, reappraisals* – Title to materials sold hereunder shall pass to Purchaser only upon severance or extraction of and proper payment for such materials. No part of the materials sold hereunder shall be severed, extracted, or removed by Purchaser until advance payment for such materials has been made in accordance with the following:

(a) Unless materials sold under this contract are paid for in full in advance, payment for materials shall be made in installments of not less than value of materials. An initial payment equivalent to two installments must be paid prior to commencement of severance or extraction of materials hereunder. The first installment of this initial payment shall be paid prior to approval of this contract and the second installment shall be paid prior to commencement of removal operations hereunder.

(b) Each additional installment shall become due and payable without prior notice to Purchaser whenever the value of materials severed or extracted hereunder shall equal the sum of the second and subsequent installments already paid by Purchaser. The first installment shall be retained as additional security for the full and faithful performance of this contract by Purchaser, and shall be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price shall equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the "total price," will be the value of material remaining to be severed or extracted. Each installment shall be held in suspense until the quantity of materials covered thereby has been determined. The total purchase price ~~must be paid prior to sixty (60) days before expiration date of the contract.~~ as run over the scales.

If any additional installment payment is not made by the time required under this section, operations under contract shall be suspended immediately and no materials may be removed from contract area during the period of such suspension. Materials severed, extracted, or removed during any such period of suspension shall be deemed taken in trespass and be charged to and paid for by Purchaser at triple the unit contract price therefor, or at triple the reappraised unit price if a reappraisal has been made. Resumption of taking will be authorized, in writing, by the Authorized Officer only after such required payments have been made.

(c) Purchaser shall assume complete risk of loss for all materials, title to which has passed. If material covered by this contract, title to which has not passed, is damaged or destroyed,

TFN 6 2/025
RECD FEB 03, 2016

Form 3600-5
(December 1989)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT
98 MAY 20 AM 9:58

FORM APPROVED
OMB NO. 1004-0103
Expires: October 31, 1992

Office: Platte River Resource

Contract Number: WYW144744

CONTRACT FOR THE SALE OF UNITS OF MATERIALS
(APPRAISED AT $2,000 OR MORE)

THIS AGREEMENT, made this 6th day of May, 1998, (hereinafter called the "effective date"), under authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601–604), and the regulations thereunder set forth in 43 CFR, Group 3600, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Bureau of Land Management (hereinafter called the "Authorized Officer"), and

LQD RECD MAR 30 1999
TFN 3 31193
PERMIT

(hereinafter called the "Purchaser").

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. *Contract area* – The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all the mineral materials described in Sec. 2 below, for severance, extraction, or removal, which is more or less, on the following-described lands situated in the County of Platte, State of Wyomihgn as shown on the mining plan marked "Exhibit C," attached hereto and made a part hereof, viz:

Township T. 27 N, Range R. 66 W., Sections 25 & 26 6th Principal Meridian,

Section 26 lots 2 & 3, Section 25, lot 4

containing 5 acres, more or less.

Sec. 2. *Amount and price of materials* – The total purchase price shall be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Limestone Broken limestone reject	~~100,000 Cu yard~~ 76,320 Ton	as sold $0.50/ton	As sold ~~$50,000.00~~ $38,160.00
TOTAL			

Determination by the Authorized Officer of the quantity of materials taken shall be binding on Purchaser subject to appeal only as provided in Sec. 8.

Sec. 3. *Payments, passage of title, risk of loss, reappraisals* – Title to materials sold hereunder shall pass to Purchaser only upon severance or extraction of and proper payment for such materials. No part of the materials sold hereunder shall be severed, extracted, or removed by Purchaser until advance payment for such materials has been made in accordance with the following:

(a) Unless materials sold under this contract are paid for in full in advance, payment for materials shall be made in installments of not less than Value of material. An initial payment equivalent to two installments must be paid prior to commencement of severance or extraction of materials hereunder. The first installment of this initial payment shall be paid prior to approval of this contract and the second installment shall be paid prior to commencement of removal operations hereunder.

(b) Each additional installment shall become due and payable without prior notice to Purchaser whenever the value of materials severed or extracted hereunder shall equal the sum of the second and subsequent installments already paid by Purchaser. The first installment shall be retained as additional security for the full and faithful performance of this contract by Purchaser, and shall be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price shall equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the "total price," will be the value of material remaining to be severed or extracted. Each installment shall be held in suspense until the quantity of materials covered thereby has been determined. The total purchase price ~~must be~~ paid ~~prior to sixty (60) days before expiration date of the contract.~~ as ran over the scales.

If any additional installment payment is not made by the time required under this section, operations under contract shall be suspended immediately and no materials may be removed from contract area during the period of such suspension. Materials severed, extracted, or removed during any such period of suspension shall be deemed taken in trespass and be charged to and paid for by Purchaser at triple the unit contract price therefor, or at triple the reappraised unit price if a reappraisal has been made. Resumption of taking will be authorized, in writing, by the Authorized Officer only after such required payments have been made.

(c) Purchaser shall assume complete risk of loss for all materials, title to which has passed. If material covered by this contract, title to which has not passed, is damaged or destroyed,

30 9 242

TFN 6 2/025
RECD FEB 03, 2016

Form 3600-5
(July 1994)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0103
Expires: May 31, 1996

Office Platte River Resource Area

Contract Number WyW 145 336

CONTRACT FOR THE SALE OF UNITS OF MATERIALS
(APPRAISED AT $2,000 OR MORE)

This AGREEMENT, made this 1 day of, September 1998, (hereinafter called the "effective date"), under authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601-604), and the regulations thereunder set forth in 43 CFR, Group 3600, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Bureau of Land Management (hereinafter called the "Authorized Officer"), and

Gurnsey Stone Construction Co.
P.O. Box 1009
Sheridan, Wy. 82801

(hereinafter called the "Purchaser").

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. *Contract area* - The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all the mineral materials described in Sec. 2 below, for severance, extraction, or removal which is more or less, on the following-described in lands situated in the County of as shown on the mining plan marked "Exhibit C," attached hereto and made a part hereof, viz:

State of Wyoming
Township 27 North Range 65 & 66 West 6th Meridian,

T.27 N. R. 65 W. Sec. 8, S1/2 SW1/4; Sec. 7, SE1/4 SE1/4 Portion, & Lot 14, Sec. 17 NW1/4 NW1/4, and NE1/4 of NW1/4; Sec. 18 SE1/4 NE1/4, Lots 1, 2, 6, 7, 9, & 10;
T.27N. R.66W Sec. 13 Lots 5, 5, 8, 10, 12 & 14;

containing acres, more or less.

Sec. 2. *Amount and price of materials* - The total purchase price shall be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Limestone	50,000/Ton	As Sold	As Sold
Broken Limestone (Dolomite)		$0.50/Ton	$25,000.00
	LQD RECD JAN 24.2001 TFN 3 31364 PERMIT		
TOTAL			$25,000.00

Determination by the Authorized Officer of the quantity of materials taken shall be binding on Purchaser subject to appeal only as provided in Sec. 8.

Sec. 3. *Payments, passage of title, risk of loss, reappraisals* - Title to materials sold hereunder shall pass to Purchaser only upon severance or extraction of and proper payment for such materials. No part of the materials sold hereunder shall be severed, extracted or removed by Purchaser until advance payment for such materials has been made in accordance with the following:

(a) ☐ **If this box is checked, payment for contract is made in full and subsections 3 (b) through 3 (d) do not apply to this contract.**

(b) Unless materials sold under this contract are paid for in full in advance, payment for materials shall be made in installments of not less than Value of the Materials. The first installment of payment shall be paid prior to approval of this contract and the second installment shall be paid prior to commencement of severance, extraction or removal of materials hereunder.

Each additional installment shall become due and payable upon notice to purchaser whenever the value of materials severed hereunder shall equal the sum of the second and subsequent installments already paid by Purchaser. The first installment shall be additional security for the full and faithful performance of this contract by Purchaser, and shall be applied in whole or in part to the last installment required hereunder to make the total contract price set forth in Sec. 2, above.

The total purchase price shall equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the "total price" will be the value of material remaining to be severed or extracted. Each installment shall be held in suspense until the quantity of materials covered thereby has been determined. The total purchase price ~~must be~~ paid ~~prior to sixty (60) days before the expiration date of the contract.~~ as ran over the scales.

If any additional installment payment is not made by the time required under this section, operations under contract shall be supended immediately and no materials may be removed from contract area during the period of such suspension. Materials severed, extracted, or removed during any such period of suspension shall be deemed taken in trespass and be charged to and paid for by Purchaser at triple the unit contract price therefor, or at triple the reappraised unit price if a reappraisal has been made. Resumption of taking will be authorized, in writing, by the Authorized Officer only after such required payments have been made.

(d) Purchaser shall assume complete risk of loss for all materials, title to which has passed. If material covered by this contract, title to which has not passed, is damaged or destroyed, Purchaser shall be liable for all loss suffered if Purchaser, his contractors, or subcontractors, or employees of any of them, are directly or indirectly responsible for the damage. If such material is damaged or destroyed without fault on their part, Purchaser, shall be liable for loss sustained to the extent that it is caused by his failure to sever, extract, or remove the damaged material under the circumstances and terms of this contract except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

(Reverse)

11/07/03 242

TFN 6 2/025
RECD FEB 03, 2016

Form 3600-5
(July 1994)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CONTRACT FOR THE SALE OF UNITS OF MATERIALS
(APPRAISED AT $2,000 OR MORE)

FORM APPROVED
OMB NO. 1004-0103
Expires: May 31, 1996

Office: Platte River Resource Area

Contract Number: WYW 145998

This AGREEMENT, made this 1 day of, September 1998, (hereinafter called the "effective date"), under authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601-604), and the regulations thereunder set forth in 43 CFR, Group 3600, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Bureau of Land Management (hereinafter called the "Authorized Officer"), and

Guernsey Stone Construction Co.
P.O. Box 1009
Sheridan, Wy 82801

(hereinafter called the "Purchaser").

LQD RECD
JAN 24,2001
TFN 3 3/364
PERMIT

WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. *Contract area* - The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all the mineral materials described in Sec. 2 below, for severance, extraction, or removal which is more or less, on the following-described in lands situated in the County of as shown on the mining plan marked "Exhibit C," attached hereto and made a part hereof, viz:

State of Wyoming
Township 27 North Range 65 and 66 West 6th Meridian,

T. 27 N., R. 65 W., Sec. 8 S1/2 SW1/4, Sec. 7, SE1/4 SE1/4 (portions), and Lot 14;
Sec. 18 SE1/4 NE1/4, Lots #2, 6, 7, 9, & 10;
Sec. 17 NW1/4 NW1/4, and NE1/4 NW1/4.
T. 27 N., R. 66 W., Sec. 13 Lots #1, 5, 8, 12 & 14;

containing acres, more or less.

Sec. 2. *Amount and price of materials* - The total purchase price shall be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Limestone	50,000/Tons	As Sold	As Sold
Broken Limestone (Dolomite)		$0.25/Ton	$12,500.00
Fines			
TOTAL			$12,500.00

Determination by the Authorized Officer of the quantity of materials taken shall be binding on Purchaser subject to appeal only as provided in Sec. 8.

Sec. 3. *Payments, passage of title, risk of loss, reappraisals* - Title to materials sold hereunder shall pass to Purchaser only upon severance or extraction of and proper payment for such materials. No part of the materials sold hereunder shall be severed, extracted or removed by Purchaser until advance payment for such materials has been made in accordance with the following:

(a) ☐ **If this box is checked, payment for contract is made in full and subsections 3 (b) through 3 (d) do not apply to this contract.**

(b) Unless materials sold under this contract are paid for in full in advance, payment for materials shall be made in installments of not less than $ Value of the Material. The first installment of payment shall be paid prior to approval of this contract and the second installment shall be paid prior to commencement of severance, extraction or removal operations hereunder.

(c) Each additional installment shall become due and payable without prior notice to purchaser whenever the value of materials severed and hereunder shall equal the sum of the second and subsequent installments already paid by Purchaser. The first installment shall be retained as additional security for the full and faithful performance of this contract by Purchaser, and shall be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price shall equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the "total price" will be the value of material remaining to be severed or extracted. Each installment shall be held in suspense until the quantity of materials covered thereby has been determined. The total purchase price ~~must be paid prior to sixty (60) days before the expiration date of the contract.~~ as ran over the scales.

If any additional installment payment is not made by the time required under this section, operations under contract shall be supended immediately and no materials may be removed from contract area during the period of such suspension. Materials severed, extracted, or removed during any such period of suspension shall be deemed taken in trespass and be charged to and paid for by Purchaser at triple the unit contract price therefor, or at triple the reappraised unit price if a reappraisal has been made. Resumption of taking will be authorized, in writing, by the Authorized Officer only after such required payments have been made.

(d) Purchaser shall assume complete risk of loss for all materials, title to which has passed. If material covered by this contract, title to which has not passed, is damaged or destroyed, Purchaser shall be liable for all loss suffered if Purchaser, his contractors, or subcontractors, or employees of any of them, are directly or indirectly responsible for the damage. If such material is damaged or destroyed without fault on their part, Purchaser, shall be liable for loss sustained to the extent that it is caused by his failure to sever, extract, or remove the damaged material under the circumstances and terms of this contract except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

11/07/03 242

Continued on reverse)

TFN 6 2/025
RECD FEB 03, 2016

AMENDMENT TO ZONING ORDINANCE

Upon the application of **Harold Anderson and Guernsey Stone Company**, application was made for a change in the zoning of the land described below from it's current use of **Agricultural** to **Industrial**;

NOW UPON the recommendation of the Platte County Planning and Zoning Commission, and consideration of the undersigned County Commissioners, the zoning change is approved and the lands described as follows and the Platte County Zoning Ordinance is amended to change the zoning of the lands described below from **Agricultural** to **Industrial**:

DESCRIPTION OF LAND:

Portions of Section 7, 8, 17 and 18, Township 27 North, Range 65 West of the 6th P.M., Platte County, Wyoming; and portions of Section 13, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming, more particularly described as mining claims attached hereto as Exhibit "A".

CONDITIONS: The described property is approved for mining and production of crushed rock subject to the following conditions:

a. That upon the start of mining operations in the above described parcel, outside of the boundaries of the land permitted under # Guernsey ET 1062, the applicant shall fence the County road from State Highway 270 to the mine entrance and take over maintenance of that road at its own cost.
b. The applicant, Guernsey Stone Co., acknowledges responsibility to replace all water supplies that are contaminated, diminished, or interrupted as a result of mining activities at the Amendment 4 area of the Guernsey Stone Co.
c. To facilitate base line information, Guernsey Stone Co. will sample and monitor the domestic well at the Albert Martin residence located in the SW1/4NE1/4, Section 18, Township 27 North, Range 65 West of the 6th P.M. Sampling and monitoring shall be conducted prior to and during mining the Amendment 4 area to establish any affect of mining operations. Guernsey Stone Co. will take appropriate measures to correct damages when associated with mining activities in the Amendment area.
c. To initiate baseline of water quality in the Martin Well, the attached analysis sample #97-15696 as reported March 3, 1997 from Energy Laboratory Inc. of Casper, Wyoming, is attached to this document as Exhibit "B".

DATED this 13th day of April, 2000.

BOARD OF COUNTY COMMISSIONERS
PLATTE COUNTY, WYOMING

Chuck Frederick

Chuck Frederick, Chairman

Charles M Coleman

Charles M. Coleman, Commissioner

Alden H. Prosser

Alden H. Prosser, Commissioner

ATTEST:

Jean Dixon

Jean Dixon, Platte County Clerk

CERTIFICATE OF RECORD
STATE OF WYOMING, COUNTY OF PLATTE, SS:
I, Jean Dixon, County Clerk in and for the County of Platte, State of Wyoming, do hereby certify that the within, and for foregoing, is a full, true and correct copy of the original thereof as the same appears on file or of record in my office.
Witness my hand and seal this 18th day of May 2000.
Jean Dixon
Platte County Clerk
by Rhonda Gray
Deputy Clerk

A-5.35

LQD RECD
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PERMIT 11/07/03-242

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EXHIBIT "A"

Claim Name	Mineral Survey No.	Acres
Red Cloud	108	20.604
Homeward Bound	108	17.424
Blue Jacket	108	20.600
Fraction	108	16.332
Wash Fraction	108	6.589
Scotia	108	20.881
Yellow Jacket	108	20.861
Lone Tar	108	20.918
Lily D.	108	10.799
Pigment	108	20.758
"96"	108	17.104
Old Year	108	20.873
Hurley	482	21.797
Abeel	482	21.604
Deer Park (Lying West of Whalen Canyon Road)	482	20.994
	TOTAL	319.414
		(61.876)
		257.538

LQD RECD
JAN 24,2001
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RECD FEB 03,2016

ENERGY LABORATORIES, INC.
SHIPPING: 2393 SALT CREEK HIGHWAY • CASPER, WY 82601
MAILING: P.O. BOX 3258 • CASPER, WY 82602
E-mail: energy@trib.com • FAX: (307) 234 - 1639 • PHONE: (307) 235 - 0515 • TOLL FREE: (888) 235 - 0515

LABORATORY ANALYSIS REPORT - Weston Engineering

Sample ID:	Martin North
Laboratory ID:	97-15696
Sample Matrix:	Drinking Water
Sample Date/Time:	02-14-97 @ 09:30
Report Date:	March 3, 1997

Major Ions	Units	Results	Detection Limit
Calcium (Ca)	mg/L	59.1	1.0
Magnesium (Mg)	mg/L	27.0	1.0
Sodium (Na)	mg/L	9.6	1.0
Potassium (K)	mg/L	3.9	1.0
Sulfate (SO_4)	mg/L	69.0	1.0
Chloride (Cl)	mg/L	14.8	1.0
Nitrate + Nitrite as N (NO_3 + NO_2)	mg/L	2.34	0.10

Non-Metals			
Total Dissolved Solids @ 180°C (TDS)	mg/L	323	1.0
Conductivity	µmho/cm	547	1.0
Alkalinity as $CaCO_3$	mg/L	184	1.0
Hardness as total $CaCO_3$	grn/gal	15.1	-
pH	std. units	7.84	0.10

Trace Metals			
Iron (Fe)	mg/L	2.55	0.05

Quality Assurance Data			Target Range
Anion	meq	5.70	
Cation	meq	5.86	
WYDEQ A/C Balance	%	1.37	-5 - +5
Calc TDS	mg/L	309	
TDS A/C Balance	dec. %	1.05	0.80 - 1.20

LQD RECD
JAN 24.2001
TFN 3 3/364
PERMIT 11/07/03-242

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EXHIBIT

TFN 6 2/025
RECD FEB 03,2016

U

SPECIAL PERMIT

To Platte County Planning Commission

APPLICATION FOR HEARING BY THE Platte County Planning Commission

DATE OF APPLICATION Jan 24/2000

Harold Anderson	↓	Box 339 Guernsey Wy 82214
NAME OF APPLICANT	PHONE NO.	ADDRESS OF APPLICANT
Guernsey Stone Co.	(307) 836-2514	Box 339 Guernsey, WY 82214
NAME OF TITLE HOLDER	PHONE NO. 836-2249 FAX	ADDRESS OF TITLE HOLDER
x Harold Anderson Corp President		
SIGNATURE OF TITLE HOLDER		
NAME OF CONSULTANT	PHONE NO.	ADDRESS OF CONSULTANT

GENERAL LOCATION:

PROPERTY IS LOCATED IN THE Portions ~~XXXXXXXX~~ OF SECTION (s) 7, 8, 18

TOWNSHIP 27 NORTH, RANGE 65 & 66 WEST, AND LIES

T27N, R65W also a portion of Sections 12 and 13

T27N, R66W of the 6th P.M. Platte County

PRESENT LAND USE DISTRICT AND THE USE Agriculture

PROPOSED LAND USE DISTRICT OR THE USE Industrial

AREA OF SAID PROPERTY See location map.

LQD RECD JAN 24,2001 TFN 3 3/364 PERMIT 11/07/03·242

REQUIREMENTS FOR APPLICATION (IF CHECKED)

X 1. A MAP SHOWING THE BOUNDARY OF THE PARCEL OF PROPOSED REVISION WITH A SUPPLEMENTARY LINE SHOWING THE AMOUNT OF PROPERTY WITHIN ONE HUNDRED FORTY (140) FEET, NOT INCLUDING ANY INTERVENING STREET.

X 2. THE LEGAL NAMES AND ADDRESSES OF ALL PROPERTY OWNERS WITHIN ONE HUNDRED FORTY (140) FEET OF THE BOUNDARIES OF THE PARCEL OR PROPOSED REVISION.

X 3. A LEGAL DESCRIPTION OF THE PARCEL OR PROPOSED REVISION.

NA 4. SITE PLAN, INCLUDING PARKING (IF REQUIRED).

X 5. LETTER OF JUSTIFICATION.

6. Letter attached to address Item 5.

CONDITIONS OF PERMIT:

None

THIS PERMIT BECOMES VOID IF ALL CONDITIONS ARE NOT MET AND MAINTAINED

PLANNING COMMISSION ACTION: Approved 4-12-00

GOVERNING BODY ACTION:

THE ABOVE SPECIAL DEVELOPMENT PERMIT IS GRANTED, WITH THE CONDITIONS STATE HEREIN, THIS _____ DAY OF _____ 19____.

NAME SIGNATURE

A-5.38

TFN 6 2/025
RECD FEB 03,2016

THE STATE OF WYOMING

Jim Geringer, Governor

Gene Roccabruna, P.E., Director

Department of Transportation

P.O. BOX 2189 CASPER, WYOMING 82602

January 14, 2000

Niles Veal
Guernsey Stone Company
P.O. Box 1009
Sheridan, WY 82801

SUBJECT: Access Permit

Dear Mr. Veal:

The Wyoming Department of Transportation (WYDOT) has approved your request to construct an access to WYO 270 at M.P. 496.755, northeast of Guernsey.

Please contact Mr. Larry Snook, Maintenance Foreman-Wheatland for your copy of the permit. You must have a copy of the permit before you start construction. After receiving the permit, please read it carefully. Initiation of construction constitutes that you agree with all the rules and requirements of the permit, and its attachments.

Mr. Snook will review the construction requirements with you. At this time, please ask Mr. Snook any questions you may have about constructing this access. After you have finished construction, WYDOT will inspect the construction for compliance with the access permit. When WYDOT has accepted the construction, you will receive a finalized copy of the access permit.

Mr. Snook's phone number is (307) 322-2558.

Sincerely,

Richard Underwood
District Traffic Technician

File

LQD RECD
JAN 24.2001
TFN 3 3/364
PERMIT 11/07/03:242

A-5.39

A-126

TFN 6 2/025
RECD FEB 03,2016

Guernsey Stone

FORM M3

WYOMING DEPARTMENT OF TRANSPORTATION
ACCESS PERMIT

DATE OF APPLICATION June 23, 1999

The Undersigned hereby makes application for permission to construct an access driveway (s) described below and as shown on the attached sketch or plan "hereby made part of this application" to:

TO BE FILLED OUT BY THE PROPERTY OWNER

LOCATION OF PROPERTY: Permit Approach to Hwy 270 (Hartville) From East Pit.

HIGHWAY NO. Wyo 270 COUNTY Platte APPROXIMATELY 2

MILES N.E. (N.S.E.W.) FROM Guernsey Wy.

FOR INGRESS OR EGRESS TO A Rock Quarry business (RESIDENCE OR BUSINESS AND TYPE)

ACCESS DRIVE, ON W. (N.S.E.W.) SIDE OF HIGHWAY, PROPOSED DRIVEWAY.

EDD RECD JAN 24.2001 TFN 3 3/364 PERMIT

AGREEMENT:

I, the Undersigned property owner, request permission to construct an access driveway (s) on public right-of-way at the above location, subject to the restrictions and regulations contained in the 'RULES AND REGULATIONS FOR ACCESS DRIVEWAY (S) to WYOMING STATE HIGHWAYS' current edition. In consideration of these regulations, the applicant agrees:

1) To construct driveway(s) in a safe manner so as not to interfere with or endanger public travel and to perform all work in a neat and workmanlike manner, to use materials acceptable to the Department of Transportation and to leave the right-of-way clean and in a condition equal to or better than the original condition.

2) To fully protect the traffic on the highway during construction covered hereunder by proper barricades, flagman, and/or signs as shown in the Traffic Control for Roadway Work manual, and to hold harmless the Wyoming Department of Transportation, its officers and employees from all dangers, expenses, claims or liability arising out of any alleged damages of any nature to any person or property, due to the construction performance or nonperformance of work, or existence of said driveway.

3) That no driveway(s) shall be constructed such that there will be parking or servicing of vehicles within the highway right-of-way.

4) That the profile grade of driveway(s) shall be constructed as indicated on the attached sketch or plan and shall in no case be graded or maintained such that water will drain onto the highway surface.

5) That this permit becomes VOID if construction is not completed within 30 days after the initiation of construction or one year after the date of approval if no construction has been done.

6) That any change in land use which would generate greater traffic volumes would nullify this agreement for access and a new application must be submitted.

7) That the Wyoming Department of Transportation reserves the right to inspect these installations at the time of construction and at all times thereafter until accepted by the Department, and to make changes at any time necessary to provide protection of life and property on or adjacent to the highway. Once an approach/access has been accepted by the Department it becomes the Department's to maintain and repair except for snow or debris removal.

8) To any additional requirements as set forth under DISTRICT ENGINEERING REQUIREMENTS/COMMENTS on reverse side, and/or any on the sketch or plans.

X

APPLICANT (PRINT) Guernsey Stone Company ADDRESS P. O. Box 1009

FIRM NAME Guernsey Stone Company CITY Sheridan STATE WY ZIP 82801

PHONE NUMBER (307) 672-5738 APPLICANT SIGNATURE Paul E. White Real Estate Manager

Revised: June 1993

received 9/28/99

10-11 OWNER SIGNATURE [signature]

A-5.40
A-127

11/07 03·242

TFN 6 2/025
RECD FEB 03.2016

FORM M3

DESCRIPTION FOR WYOMING DEPARTMENT OF TRANSPORTATION USE ONLY

ROAD SECTION PL-05A, KILEPOST 496.755,

ROADWAY CLASSIFICATION Major Collector, ~~RIGHT~~ OR (LEFT) STATION 79+99 ±/- Lt,

PROJECT S-1607(1), SECTION 25,

TOWNSHIP 27N, RANGE 66W,

50' WIDTH FT. AND 50' RADIUS FT. SURFACE TYPE Asphalt,

DRAINAGE STRUCTURE REQUIRED YES/NO, LENGTH 120', TYPE/SIZE 18"CMP + 2FE,

SLOPE Match Existing AND OR VALLEY GUTTER TO BE LOCATED 24' FEET FROM THE SHOULDER LINE.

RIGHT OF WAY FROM CENTERLINE OF HIGHWAY 75' FEET.

RIGHT-OF-WAY-DIVISION PERMIT NO. PL-05A-9128

ACCESS CONTROL: FULL _____ LIMITED _____

NONE ✓ NONE ASSUMED _____

SIGNATURE William F. Sleeper TITLE R/W DATE 12-3-99

DISTRICT ENGINEERING:

PRELIMINARY FIELD INSPECTION BY Richard Underwood D.T.T. (INCLUDE TITLE) DATE 11/2/99

REQUIREMENTS/COMMENTS: See Exhibit "A" for requirements on slope, grade, reseeding fence and utility adjustments. A culvert 120' x 18" cmp + 2 Flared End Sections is required. For details on brace panels see "Fencing Instructions for Accesses".

SIGNATURE Richard Underwood TITLE District Traffic Technician DATE 12/5/99

APPROVAL FOR CONSTRUCTION:

THE ABOVE APPROACH PERMIT IS GRANTED, WITH THE CONDITIONS STATED HEREIN THE 14 DAY OF Jan, A.D. 2000

WYOMING DEPARTMENT OF TRANSPORTATION BY: [signature]

DISTRICT ENGINEER/DISTRICT TRAFFIC ENGINEER

CONSTRUCTION INSPECTION:

I HAVE INSPECTED THE ACCESS DRIVEWAY(S) AND HAVE FOUND THE ACCESS(ES) TO BE CONSTRUCTED AS PER THE REQUIREMENTS ON THIS APPLICATION.

SIGNATURE _____ TITLE _____ DATE _____

ACCESS ACCEPTANCE:

DISTRICT PERSONNEL HAVE INSPECTED THE ACCESS DRIVEWAY(S) DESCRIBED ON THIS APPLICATION AND ATTACHED DRAWING(S) AND HAVE FOUND THE ACCESS DRIVEWAY(S) TO BE CONSTRUCTED IN THE MANNER AS PRESCRIBED ON THIS APPLICATION AND ATTACHED DRAWING(S).

_____ _____

DISTRICT ENGINEER/DISTRICT TRAFFIC ENGINEER DATE

REFERENCES: OPERATING POLICY 21-1/RULES & REGULATIONS FOR ACCESS DRIVEWAYS TO WYOMING STATE HIGHWAYS

Revised: June 1993

10-12

LOD RECD
JAN 24, 2001
TFN 3 31364
PERMIT 11/07/03-242

A-5 A-128

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-147

EXHIBIT A

THIS SECTION TO FILLED OUT BY APPLICANT

: Coventry Stone Company ADDRESS: P.O. Box 1009 CITY: Sheridan STATE: Wy

TION 25 TOWNSHIP T57N RANGE 66W ROUTE Wyo 20 MILEPOST 486.785

LBOX OR MAILBOX TURNOUT REQUIRED? no

INSTRUCTIONS AND NOTES

Mark the center of the requested access with flagging or similar visible materials so that the location and field inspection of access will be possible.

On Diagram 1 fill in asterisked items. *

1) Draw north arrow.
2) Access Width.
3) Distance from center of access to property line (both directions).

GRADE: A 2% grade (7.5 inch drop in 30 feet) must be maintained for the first 30 feet from the shoulder of the highway unless otherwise approved by the District Traffic Office, see Diagram 2.

SLOPE: Shall be 6 to 1 or flatter, unless authorized by District Traffic Office, see Diagram 3.

RESEEDING: All disturbed areas will be reseeded, with a seed mixture of any or all of the following - Western Wheat Grass, Brome Grass, Fairway Crested Wheat Grass, Pubescent Wheat Grass, Annual Rye Grass, and Green Needle Grass. Hand broadcasted at the rate of 36 pounds per acre, or drilled at 18 pounds per acre.

PIPE SIZE: Will be determined by the WY DOT and will be a minimum of 18 inch CMP if a pipe is required.

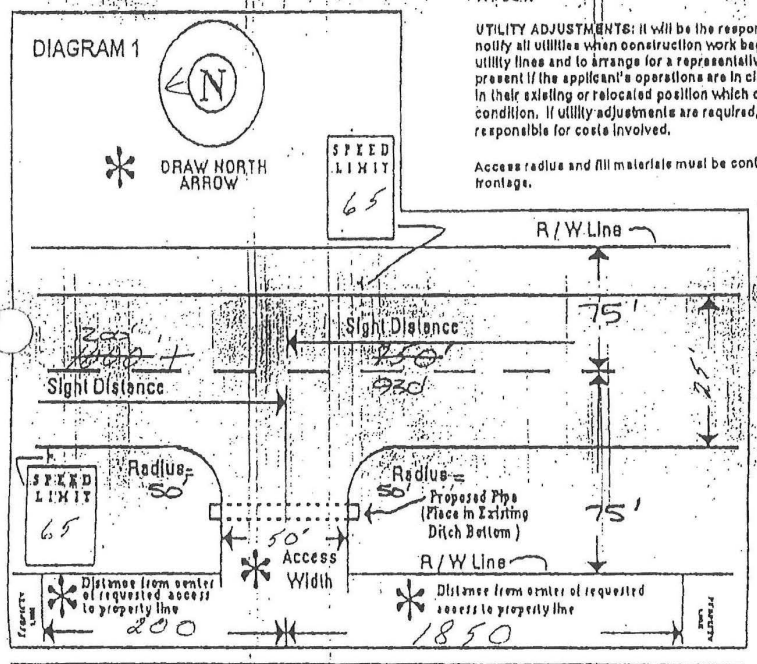
FENCE: If the Right-of-Way fence is involved, you are required to furnish brace panels on both sides of the access and leave the fence in a condition equal to or better that the original condition. If you require cattleguard, it must be located on private property and installed and maintained by you.

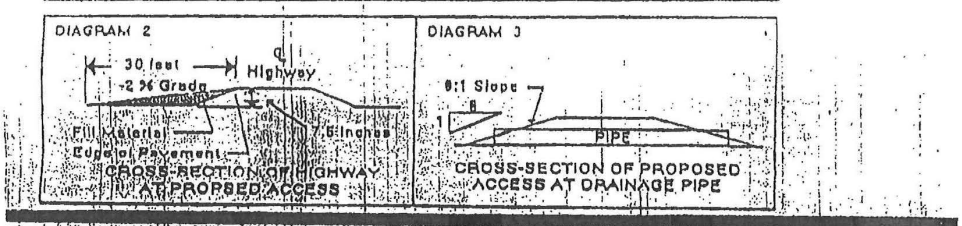
CURB, GUTTER, SIDEWALK: When construction involves curb & gutter and/or sidewalk additional requirements must be met as directed by the WY DOT.

UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities when construction work begins in the vicinity of any utility lines and to arrange for a representative of the utility to be present if the applicant's operations are in close proximity to any lines in their existing or relocated position which could create a hazardous condition. If utility adjustments are required, the applicant will be responsible for costs involved.

Access radius and fill materials must be contained within property frontage.

5'@24'





WYOMING DEPARTMENT OF TRANSPORTATION USE ONLY
Application checklist

Permit Number PL-058-912B

Is information in heading filled out? Yes
Has applicant filled out all four astrisked items? Yes
Have regulatory speed limit signs been noted as posted? Yes
Have right-of-way distances been recorded? Yes
How many existing accesses are within half a mile on either side of the requested access and on the same side of the road? (+) Milepost 0 (-) Milepost 0

LQD RECD
JAN 24.2001
TFN 3 3/364
PERMIT 11/07/03:242

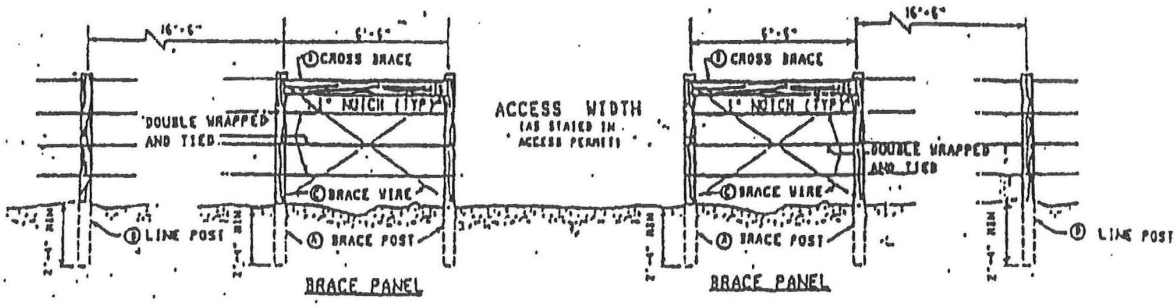
A-5.42
A-129

TFN 6 2/025
RECD FEB 03,2016

DEQ 2-148

Rev. 3/20/95

FENCING INSTRUCTIONS FOR ACCESSES



Right-of-way fence is located 1 foot inside right-of-way line, and is on Wyoming Department of Transportation property. No modifications are allowed to right-of-way fence unless authorized by the Department of Transportation.

Right-of-way fence shall be restored by placing a brace panel on both sides of the access. Fence type and wire spacing shall be the same as existing. A wire drop gate will be constructed across access.

Ⓐ BRACE POST - Brace posts shall have no diameter less than 6 inches, nor greater than 9 inches and shall be 6 feet - 6 inches long minimum.

Ⓑ CROSS BRACE - Cross braces shall be wood and shall have a minimum diameter of 4 inches and be 6 feet - 6 inches long. All cross braces shall be nailed to posts with at least 3 40d spikes at each end.

Ⓒ BRACE WIRE - Brace wire shall be formed by double wrapping and twisting 2 strands of 9 gage galvanized smooth wire or 4 strands of 12-1/2 gage galvanized wire (i.e. The cross-section of the complete brace wire between the two brace posts shall have either four 9 gage wires or eight 12-1/2 gage wires). The wire shall be fastened with staples on three sides of each brace post.

Ⓓ Line POST - Line post shall have no diameter less than 4 inches, nor greater than 7 inches and shall be 6 feet - 6 inches long (minimum). Posts shall not have an increase in diameter greater than 1 inch from tip to butt.

GATES - Gates will be made in the same number of barbed wires and spacing as on existing fence. A 6 - barbed wire gate shall be used with combination woven and barbed wire fence. Metal rail gates will be allowed only if they meet Wyoming DOT Standard Plans.

LQD RECD
JAN 24,2001
TFN 3-3/364
PERMIT 11/07/03-242

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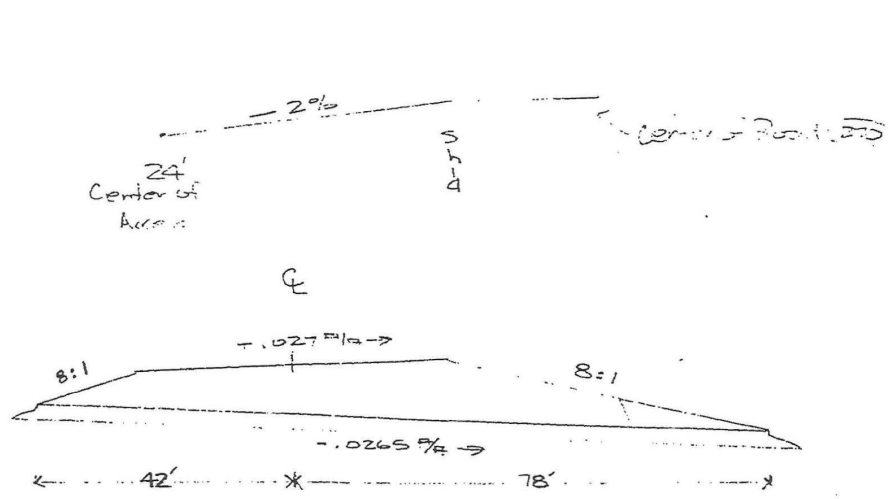
13-782 500 SHEETS, FILLER 5 SQUARE
42-381 50 SHEETS EYE-EASE® 5 SQUARE
42-382 100 SHEETS EYE-EASE® 5 SQUARE
42-389 200 SHEETS EYE-EASE® 5 SQUARE
42-392 100 RECYCLED WHITE 5 SQUARE
42-399 200 RECYCLED WHITE 5 SQUARE
Made in U.S.A.



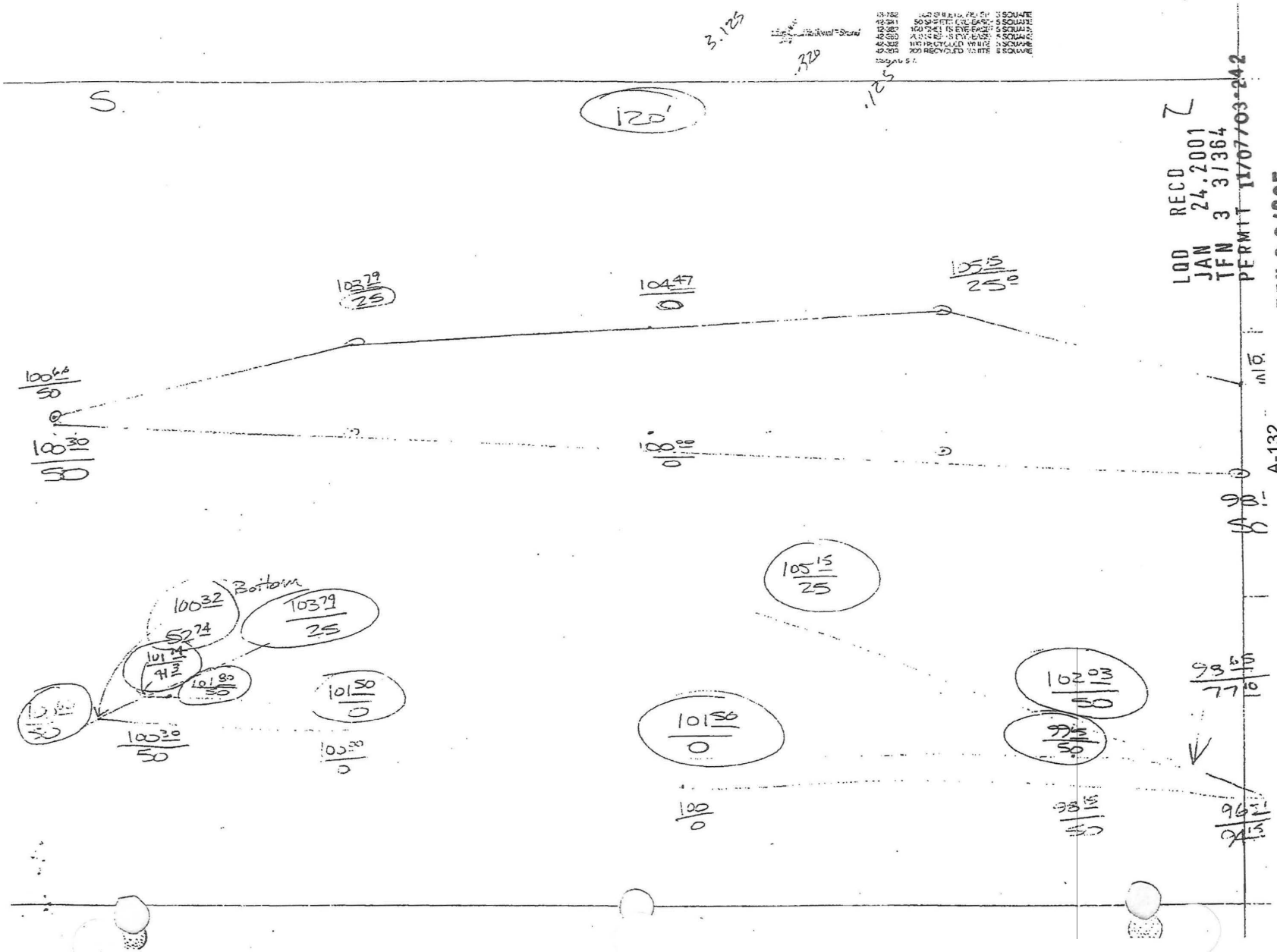
120' x 18" CMP + 2 Flared End sections
pipe will need to be off centered
to accomodate drop in elev. for
North ditch line

Niles, I would recommend the person installing this access to Survey the ditch. The above diagram is for reference only. 8:1 side slope are an absolute Must.

LOD RECD
JAN 24 2001
TFN 3 3/364
PERMIT 11/07/03 242
TFN 6 2/025
RECD FEB 03 2016

A-5.44

A-131


S.
120'
3.125
.320
.125
LQD RECD
JAN 24.2001
TFN 3 3/364
PERMIT II/07/03-242
TFN 6 2/025
RECD FEB 03,2016
A-132
Bottom

SURFACE OWNER CONSENT

Permit 240
Rawhide Mine

TFN 6 2/025
RECD FEB 03, 2016

SURFACE OWNER CONSENT PROVISION
RAWHIDE MINE PERMIT TRANSFER

It should be noted that all rights relevant to surface owner consent as required by Federal, State and local statute, and pertinent to the transfer of the Rawhide Mine Permit are contained within that certain conveyance document dated October 31st, 1994, being entitled Special Warranty Deed and Assignment as executed by and between Exxon Coal USA, Inc. and Caballo Coal Company. The aforementioned conveyance document was recorded in the records of Campbell County, Wyoming at Book 1,312 of Photos, Pages 588-638. The rights addressing surface owner consent are more specificlaly set forth in Exhibit 1 - Surface Fee, Exhibit 2 - Surface Fee and Coal Fee, Exhibit 11 - Easements, Exhibit 15 - Layback Agreements and Exhibit 16 - Miscellaneous Reciprocal Agreements.

DEC 1994
RECEIVED
LAND QUALITY DIV.
DIST. III

APPROVED 6-19-95

TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-153

SURFACE OWNER CONSENT

As illustrated on Appendix A & B, Figure 1 surface ownership within the permit boundary is divided as follows:

State of Wyoming Commissioner of Public Lands Capital Building Cheyenne, WY 82001	279.4 acres
United States of America c/o Bureau of Land Management PO Box 1828 Cheyenne, WY 82001	35.9 acres
Triton Coal Company, LLC PO Box 3027 Gillette, WY 82717-3027	213.6 acres
Dry Fork Coal Company 201 West Lakeway Gillette, WY 82717	0.3 acres
Caballo Coal Company PO Box 3042 Gillette, WY 82717-3042	**8345.2 acres**

Caballo Coal Company, through rights conveyed pertinent to the purchase of the Rawhide Mine dated October 31, 1994, has an easement, encroachment and sublease agreement with Triton Coal Company, LLC covering those lands to which Triton Coal Company, LLC claims surface ownership within the permit boundary.

Authorization to mine state land (Section 16, Township 51 North, Range 72 West) was granted by the board of Land Commissioners of the State of Wyoming (Coal Mining Lease Serial Number 027078) to Meadowlark Farms, Inc. Caballo Coal Company, through rights conveyed pertinent to the purchase of the Rawhide Mine dated October 31, 1994, has entered into an easement, encroachment and sublease agreement dated September 21, 1976 with Meadowlark Farms, Inc., with respect to that part of the lease within the amended permit area (236.19 acres). The board of Land Commissioners has provided surface owners consent to Caballo Coal Company for activities proposed on State lands.

The legal right to mine federal land (35.9) was granted through Federal Coal Lease W5036 on December 1, 1967.

APPROVED

A-135

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DEQ 2-154

Caballo Coal Company, through right conveyed pertinent to the purchase of the Rawhide Mine dated October 31, 1994, has granted access road and railroad rights-of-way to the **Triton Coal Company, LLC**, reserving the right to relocate these facilities if necessary for Caballo Coal Company operations.

TFN 6 2/025
RECD FEB 03,2016
DEQ 2-155

United States Department of the Interior

GEOLOGICAL SURVEY
Conservation Division
P. O. Box 2550
Billings, Montana 59103

April 30, 1973

Mr. Morgan Stanton
The Carter Oil Company
P. O. Box 2180
Houston, Texas 77001

Re: Coal lease W 5036

Dear Mr. Stanton:

On April 3, 1973, you submitted maps showing the existence of a small block of Federal-owned coal lying between the east line of your coal lease W 5036 and the burned outcrop in sections 12 and 13, T. 51 N., R. 72 W.

This small block of coal cannot be independently developed and, unless mined as part of your operation on the adjoining leasehold, it would be isolated and lost.

Accordingly, under authority granted under 30 CFR 211.51(d) I am requesting you to mine all commercial coal in the small block of unleased Federal-owned coal in the S½SW¼ section 12 and the NW¼ section 13 both in T. 51 N., R. 72 W.

DEC 1986
RECEIVED
LAND QUALITY DIV.
DIST. III

The royalty for the coal mined in this block will be at the rate specified in coal lease W 5036 plus a 1-cent-per-ton override.

Sincerely yours,

A. F. Czarnowsky
Area Mining Supervisor

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RECD FEB 03, 2016

Form 3130-1
(October 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COAL LEASE

Land Office Serial Number
WYOMING

W-5035

This lease, entered into on DEC 1 - 1967, by the United States of America, the lessor, through the Bureau of Land Management, and

Humble Oil & Refining Company
P. O. Box 2180
Houston, Texas 77001

the lessee, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force which are made a part hereof,

WITNESSETH:

Sec. 1. *Rights of Lessee.* The lessor, in consideration of the rents and royalties to be paid and the conditions to be observed as hereinafter set forth does hereby grant and lease to the lessee the exclusive right and privilege to mine and dispose of all the coal in the following-described tracts of land, situated in the State of Wyoming

T. 51 N., R. 72 W., 6th Prin. Mer.
Sec. 3: $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$
Sec. 4: All
Sec. 5: $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 9: All
Sec. 10: All
Sec. 11: All
Sec. 14: All
Sec. 15: $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$
T. 52 N., R. 72 W., 6th Prin. Mer.
Sec. 31: $S\frac{1}{2}SE\frac{1}{4}$
Sec. 33: $W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$

CERTIFIED
to be a true and comparative copy of the official records on file
JAN - 7 1981
BUREAU OF LAND MANAGEMENT

containing 5,457.47 acres, more or less, together with the right to construct all such works, buildings, plants, structures, and appliances as may be necessary and convenient for the mining and preparation of the coal for market, the manufacture of coke or other products of coal, the housing and welfare of employees, and subject to the conditions herein provided, to use so much of the surface as may reasonably be required in the exercise of the rights and privileges herein granted.

Sec. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond. To maintain the bond furnished upon the issuance of this lease, which bond is conditioned upon compliance with all the provisions of the lease, and to increase the amount or furnish such other bond as may be required.

(b) Rental. To pay the lessor annually, in advance, for each acre or fraction thereof covered by this lease, beginning with the date hereof, the following rentals: 25 cents for the first year; 50 cents for the second, third, fourth, and fifth years, respectively; and $1 for the sixth and each succeeding year during the continuance of the lease, such rental for any year to be credited against the first royalties as they accrue under the lease during the year for which the rental was paid.

(c) Royalty. To pay the lessor a royalty of [illegible] cents per ton of 2,000 pounds of coal mined during [illegible] preceding the operation of this lease. Royalties shall be payable quarterly within 30 days from the expiration of the quarter in which the coal is mined. For additional royalty terms see last page.

(d) Minimum production. Beginning with the sixth year of the lease, *except* when operations are interrupted by strikes, the elements, or casualties not attributable to the lessee, or unless on application and showing made, operations shall be suspended when market conditions are such that the lessee cannot operate *except* at a loss or suspended for the other reasons specified in Section 39 of the Act, to mine coal each year and pay a royalty thereon to a value of $1 per acre or fraction thereof. Operations under this lease shall be continuous *except* in circumstances described or unless the lessee shall pay a royalty, less rent, on such minimum amount of the leased deposits, for one year in advance, in which case operations may be suspended for that year.

(e) Rental. To make rental payments to the Manager of the appropriate Land Office, except that when this lease becomes productive the rentals and

ORIGINAL

SOC-A-138

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royalties shall be paid to the appropriate Mineral Mining Supervisor of the United States Geological Survey, with which all reports concerning operations under the lease shall be filed. All remittances to the Manager of the Land Office shall be made payable to the Bureau of Land Management, those to the Geological Survey shall be made payable to the United States Geological Survey.

(f) Plats, reports, maps. At such times and in such form as the lessor may prescribe, to furnish a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation, and costs. To furnish in such form as the lessor may prescribe, within 30 days from the expiration of each quarter a report covering such quarter, certified by the superintendent of the mine, or by such other agent having personal knowledge of the facts as may be designated by the lessee for such purpose, showing the amount of leased deposits mined during the quarter, the character and quality thereof, amount of its products and byproducts disposed of and price received therefor, and amount in storage or held for sale. To keep and prepare maps of the leased lands in accordance with the appropriate regulations.

(g) Weights. To determine accurately the weight or quantity and quality of all leased deposits mined, and to enter accurately the weight or quantity and quality thereof in due form in books to be kept and preserved by the lessee for such purposes.

(h) Inspection. To permit at all reasonable times (1) inspection by any duly authorized officer of the Department, of the leased premises and all surface and underground improvements, works, machinery, equipment, and all books and records pertaining to operations and surveys or investigations under this lease; and (2) the lessor to make copies of and extracts from any or all books and records pertaining to operations under this lease, if desired.

(i) Assignment To file for approval in the appropriate Land Office within 90 days from the date of execution, any assignment or transfer made of this lease, whether by direct assignment, operating agreement, working or royalty interest, or otherwise. Such instrument will take effect the first day of the month following its approval by the Bureau of Land Management, or if the assignee requests, the first day of the month of approval. The showing required to be made with an assignment or transfer is set forth in the appropriate regulations.

(j) Equal Opportunity clause. During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

[illegible] of workers [illegible] standards [illegible] to be provided by the contracting officer, stating [illegible] labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interest of the United States.

(k) Land disposed of with coal deposits reserved to the United States. If the lands embraced herein have been or shall hereafter be disposed of under laws reserving to the United States the deposits of coal therein, to comply with all conditions as are or may hereafter be provided by the laws and regulations reserving such coal.

(l) Operations, wages, freedom of purchase. To comply with the appropriate operating regulations, to exercise reasonable diligence, skill, and care in the operations of the property, and to carry on all operations in accordance with approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health or property, and of waste or damage to any water or mineral deposits; to fairly and justly weigh or measure the coal mined by each miner, to pay all wages due miners and employees, both above and below ground, at least twice each month in lawful money of the United States; to accord all miners and employees complete freedom of purchase; to restrict the workday to not exceeding eight hours in any one day for underground

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workers, except in cases of emergency; to employ no boy under the age of sixteen and no girl or woman, without regard to age, in any mine below the surface; unless the laws of the State otherwise provide, in which case the State laws control.

(m) Taxes. To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, output of mines, or other rights, property, or assets of the lessee.

(n) Overriding royalties. Not to create, by assignment or otherwise, an overriding royalty interest in excess of 50 percent of the rate of royalty first payable to the United States under this lease or an overriding royalty interest which when added to any other outstanding overriding royalty interest exceeds that percentage, excepting, that where an interest in the leasehold or in an operating agreement is assigned, the assignor may retain an overriding royalty interest in excess of the above limitation if he shows to the satisfaction of the Bureau of Land Management, that he has made substantial investments for improvements on the land covered by the assignment.

(o) Delivery of premises in case of forfeiture. In case of forfeiture of this lease, to deliver up to the lessor in good order and condition the land leased, including all buildings, and underground timbering and such other supports and structures as are necessary for the preservation of the mine or deposit.

Sec. 3. The lessor expressly reserves:

(a) Rights reserved. The right to permit for joint or several use such easements or rights-of-way, including easements in tunnels upon, through, or in the land leased, occupied, or used as may be necessary or appropriate to the working of the same or other lands containing the deposits described in the Act, and the treatment and shipment of the products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface. The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the coal therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) Monopoly and fair prices. Full power and authority to promulgate and enforce all the provisions of Section 30 of the Act to insure the sale of the production of said leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(d) Readjustment of terms. The right reasonably to readjust and fix royalties payable hereunder and other terms and conditions at the end of 20 years from the date hereof and thereafter at the end of each succeeding 20-year period during the continuance of this lease unless otherwise provided by law at the time of the expiration of any such period. Unless the lessee files objections to the proposed terms or a relinquishment of the lease within 30 days after receipt of the notice of proposed terms for a 20-year period, he will be deemed to have agreed to such terms.

(e) Waiver of conditions. The right to waive any breach of the conditions contained herein, *except* the breach of such conditions as are required by the Act, but any such waiver shall extend only to the particular breach so waived and shall not limit the rights of the lessor with respect to any future breach; nor shall the waiver of a particular cause of forfeiture prevent cancellation of this lease for any other cause, or for the same cause occurring at another time.

Sec. 4. *Relinquishment of lease.* Upon a satisfactory showing that the public interest will not be impaired, the lessee may surrender the entire lease or any legal subdivision thereof. A relinquishment *must* be filed in *duplicate* in the appropriate Land Office. Upon its acceptance it shall be effective as of the date it is filed, subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to provide for the preservation of any mines or productive works or permanent improvements on the leased lands in accordance with the regulations and terms of the lease.

Sec. 5. *Protection of the surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) causing or contributing to soil erosion or damaging any forage and timber growth thereon; (2) polluting the waters of springs, streams, wells, or reservoirs; (3) damaging crops, including forage, timber, or improvements of a surface owner; or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon any partial or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required by the lessor and to the extent deemed necessary by the lessor, to fill any sump holes, ditches and other excavations, remove or cover all debris, and, so far as reasonably possible, restore the surface of the leased land to its former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

Sec. 6. *Removal of equipment, etc., on termination of lease.* Upon termination of this lease, by surrender or forfeiture, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools and materials, *except* underground timbering placed by the lessee in or on the leased lands, which are necessary for the preservation of the mine. Any materials, tools, appliances, machinery, structures, and equipment, subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions, but the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.* If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or default in the performance or observance of any of the provisions of this lease, and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lessor may institute appropriate proceedings in a court of competent jurisdiction for the forfeiture and cancellation of this lease as provided in Section 31 of the Act. If the lessee fails to take prompt and necessary steps to prevent loss or damage to the mine, property, or premises, or danger to the employees, the lessor may enter on the premises and take such measures as may be deemed necessary to prevent such loss or damage or to correct the dangerous or unsafe condition of the mine or works thereof, which shall be at the expense of the lessee. However, the lessee shall

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not be held responsible for delays or casualties occasioned by causes beyond the lessee's control.

Sec. 8. *Heirs and successors in interest.* Each obligation hereunder shall extend to, and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.* No Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of Section 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Sections 431, 432, and 433, Title 18, U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

THE UNITED STATES OF AMERICA

By Daniel Y. Meschter
(Signing Officer)

Daniel Y. Meschter
Assistant Manager, Mining
(Title)

NOV 17 1967
(Date)

WITNESS TO SIGNATURE OF LESSEE

Attest ASSISTANT SECRETARY

HUMBLE OIL & REFINING COMPANY

(Signature of Lessee)

G. H. Shipley, Vice President

D. K. as to transaction GVC RDS
D. K. as to form G.C.S.

(Signature of Lessee)

(Signature of Lessee)

(If this lease is executed by a corporation, it must bear the corporate seal)

(c) Royalty:
To pay the lessor a royalty of 17½ cents a ton of 2,000 pounds for coal mined for the first 10 years of the lease and 20 cents a ton for the remainder of the first 20 year period succeeding the execution of this lease.

Initial

Special Stipulation:
The lessee will notify the District Manager, Bureau of Land Management, 300 North Center Street, Casper, Wyoming, of his plans for mining prior to commencement of any operations.

Initial

D. K. as to transaction GVC RDS
D. K. as to form G.C.S.

CERTIFIED
to be a true and comparative copy of the official records on file
JAN - 7 1981
BUREAU OF LAND MANAGEMENT

GPO 831-004

SOC-7 A-141

TFN 6 2/025
RECD FEB 03, 2016

Land Office: Wyoming

Serial No.: W-5036

Effective Date of Lease: December 1, 1967

RECEIVED
Bureau of Land Management
Land Office
MAY - 1969

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO COAL LEASE

The undersigned, the owner of the coal lease designated by the above serial number, hereby transfers and assigns to The Carter Oil Company, a corporation, with an address of Post Office Box 2180, Houston, Texas 77001, all right and title in and to such lease, including, without limitation, the record title interest in and to such lease as specified below:

1. The lands affected by this assignment are described as follows, to-wit:

County of Campbell, State of Wyoming

T 51 N, R 72 W, 6th Prin. Mer.				T 52 N, R 72 W, 6th Prin. Mer.	
Sec. 3:	S½NW¼, SW¼	Sec. 9:	All	Sec. 31:	S½SE¼
Sec. 4:	All	Sec. 10:	All	Sec. 33:	W½, W½SE¼
Sec. 5:	S½N½, S½	Sec. 11:	All		
Sec. 6:	Lots 1 thru 7, SE¼NE¼, SE¼NW¼, E½SW¼, SE¼	Sec. 14:	All		
		Sec. 15:	N½, N½S½		

containing 5,457.47 acres, more or less.

CERTIFIED
to be a true and comparative copy of the official records on file
JAN - 7 1981
BUREAU OF LAND MANAGEMENT

2. The full interest in the said coal lease is being conveyed by this assignment. There are no previously reserved overriding royalties or production payments. No overriding royalty or production payment is reserved from this assignment.

3. There was no money consideration for this assignment. The sole consideration is the agreement evidenced by the acceptance hereof, that the Assignor shall have no duty or obligation by virtue of, assumed under, or in connection with the above entitled lease after the effective date of approval hereof.

IT IS HEREBY CERTIFIED, that the statements made herein are true, complete, and correct to the best knowledge and belief of the Assignor and are made in good faith.

RECEIVED
DEC 1985
LAND QUALITY DIV.
DIST. IN

Executed this 18th day of April, 1969.

HUMBLE OIL & REFINING COMPANY

Attest: Ray L. Hansen
ASSISTANT SECRETARY

By: C. P. Hemington
VICE PRESIDENT

P. O. Box 2180
Houston, Texas 77001
Assignor's Address

Assignment Approved Effective JUL 1 1969

Daniel Y. Meadier
Assistant Manager, Mining

LAND OFFICE COPY

TFN 6 2/025
RECD FEB 03, 2016

W-3397, W-5035
W-5036, W-49644
Coal Leases
W-56943
Corp. Quals.
(943-8)

State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

July 21, 1980

CERTIFIED--Return Receipt Requested

DECISION

Merger: Exxon Coal USA, Inc.
formerly The Carter Mining Company

Name Change: Exxon Coal Resources USA, Inc.
formerly the Carter Oil Company

Merger and Name Change Recognized
Bonds Accepted

Over the past several months, acceptable documentation has been filed with this office setting forth the following:

1. The Carter Mining Company was merged into Exxon Coal USA, Inc., effective January 1, 1980. Exxon Coal USA, Inc. is recognized as successor to The Carter Mining Company as assignee on pending assignments of coal leases W-3397 and W-49644. Additionally, Exxon Coal USA, Inc. is recognized as the current record titleholder of coal lease W-5036 and successor to The Carter Mining Company as assignor on the pending partial assignment of the lease into Peabody Coal Company (filed June 12, 1979).

   The $605,000 bond covering lease W-5036 (numbered 5208337) having Exxon Coal USA, Inc. as principal, and The American Insurance Company as surety, has been examined, found satisfactory, and is hereby accepted as of May 19, 1980, the date it was filed in this office. We cannot terminate the period of liability on The Carter Mining Company's existing $305,500 nationwide coal lease bond until we receive reports (requested this date) from the other BLM State Offices, concerning any objections they might have to the bond termination.

   It is our understanding that The Carter Mining Company (now a division of Exxon Coal USA, Inc.) will operate all three leases for Exxon Coal USA, Inc., and the address of record for leases W-3397, W-5036 and W-49644 is hereby corrected to reflect the following:

Exxon Coal USA, Inc.
c/o The Carter Mining Company
P. O. Box 3007
Gillette, Wyoming 82716

CERTIFIED
to be a true and comparative copy of the official records on file
JAN- 7 1981
BUREAU OF LAND MANAGEMENT

SOC-9

TFN 6 2/025
RECD FEB 03, 2016

2. The Carter Oil Company changed its name to Exxon Coal Resources USA, Inc., effective January 1, 1980. Exxon Coal Resources USA, Inc. is recognized as successor to The Carter Oil Company as assignor on pending assignments of coal leases W-3397 and W-49644. Additionally, Exxon Coal Resources USA, Inc. is recognized as the current record titleholder of coal lease W-5035.

The $5,000 bond covering lease W-5035 (numbered 5208388) having Exxon Coal Resources USA, Inc. as principal, and the American Insurance Company as surety, has been examined, found satisfactory and is hereby accepted as of May 19, 1980, the date it was filed in this office. We cannot, terminate the period of liability under The Carter Oil Company's nationwide coal lease bond, because the bond was filed with our Eastern State Office. We have taken the liberty of requesting the other BLM State Offices' reports on their objections to this bond termination, along with our request for the release of The Carter Mining Company's bond. You will, however, need to contact the Eastern State Office directly, to secure the release of The Carter Oil Company's nationwide bond.

The address of record for lease W-5035 is hereby corrected to reflect the following:

Exxon Coal Resources USA, Inc.
P. O. Box 2180
Houston, Texas 77001

/s/ Marla B. Bohl

Marla B. Bohl
Chief, Lands and Mining Section

cc:
The American Insurance Company, c/o L. D. Beck, Attorney-in-Fact, P. O. Box 4276, Houston, Texas 77210
All BLM State Offices
Area Mining Supervisor, U.S. Geological Survey, Federal Building/Courthouse, Room 305, 111 South Wolcott, Casper, Wyoming 82601
Director, U.S. Geological Survey, Washington, D.C. 20242
DM, Casper

PCooley:ssf 7-21-80

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to be a true and comparative copy of the official records on file
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BUREAU OF LAND MANAGEMENT

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TFN 6 2/025
RECD FEB 03, 2016

FORM NO. 8 AMENDMENT (October 1975 (

SURFACE LANDOWNER'S CONSENT

I, Commissioner of Public Lands, CERTIFY that The State of Wyoming hold surface rights on certain lands described as follows:

N½N½, SE½NE¼, NE¼SE¼, Section 16, T. 51 N., R. 72 W. 6 p.m.

S½S½, Section 36, T. 51 N., R. 72 W., 6 p.m.

And a corrdior 500 feet in width situated on the east side of and parallel to a line beginning at a point being the SW 1/16 corner of Section 36, thence Northward to a point being the W 1/16 corner of Section 25/36.

E½SE¼, Section 7, T. 50 N., R. 71 W. 6 p.m.

W½SW¼, W½NW¼, Section 8, T. 50 N., R. 71 W. 6 p.m.

I have examined the mining plans and reclamation plan prepared by THE CARTER MINING COMPANY in compliance with the Wyoming Environmental Quality Act of 1973 as amended, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 10th day of September, 1979.

HELEN L. JONES - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Aug. 10, 1983

Oscar L. Sonn
Commissioner of Public Lands

Witness:

Helen L. Jones Notary

SOC-11

TFN 6 2/025
RECD FEB 03, 2016

COAL LEASE

THIS AGREEMENT made and entered into this 23rd day of September 1970, by and between Christine Sorhage Jordan and Denver C. R. Jordan, husband and wife

S. S. #

of 1230 N. Audubon Road - Indianapolis, Indiana 46219

hereinafter called "Lessor" (whether one or more) and The Carter Oil Company

of P. O. Box 2180 - Houston, Texas 77001

hereinafter called "Lessee":

WITNESSETH THAT:

1. Lessor, in consideration of Ten & no/100 - - - - - - - - - - - - - - - - - - - Dollars ($10.00) in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee herein contained, does hereby grant, demise, lease, and let exclusively unto Lessee for the purpose of entering upon, exploring, prospecting, drilling, developing, mining by any method (whether now or hereafter known) and operating for, producing, transporting and marketing all grades and kinds of coal and the substances contained therein or found in association therewith (hereinafter referred to as "Coal") the following described land situated in Campbell County Wyoming:

Township 51 North, Range 72 West, 6th P. M.
Section 5: Lot 2, NW¼ SW¼
Section 6: SW¼NE¼,
Township 51 North, Range 73 West, 6th P. M.
Section 1: SE¼NE¼.

Township - - - - - - Range - - - - - containing - - 119.76 - - acres more or less together with all Coal situated, lying or being in, under or upon said land, with full right, power and authority to look for, test, work, mine, excavate, raise, clean, carry away and sell said Coal, to excavate pits, to sink shafts, to make, use and occupy openings, tunnels and underground passages (now existing or hereafter opened), to strip seams, lodes, veins and beds; and to erect, use and maintain on said premises such buildings, engines, machinery, appliances, devices, wells, roadways, housing, railroad tracks, shops, ditches, power and communication lines and, without limitation, all other necessary structure and facilities (all of the same being hereinafter called "Improvements") and, from time to time, to relocate all or any part of the same, as Lessee may deem desirable or necessary in its mining operations on said premises or on adjacent or nearby lands, with the right on the part of Lessee to remove any and all of said Improvements so made by it upon the termination or expiration of this lease, or prior thereto, at its sole discretion, and with the right on the part of Lessee to use said openings, tunnels and underground passages as Lessee may desire or deem convenient in its operations on said land or on said adjacent or nearby lands, with full right of ingress and egress in connection with the exercise of any and all of said rights.

If Lessee exercises its right to use said Improvements installed on the leased premises hereunder for the purpose of producing Coal from adjacent or nearby lands after all the merchantable Coal has been mined from the lands hereby leased, Lessee shall release that portion of the leased premises not necessary or convenient to the enjoyment of such right, as provided in Paragraph 17 hereof.

2. Subject to the other provisions herein contained, this lease shall remain in effect for a primary term of twenty (20) years from this date and as long thereafter as Coal is being mined, processed or marketed from the lands hereby leased or adjacent or nearby lands, in accordance with the terms hereof. In the event Lessee is engaged in actual development of a mine but has not yet obtained actual production of Coal at the end of said primary term, Lessee shall be allowed a reasonable time within which to complete said mine development and obtain actual production of Coal. In the event Lessee is unable to obtain a satisfactory market for Coal discovered or produced on said premises, or on adjacent or nearby lands, and as a result Lessee delays commencement of mining, processing, or marketing operations beyond the end of said primary term, or from time to time suspends such operations after the end of the primary term hereof, then this lease shall not expire or terminate during such period of lack of market. Lessee shall use diligence in searching for a satisfactory market for the Coal during such lack of market periods and when a satisfactory market becomes available Lessee shall have a reasonable time thereafter within which to complete mine development and obtain actual production of Coal.

3. Lessee agrees to pay Lessor annually, beginning one (1) year from the date hereof, for each acre or fraction thereof covered by this lease, a rental of One Dollar ($1.00) during the continuance of this lease, such rental for any year to be credited against the first royalties as they accrue under the lease during the year for which the rental was paid.

4. (a) Lessee agrees that for the merchantable Coal, if any, mined and removed or sold by it from the land hereby leased during the first ten (10) years from the date hereof, except for such Coal as may be used by Lessee in its mining, transporting and cleaning operations for Coal on said land, it shall pay Lessor a royalty equal to 17½¢ per ton of 2,000 pounds.

(b) Lessee agrees that for the merchantable Coal, if any, mined and removed or sold by it from the land hereby leased after ten (10) years from the date hereof, except for such Coal as may be used by Lessee in its mining, transporting and cleaning operations for Coal on said land, Lessee shall pay Lessor a royalty equal to 20¢ per ton of 2,000 pounds.

(c) Payment shall be made by Lessee to Lessor on or before the 25th day of April, July, October and January of each year during the term of this lease for all royalty payable for the preceding calendar quarter.

(d) The nature, manner and extent of operations, if any, by Lessee under this lease shall always be at Lessee's sole discretion.

5. All payments made under this lease may be paid or tendered to Lessor or to Lessor's credit in the Fletcher Trust Co. 2506 E. Washington, Indianapolis, Ind. Bank, which bank, or its successors, is hereby made the agent of Lessor to receive all rentals and royalties herein provided for, and shall continue as the depository regardless of changes in the ownership of said land or the right to receive said rentals or royalties.

All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the date the same is due, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or Lessor (at his last known address as shown by Lessee's records) on or before the date the same is due, shall be deemed payment or tender as herein provided. Notwithstanding the death of Lessor, payment or tender of rentals or royalties to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest.

6. The compensation herein provided shall be deemed to be full payment to Lessor for any damages which may be caused to the leased premises by Lessee's operations hereunder so long as Lessee conducts such operations in a reasonable and prudent manner without negligence on the part of Lessee; provided, however, Lessee agrees to pay Lessor for, or repair, damage to Lessor's fences or permanent improvements on the leased permises incurred in the course of Lessee's operations hereunder. In the event Lessee deems it necessary or convenient in connection with its operations hereunder to cross through Lessor's fences, Lessee may at Lessee's expense install adequate cattle guards or gates so as to permit such passage by Lessee.

7. Failure by Lessee to perform or comply with any of the terms, provisions or conditions of this lease, expressed or implied, shall not automatically terminate this lease nor render it null and void, but in case of such default Lessor may notify Lessee in writing of such breach and Lessee shall have a period of ninety (90) days after receipt of such notice within which to cure such default and except as otherwise provided in Paragraph Twelve (12) hereof, if such default shall not have been cured within such time Lessor may terminate this Lease.

8. Lessee shall have the right to use, for any purpose in connection with its mining operations on these lands or on other lands in the vicinity hereof, all of the waters and water rights owned by Lessor of whatsoever nature or kind, except water from wells or ponds of the Lessor.

9. Lessee agrees that when it is finished with the land leased hereby it will, at the request of Lessor, level and restore the surface thereof to the extent feasible and reasonably practicable; provided, however, that Lessee shall not be required to spend more than $200.00 for each acre so leveled and restored.

10. Lessee agrees that it will keep accurate accounts and records showing all Coal mined, removed and sold from said land and Lessor shall have the right to make an annual inspection of said records to determine the accuracy thereof.

11. If Lessor owns a less interest in the Coal in the lands covered by this lease than the entire and undivided fee simple estate therein, then whether or not such less interest is referred to or described herein all rentals and royalties herein provided shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee simple estate in the Coal.

12. The failure to perform or to comply with any of the covenants or conditions hereof on the part of the Lessee shall not be a ground for cancellation or termination or forfeiture hereof, during such time as such failure to perform is caused or compliance is prevented, by severe weather, explosion, unusual mining casualty, mill shutdown, damage to or destruction of mill or mill plant facility, fire, flood, civil or military authority, insurrection, riots, strikes, inability after diligent effort to obtain competent workmen or material, acts of God or any circumstances or conditions beyond the control of Lessee, and Lessee shall be excused from, and not held liable for such failure to perform or to comply.

13. In case of suit, adverse claim, dispute or question as to the ownership of any payment (or some part thereof) to be made by Lessee under this lease, Lessee may suspend payment thereof (or the part thereof in doubt), without interest, and shall not be held in default in payment thereof until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with the original instrument or instruments disposing of such suit, claim or dispute (or a certified copy or copies thereof), or after being furnished with proof sufficient in Lessee's opinion to settle such question, within which to make payment.

13 (a). Lessors interest in said land is a mineral interest only and they purport to lease only mineral rights pertaining to coal and such rights in the surface as are incident thereto; and lessors reserve the right to lease said land for oil, gas or minerals other than coal.

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SOC-12 A-146

TFN 6 2/025
RECD FEB 03, 2016

14. Lessor agrees to pay promptly when due all property taxes levied and assessed upon the property except as hereinafter provided, and during the term of the lease Lessee agrees to pay promptly when due all taxes levied and assessed upon any improvements placed by Lessee upon the premises. If Lessor fails to pay taxes chargeable solely to Lessor or its pro rata share of taxes when due, Lessee may, at its option, pay Lessor's taxes or Lessor's pro rata share of taxes as herein defined and deduct said payment or payments of taxes from royalties or rentals due or to become due unto Lessor hereunder.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described. Lessee may purchase or lease the rights of any party claiming any interest in said land and execute such rights as may be obtained thereby but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof. Lessee shall have the right at any time to pay for Lessor, any mortgage, tax or other lien on said lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and any such payments made by Lessee for Lessor may be deducted from any amounts of money payable to Lessor under this lease.

16. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties, and in the event of an assignment or subletting by Lessee, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to Lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change or division in ownership of the leased premises or rentals and or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the leased premises or rentals and/or royalties shall be binding upon Lessee for any purpose until forty-five (45) days after such person acquiring any interest shall furnish Lessee at Lessee's principal place of business, with the instrument or instruments, or certified copies thereof, evidencing such change, transfer or division of ownership.

17. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering all or any portion or portions of the leased premises and thereby surrender this lease as to all or such portion or portions and terminate from and after the date of release and surrender all obligations as to the acreage surrendered except rental and/or royalty obligations accrued as of the day of the surrender.

18. All notices shall be deemed to have been properly given when deposited in the United States mail, postage paid and addressed to the party at the address set forth above or such other address as shall be designated by either of the parties hereto by proper notice thereof.

19. Lessor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the aforesaid state in which the leased land is located, insofar as the same may in any way affect the purposes for which this lease is made.

20. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to "Lessor" and "Lessee" shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing same.

IN WITNESS WHEREOF, this Lease is executed the day and year first above written.

Christine Sorhage Jordan
(Christine Sorhage Jordan)

Denver C. R. Jordan
(Denver C. R. Jordan)

STATE OF INDIANA
COUNTY OF MARION } SS. (Individual—Wyo.)

On this 7th day of OCTOBER, 1970, before me personally appeared Christine Sorhage Jordan and Denver C. R. Jordan, wife and husband to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires: [illegible]

Ralph W. Pulley
Notary Public

STATE OF _____
COUNTY OF _____ } SS. (Individual—Wyo.)

On this _____ day of _____, 19__, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____ Notary Public

347756

STATE OF Wyoming
COUNTY OF Campbell } SS. (Certificate of Recording)

This instrument was filed for record on the 29th day of January, 1971 at 9:20 o'clock A.M. and recorded in Book 213 Photo Page 316 of the records of this office. Fees $3.00

Yvonne L. Hayden
Register of Deeds

By Jeanette Faust
Deputy

RECORDED
ABSTRACTED
INDEXED
CHECKED

AFTER RECORDING, RETURN TO: _____

TFN 6 2/025
RECD FEB 03, 2016

EASEMENT, ENCROACHMENT AND SUBLEASE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 1976, by and between The Carter Oil Company, a Delaware corporation with offices at 601 Jefferson, Houston, Texas 77001 ("Carter"), Fred S. Wagensen, of P. O. Box 716, Gillette, Wyoming 82716 ("Wagensen"), and Meadowlark Farms, Inc., an Indiana corporation with offices at 105 South Meridian Street, Indianapolis, Indiana 46225 ("Meadowlark").

W I T N E S S E T H:

WHEREAS, as hereinafter set forth, the parties hereto own or control certain estates within two parcels of land located in Campbell County, Wyoming, which are more particularly described as follows:

Parcel A

1. The South 1,000 feet of the East 1,000 feet of Section 8;
2. The South 1,000 feet of Section 9;
3. The South 1,000 feet of the West 1,000 feet of Section 10;
4. The North 1/2 of the West 1,000 feet of Section 15; and
5. The North 3/4 of the East 1,000 feet of Section 17;

and further described in the Exhibit 1 attached hereto and made a part hereof;

and

Parcel B

Section 16;

both Parcel A and Parcel B being located in Township 51 North, Range 72 West, Campbell County, Wyoming (such parcels and all of the estates therein being hereinafter individually referred to as "Parcel A" and "Parcel B", respectively, and collectively as the "Premises"); and

WHEREAS, Carter owns or controls the surface estate of, and owns or leases some of the coal estates in, Parcel A; and

DEC 1976 RECEIVED LAND QUALITY DIV. DIST. III

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WHEREAS, Carter and Wagensen entered into a lease on October 18, 1974 (the "Lease") whereby Carter leased certain portions of the surface estate of Parcel A to Wagensen (which portions are described more particularly in Exhibit A attached to and made a part of the Lease, a copy of such Lease being attached hereto as Exhibit 2 and hereby made a part hereof); and

WHEREAS, pursuant to State of Wyoming Grazing Lease No. 2-5530 (the "Grazing Lease") Carter is the lessee of the grazing rights upon the surface of Parcel B and has subleased such rights to Wagensen pursuant to a sublease dated October 18, 1974 (the "Grazing Sublease"); and

WHEREAS, Meadowlark is the lessee of the coal estates in Parcel B; and

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LAND QUALITY DIV.
DIST. III

WHEREAS, Carter and Meadowlark desire to obtain the right to encroach onto, over, into and upon the various estates in the Premises owned, leased and/or controlled by each other for purposes related to their respective mining operations in the vicinity of the Premises subject to the terms and conditions hereinafter set forth; and

WHEREAS, Wagensen is willing to subordinate all of his rights in and to the Premises to such rights of encroachment, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Rights of Easement and Encroachment.

(a) Carter, to the extent it has the right, title and interest to do so, hereby grants to Meadowlark the right, license and easement to encroach upon, into, over and under Parcel A; provided, however, that such right is limited to the right to remove, place and/or displace earth, rock and other material (such materials being hereinafter collectively referred to as "Overburden") therein, thereon, thereunder and/or therefrom, dig surface drainage ditches and construct any access roads, power lines or cattle fences upon the surface of Parcel A which, in Meadowlark's sole judgment, are necessary or convenient in conjunction with Meadowlark's mining operations in the

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vicinity of the Pr[illegible] ses; and provided, furthe[illegible] that such right specifically includes the right to dig, construct and maintain a contour drainage ditch to be located in the N 1/2 of Section 15, W 1/2 of SW/4 of Section 10, and the SE/4 of Section 9, Township 51 North, Range 72 West, 6th Prime Meridian, Campbell County, Wyoming, as such ditch is depicted on the topographical map attached hereto as Exhibit 3 and hereby made a part hereof, and have access to and use same for the purpose of disposing water from its mining operation.

(b) Meadowlark, to the extent it has the right, title and interest to do so, hereby grants to Carter the right, license and easement to encroach upon, into, over and under so much of the (i) West 1,000 feet, (ii) North 1,000 feet and (iii) East 1,000 feet of Parcel B as the same are adjacent to and contiguous with coal estates owned or leased by Carter; provided, however, that such right is limited to the right to remove, place and/or displace Overburden therein, thereon, thereunder and/or therefrom, dig surface drainage ditches and construct any access roads, power lines or cattle fences upon the surface of Parcel B which, in Carter's sole judgment, are necessary or convenient in conjunction with Carter's mining operations in the vicinity of the Premises.

(c) Wagensen hereby ratifies the granting by Carter to Meadowlark of the right, license and easement to encroach pursuant to subsection 1(a) hereof. To the extent Wagensen has any right, title or interest in or to the Premises under the Lease or Grazing Sublease, Wagensen does hereby sublease unto Meadowlark all of such right, title and interest for the purpose of mining and removing all of the coal leased by Meadowlark underlying Parcel B or other coal within the vicinity thereof, subject to the rents, covenants and conditions set forth in Section 3(d) hereof.

DEC 1966
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LAND QUALITY DIV.
DIST. III

Section 2. Term.

The term of this Agreement shall be ten years, commencing upon the date hereof (the "Initial Term"); provided, however, that this Agreement may be earlier terminated pursuant to Section 6 hereof; and provided, further, except as set forth in the preceding proviso of this Section 2, either Carter or Meadowlark shall have the right to extend this Agreement for one additional period of ten years (the "Extension Term" and, together with the Initial Term, the "Term") by giving notice thereof to the other prior to or on the

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last day of the Initial Term at the address and in the manner provided in Section 11 hereof, with a copy of such notice being sent to Wagensen.

Section 3. Obligations.

(a) Obligations of Carter and Meadowlark.

(i) Activity. Carter and Meadowlark shall each conduct any and all of its activities hereunder upon any of the Premises in a prudent and workmanlike manner.

(ii) Removal of Encumbrances and Structures. Carter and Meadowlark shall each, within 60 days after the termination of this Agreement, remove any and all encumbrances, improvements, machinery, equipment and other properties (collectively, the "Property") placed by it or its contractors on the surface of any portion of the Premises now owned or controlled by it; provided, however, that in the event either Carter or Meadowlark fails to remove any Property, the same may be removed by the other to the extent that such Property remains on the surface estate owned or leased by such other party, at the sole expense of the party which failed to so remove such Property. In the event either or both of Carter and Meadowlark deposit any Overburden on the coal estates owned or leased by the other lying in and/or under the Premises (such depositing party being hereinafter referred to as the "Depositor") and has not removed such Overburden by the date this Agreement is terminated, and in the further event the Depositor is then conducting mining operations in the vicinity of the Premises, then such Depositor shall remove said deposits of Overburden prior to the completion of such mining operations; and provided, further, that if a Depositor fails to comply with its obligations under this sentence the other party hereto shall thereafter have the right to remove such Overburden to the closest other lands whose surface is owned or controlled by such Depositor at such Depositor's expense.

(iii) Indemnification. Meadowlark and Carter each hereby agrees to indemnify and hold the other party harmless from any and all liability (including reasonable costs and attorney's fees incurred by the other party in defending against such

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liability) to third persons on account of damage or injury to property or persons, including death, arising out of the indemnifying party's use or possession of the Premises hereunder; provided, however, that such indemnification shall not apply to any liability as to which the indemnified party is contributorily negligent.

(iv) Fencing. Notwithstanding the provisions of Section 3 (d) (iv) hereof, Meadowlark and Carter shall each construct a fence around any portion of the Premises they use and/or occupy hereunder prior to such use and/or occupation and shall maintain such fence during the period of such use and/or occupation.

(v) Mining Plans. Meadowlark and Carter shall each submit to the other, within 90 days after the date hereof and at least 60 days prior to each anniversary of the date hereof, its mining plan for the next succeeding 12 months, setting forth which portions of the Premises it shall be using and/or occupying during such 12 months.

(vi) Removal of Existing Property. Meadowlark and Carter each hereby agree to give the other 60 days' advance written notice of its intention to use or occupy any part of the Premises hereunder in order to permit the removal by such other party of its Property located thereon.

(b) Carter's Obligations to Meadowlark.

(i) Subordination. Carter agrees to subordinate all of its right under the Grazing Lease to the rights granted by Carter to Meadowlark hereunder.

(ii) Permits. Carter has included portions of Parcel A to be disturbed by Meadowlark in the mining permit Carter has obtained for its Rawhide Mine; however, Meadowlark shall provide any bonds required by the State of Wyoming with respect to such portions and obtain all permits and licenses necessary to mine the coal estat in Parcel B leased by it and to conduct all other activities authorized hereby.

(c) Meadowlark's Obligations to Carter.

(i) Maintenance of Lease. To the extent it can legally do so, Meadowlark shall take all actions which in its sole

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judgment are necessary and reasonable to maintain the Grazing Lease in effect during the period of Meadowlark's use and/or occupation of Parcel B including, if necessary, the grazing of animals on the surface thereof.

(ii) Sheep Fence. When all of its operations on the Premises hereunder are completed, Meadowlark shall construct a sheep-tight fence on the boundary line between and common to Parcel A and Parcel B.

(d) Meadowlark's Obligations to Wagensen. Meadowlark hereby covenants to and agrees with Wagensen that Meadowlark shall comply with and perform the following conditions:

(i) Meadowlark shall pay rent to Wagensen for use of the Premises at the rate of $3.00 per acre per annum for each twelve month period the Premises are used pursuant hereto by Meadowlark until such time as the restoration and reclamation thereof has been completed and the Premises have been returned to Carter or Wagensen pursuant to subparagraph (v) of this paragraph (d).

(ii) Meadowlark shall drill two waterwells: one in Section 10 and one in Section 17 of Township 51 North, Range 72 West, 6th Prime Meridian, Campbell County, Wyoming, the exact location of each well to be agreed upon by Wagensen and Meadowlark. Each well shall have a five inch steel casing and electrical submergible pump, and a dike shall be built at each well location to catch overflow from the tank as backup water supply in case of pump failure. Meadowlark shall be responsible for the maintenance of the pumps and the well locations and all utility bills for the operation thereof.

(iii) A crossing shall be constructed at Rawhide Creek to be located just north of the corridor fence to be constructed pursuant to subparagraph (iv) of this paragraph (d). The exact location of such crossing shall be agreed upon by Wagensen and Meadowlark. A 24-inch culvert shall be placed in the stream bed of said creek and covered with scoria.

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The construction of such crossing and the placement of such culvert shall be done by an independent contractor engaged by Wagensen, which contractor must be acceptable to Meadowlark, whose acceptance thereof shall not be unreasonably withheld. The cost for such construction shall be borne by Meadowlark.

(iv) Meadowlark shall construct a fence around all of the surface of the Premises. Said fence shall be constructed upon the line described in Exhibit 3 attached hereto and made a part hereof, and shall be built in two phases as described in such Exhibit. Such fence will include two gates on the east line, one gate on the north line and one gate on the west line, the location of each of which shall be agreed upon by Wagensen and Meadowlark.

(v) When all of Meadowlark's mining operations in the vicinity of the Premises have been completed, Meadowlark shall return the use of the surface of the Premises or any portion thereof used by Meadowlark hereunder to Wagensen if Wagensen is on that date still leasing the surface of the Premises or such portion from Carter. If Wagensen is not then leasing such surface from Carter and Carter still owns or controls the same, Meadowlark shall return the use thereof to Carter, together with the use of any other estates in the Premises then owned or controlled by Carter.

Section 4. Wagensen's Grant.

Wagensen does hereby sell, assign and transfer unto Meadowlark all of Wagensen's interest in the Premises to the extent such interests are other than under the Lease or Grazing Sublease, for the purpose of mining and removing all of the coal leased by Meadowlark in Parcel B in consideration of the rents, covenants and conditions set forth in Section 3(d) hereof. Wagensen hereby covenants and agrees with Meadowlark that the Premises and its appurtenances are free and clear of any liens or encumbrances attributable to Meadowlark.

Section 5. Disclaimer of Warranty.

Neither Carter nor Meadowlark warrant that the Premises are fit for the purposes contemplated hereby. Both Carter and Meadowlark make

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no warranty whatsoever with respect to the Premises except that each of Carter and Meadowlark, for itself and its successors and assigns, covenants to warrant to and forever defend the other corporate party hereto the rights to the Premises and/or portions thereof hereby granted against the claims of all persons claiming by, through or under such warranting party, its successors or assigns.

Section 6. Default.

In the event Carter or Meadowlark violates any of the terms, conditions or obligations of this Agreement to be complied with or performed by it hereunder, and such default continues for a period of 30 days after such defaulting party has received written notice thereof from the other corporate party hereto pursuant to Section 11 hereof, the corporate party sending such notice shall, at its option, have the right to terminate this Agreement forthwith and shall immediately notify the other corporate party of such decision to terminate.

Upon receipt of such notice of termination, the defaulting party shall have a period of six months therefrom in which to remove all of its Property on any portion of the Premises not owned or controlled by it pursuant to subsection 3(a)(ii) hereof; provided, however, that nothing contained in this Section 6 shall relieve such defaulting party from its obligations pursuant to Sections 3 and 7 hereof.

Anything to the contrary contained in subparagraph 3(a)(ii) hereof notwithstanding, in the event of a declared fault under this Section 6, and in the event that the defaulting party hereto has deposited Overburden upon lands whose surface estate is owned or controlled by the other corporate party hereto pursuant to subsection 3(a)(ii) hereof, the defaulting party shall have a period of 60 days after being notified of the termination of this Agreement pursuant to this Section 6 to remove such Overburden. In the event that such Overburden is not removed by the defaulting party within such 60 day period, the other corporate party hereto may remove such Overburden at the expense of the defaulting party.

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Section 7. Reclamation.

Meadowlark and Carter shall conduct their respective operations upon, within and under the Premises in compliance with all applicable

laws, rules and regulations now existing or hereinafter enacted or adopted by federal, state and local authorities having jurisdiction over the Premises, and each shall have the right, without any charge therefor or claim of damage thereto, to do and perform, with respect to the Premises, whatever may be required or deemed by it to be required or advisable in order to comply with any state or federal laws or the rules, regulations or orders of any other governmental authority having competent jurisdiction over the Premises. Meadowlark and Carter each hereby agrees to indemnify and hold the other, its successors and assigns, harmless from any and all fines, damages and costs (including the costs of litigation) arising out of such indemnifying party's compliance or noncompliance with the requirements of this Section 7. Meadowlark specifically agrees that its restoration shall be in accordance with the "AMAX After-Mining Plan" attached hereto as Exhibit 5 hereby reference made a part hereof with only such amendments or departures as acceptable to governmental authority and to Carter.

Subject to the provisions of the first paragraph of this Section 7, Meadowlark and Carter each hereby agree that the party which first conducts its operations on the Premises shall be in accordance with all applicable laws, rules and regulations now existing or hereinafter enacted or adopted by state, federal or local authorities.

Section 8. First Use.

Anything to the contrary contained herein notwithstanding, it is the intent and agreement of Carter and Meadowlark that by this Agreement either Carter or Meadowlark may be the first to begin its respective operations on, in or under the Premises pursuant hereto.

Section 9. Definition.

Carter and Wagensen hereby acknowledge that Meadowlark is a wholly owned subsidiary of AMAX Inc. and that any mining operations or other operations in connection therewith conducted on the Premises or in the general vicinity thereof may be performed by AMAX Coal Company, a division of AMAX Inc. ("AMAX"). Anything to the contra

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contained in this Section 9, Carter, Wagensen and Meadowlark hereby agree that for the purposes of this Agreement, whenever the term Meadowlark is used herein, such term shall be deemed to include AMAX, so that all rights and privileges hereby granted to, and obligations hereby assumed by, Meadowlark shall inure to the benefit of and be binding upon AMAX.

Meadowlark and Wagensen hereby acknowledge that The Carter Mining Company is a wholly owned subsidiary of Carter and that any mining operations or other operations in connection therewith conducted on the Premises or in the general vicinity thereof may be performed by The Carter Mining Company or possibly by another subsidiary of Carter or of Carter's parent corporation. Carter, Wagensen and Meadowlark hereby agree that for the purposes of this Agreement, whenever the term "Carter" is used herein, such term shall be deemed to include The Carter Mining Company, so that all rights and privileges hereby granted to and the obligations hereby assumed by Carter shall inure to the benefit of and be binding upon The Carter Mining Company or such other subsidiary of Carter or of Carter's parent corporation as may conduct mining operations on the Premises or in the general vicinity thereof.

Section 10. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Wagensen may not assign any of his interests in this Agreement. Except as provided in Section 9 hereof, neither of the corporate parties hereto shall assign its interests in this Agreement without the prior written consent of the other corporate party hereto, and no such assignment shall relieve such assignor of its obligations hereunder.

Section 11. Notice.

Any notices, other communications and payments to be given under this Agreement shall be sent by first class certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses first written above.

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Section 12. Entire Agreement.

This Agreement, together with Exhibits 1, 2, 3, 4 and 5 hereto, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may not be modified except by an instrument in writing signed by each of the parties hereto.

Section 13. Governing Law.

This Agreement and the rights and obligations thereunder of the parties hereto shall be construed in accordance with and governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CARTER OIL COMPANY

By _____
Sr. Vice President

Attest: _____

MEADOWLARK FARMS, INC.

By _____
Vice President

Attest:
A. Lucile Hubbard
Assistant Secretary

_____
Witness

_____
Fred S. Wagensen

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DEQ 2-177

STATE OF

COUNTY OF

Before me, a Notary Public in and for said County and State, this 5th day of October, 1976, personally appeared R.H. Gueno and R.A. Volz, known to me and known to be a Sr. Vice President and ~~an Assistant~~ Secretary, respectively, of The Carter Oil Company, a DELAWARE corporation, and they acknowledged that they executed the foregoing instrument in the name and for and on behalf of said corporation, pursuant to authority vested in them, as their free and voluntary act and deed and as the free act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day, month and year aforesaid.

John E. Briggs
Notary Public

My Commission Expires:

JOHN E. BRIGGS
Notary Public in and for Harris County, Texas
My Commission Expires August 13, 1977

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, this 21 day of September, 1976, personally appeared Richard A. Kalsher and A. Lucille Hubbard, known to me and known to be a Vice President and an Assistant Secretary, respectively, of Meadowlark Farms, Inc., an Indiana corporation, and they acknowledged that they executed the foregoing instrument in the name and for and on behalf of said corporation, pursuant to authority vested in them, as their free and voluntary act and deed and as the free act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day, month and year aforesaid.

Pamela K. Marshall
Notary Public

My Commission Expires:
6-11-77

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STATE OF WYOMING)
) SS:
COUNTY OF ~~CAMPBELL~~ SHERIDAN)

I, RICHARD A FRB, a Notary Public in and for the County and State aforesaid, do hereby certify that Fred S. Wagensen, whose name is signed to the foregoing instrument bearing date on the 31st day of SEPT, 1976, has this day acknowledged executing the same, as his free and voluntary act and deed, for the uses and purposes therein set forth, before me in my said County and State.

Given under my hand this 31st day of SEPT, 1976.

Notary Public

My Commission Expires:
JAN 15 1978

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Exhibit 1

The following is a description of the land to be subleased from Fred S. Wagensen:

PHASE I

The surface is owned by Peabody Coal Company and leased to Fred S. Wagensen:

The west 1000 feet of the W½ of the SW¼, Sec. 15, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.

The surface is owned by The Carter Oil Co. and leased to Fred S. Wagensen:

The west 1000 feet of the W½ of the NW¼, Sec. 15, T 15 N, R 72 W, 6th P.M., Campbell County, Wyoming.
An 1000 foot square area in the southwest corner of the SW¼, SW¼, Sec. 10, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
The south 1000 feet of the S½, SE¼, Sec. 9, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
A portion of the south 1000 feet of the SE¼, SW¼, lying east of a point on the west bank of the Rawhide Creek, Sec. 9, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
Said property containing 243 acres more or less.

PHASE II

The surface is owned by The Carter Oil Company and leased to Fred S. Wagensen:

A portion of the south 1000 feet of the S½, SW¼, lying west of a point on the west bank of the Rawhide Creek, Sec. 9, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
An 1000 foot square area in the southeast corner of the SE¼, SE¼, Sec. 8, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
The east 1000 feet of the E½, NE¼, Sec. 17, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
The east 1000 feet of the NE¼, SE¼, Sec. 17, T 51 N, R 72 W, 6th P.M., Campbell County, Wyoming.
Said property containing 156 acres more or less.

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APPROVED 11/19/99

SURFACE OWNER CONSENT

Permit 232
Wyodak Mine

TFN 6 2/025
RECD FEB 03, 2016

RIGHT-OF-WAY EASEMENT AGREEMENT

This Right-of-Way Easement Agreement ("Agreement") is made and entered into effective the 30th day of November 2004 ("Effective Date"), by and between Wyoming Coal Resources Company, P.O. Box 1449, Gillette, Wyoming 82717 ("WCRC") and Wyodak Development Corporation, Inc. ("Wyodak"), 3338 Garner Lake Road, Gillette, Wyoming 82716

1. **RECITALS.** WCRC is the owner of, among other real property, the Northeast Quarter of Section 7, Township 50 North, Range 71 West of the 6th P.M., Campbell County, Wyoming. Wyodak, as the successor in interest to Kerr-McGee Coal Corporation, is the owner of the coal mine properties situated in Sections 8, 9, 10, 11, 16, 18, 19, 20, 21, 22, 28, 29, 32, and 33, Township 50 North, Range 71 West, 6th P.M., Campbell County, Wyoming which were previously part of the Clovis Point and East Gillette Mines and which have been incorporated into the Wyodak Mine. Wyodak's predecessor in interest, Kerr-McGee, and Wyodak, have gained access to the Clovis Point/East Gillette Properties (hereafter referred to as the "Wyodak Mine") by utilizing an access road which crosses WCRC's property in the Northeast Quarter of Section 7. The parties hereto desire to set forth the terms and conditions of Wyodak's use of the access road and to place this Agreement of record. Based upon the foregoing recitals and on the mutual promises contained herein, and for $10 and other good and valuable consideration, the parties hereto enter into this Agreement upon the following terms and conditions.

2. **TERMINATION OF PREVIOUS LEASE.** This Right-of-Way Agreement expressly replaces and supersedes the Right-of-Way Agreement between Kerr-McGee Coal Corporation and The Carter Oil Company dated May 16, 1976. The Right-of-Way Agreement between Kerr-McGee Coal Corporation and The Carter Oil Company dated May 16, 1976 is hereby terminated without liability to either party.

3. **GRANT OF RIGHT-OF-WAY.** WCRC hereby grants to Wyodak and its employees, agents, contractors, invitees and licensees a right-of-way easement to use that portion of the Northeast Quarter of Section 7, Township 50 North, Range 71 West of the 6th P.M., as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, for the use of providing access to the property on which the Wyodak Mine is located ("Right-of-Way").

4. **RESERVATIONS.** WCRC hereby reserves and excepts from the license herein granted all minerals, whether organic or inorganic, solid, liquid or gaseous, in any form or character ("Minerals"), together with the right to enter the Right-of-Way to explore for, develop, mine, extract, recover, remove and otherwise exploit the Minerals, whether by underground or surface mining method. The parties hereto agree that this Agreement is not intended to nor does it create a severance of the

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agree that this Agreement is not intended to nor does it create a severance of the surface and mineral estates to the Right-of-Way nor limit WCRC's rights to explore for, develop or mine Minerals on the Right-of-Way.

5. **PURPOSE.** The Right-of-Way herein granted is for the purpose of providing access to the Wyodak Mine. Wyodak agrees to maintain the existing access road within the Right-of-Way at its sole cost and expense.

6. **THIRD PARTY RIGHTS.** It is understood that the Right-of-Way is now or may hereafter be subject to surface and grazing leases, and other interests in third parties not inconsistent with Wyodak's rights hereunder. Each party shall use its best efforts to conduct operations on and in the vicinity of the Right-of-Way in such a manner as to minimize potential interference with the operations of the other party and any such third parties.

7. **WCRC'S RIGHTS.** Wyodak's rights herein are not exclusive and WCRC may freely enter upon the Right-of-Way pursuant to its rights as surface owner and many conduct all operations incident to such surface rights, including, but not by way of limitation, the right at WCRC's own expense and risk, to inspect Wyodak's operations on the Right-of-Way accompanied by Wyodak's personnel in order to ensure compliance with the Agreement and the right to conduct such activities as are necessary and required to ensure WCRC's compliance with its coal mining permit obligations, it being expressly understood and agreed that all surface rights owned by or controlled by WCRC not herein granted to Wyodak shall be retained by WCRC; provided, however, that while Wyodak's rights in the Right-of-Way are extant, WCRC shall not place or maintain any building, structure or other obstruction on the Right-of-Way, nor shall WCRC occupy by equipment or material of any kind the Right-of-Way without the prior written consent of Wyodak; nor shall WCRC use the Right-of-Way in any manner inconsistent with the rights given to Wyodak hereunder.

   WCRC shall pay to Wyodak equitable compensation for any damage caused by WCRC, its agents, employees and contractors, to Wyodak's facilities or equipment located on the Right-of-Way and arising out of WCRC's negligence, gross misconduct or omissions in the exercise of its rights to use the Right-of-Way as set forth in this section.

8. **MINING NOTICE.** Notwithstanding Section 6 above, should WCRC form a good faith intent to utilize any part of the Right-of-Way for coal mining purposes, WCRC shall give notice to Wyodak in writing not less than six months prior to the anticipated date by which WCRC's coal mining or related operations shall interfere with Wyodak's use of the Right-of-Way as a right of access to the Wyodak Mine. Upon such notice, Wyodak shall commence preparations to abandon use of such portions of the Right-of-Way as may be affected; provided, that in the event WCRC's mining operations are conducted on the Northeast Quarter of Section 7 in a manner so that the Right-of-Way granted herein may be relocated on other portions of said property, Wyodak shall have the right to cause the Right-of-Way to be relocated

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("Relocated Right-of-Way") at Wyodak's sole cost and expense and WCRC shall procure or grant a Relocated Right-of-Way for the relocated easement on the same terms and conditions as provided for herein.

9. **TERMINATION UPON DISUSE.** Should Wyodak, for a period of at least one year, permanently cease using the Right-of-Way for access to the Wyodak Mine, Wyodak agrees to remove all its property from the Right-of-Way and all rights granted hereunder shall automatically revert to WCRC. Upon termination of the Right-of-Way as to all or any portion, for whatever purpose, Wyodak will deliver within 30 days to WCRC a written instrument of termination in recordable form.

10. **DAMAGES.** Wyodak agrees to pay to WCRC all damages to growing crops, grass, personal property, real property and livestock of WCRC or its surface or subsurface lessees, licensees, easement holders, and other grantees which may be caused by Wyodak's negligent acts or omissions in the use of the Right-of-Way.

11. **INDEMNITY.** Wyodak agrees to indemnify, defend and hold harmless WCRC and persons acting on its behalf from any costs, loss, expense or liability, including court costs, attorney's fees, witness fees, fines and penalties arising from third party and governmental claims and resulting from any negligent act or omission by or on behalf of Wyodak related to its use of the Right-of-Way. The indemnity shall extend to any cost reasonably incurred by WCRC in connection with investigating, defending or responding to discovery in connection with any claim based or claimed to be based on such an act or omission. The indemnity shall be in addition to any liability which Wyodak may otherwise owe WCRC.

12. **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by Wyodak to any person or entity, including without limitation, any successor in interest or subsequent owner of the Wyodak Mine or the property on which the Wyodak Mine is located without WCRC's prior written consent which may not be unreasonably withheld.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

14. **PRIOR AGREEMENTS.** This Right-of-Way Agreement supersedes and replaces any and all prior agreements between the parties with respect to the subject matter hereof.

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WYODAK DEVELOPMENT CORPORATION, INC.

By: James A. Williams
James A. Williams
Its Vice President and General Manager

WYOMING COAL RESOURCES COMPANY

By Jeane L. Hull
Jeane L. Hull
Its VP Technical Services &
Business Improvement

Legal Review

STATE OF WYOMING)
) ss
COUNTY OF CAMPBELL)

On this the 30 day of Nov, 2004, before me the undersigned personally appeared James A. Williams, the Vice President and General Manager of Wyodak Development Company, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Dee Likewise
Notary Public

Commission expires: 9-18-2008

DEE LIKEWISE - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Sept. 18, 2008

STATE OF WYOMING)
) ss
COUNTY OF CAMPBELL)

On this the 30th day of Nov., 2004, before me the undersigned personally appeared Jeane L. Hull, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Lori A. Hutchison
Notary Public

Commission expires: October 5, 2007

LORI A. HUTCHISON - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Oct. 5, 2007

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EXHIBIT A

LEGAL DESCRIPTION OF THE WYODAK MINE ACCESS ROAD CROSSING LANDS OWNED BY WYOMING COAL RESOURCES COMPANY

A tract of land used as an Access Road in the NE1/4 of Section 7, T50N R71W of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Commencing at the East Quarter Corner otherwise referred to as the SE corner of the SE1/4 NE1/4 of said Section 7; thence N 00° 10'20"E a distance of 612.15 feet, said point being the point of beginning; thence N 54°39'10"W a distance of 626.14; thence along a curve to the right having a central angle of 10°27'00", a radius of 3739.83 feet, an arc length of 682.08 feet and along a fence line to a fence corner; thence N 44°12'10"W a distance of 661.42 feet along a fence line to a fence corner; thence along a curve to the left having a central angle of 11°45'10", a radius of 2944.93 feet, an arc length of 604.05 feet and along a fence line to a fence corner; thence N 55°57'20"W a distance of 116.59 feet along a fence line to a point where the Access Road North Right-of-Way line intersects the Easterly Right-of-Way line of Garner Lake Road; thence S 37°51'40"W along said Easterly Right-of-Way line of Garner Lake Road a distance of 80.18 feet to a point on said Easterly Right-of-Way line of Garner Lake Road; thence S 30°13'40"W along said Easterly Right-of-Way line of Garner Lake Road a distance of 80.18 feet to a fence corner at the intersection of the Easterly Right-of-Way line of Garner Lake Road and the Access Road South Right-of-Way line; thence S 55°57'20"E a distance of 116.59 feet along a fence line on said South Right-of-Way line to a fence corner; thence on a curve to the right having a central angle of 11°45'10", a radius of 2784.93 feet, an arc length of 571.23 feet and along a fence line to a fence corner; thence S 44°12'10"E a distance of 661.42 feet along a fence line to a fence corner; thence along a curve to the left having a central angle of 10°27'00", a radius of 3899.83 feet, an arc length of 711.26 feet and along a fence line to a fence corner; thence S 54°39'10"E a distance of 740.14 feet to a point on the West line of said Section 8; thence N 00°13'07"E along the West line of said Section 8 a distance of 198.11 feet to the point of beginning. Attached hereto is a map showing the approximate location of the right-of-way.

The tract contains 10.08 acres more or less.

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SURFACE OWNER CONSENT

Permit 237
Cordero Mine

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Cordero Rojo Mine

ADJUDICATION FILE

Addendum 9i

Legal Documents Associated with Cordero Rojo Mine Maysdorf I Permit Amendment Forward

Surface Rights

Haight Warranty Deed A9i-1
Garrett Trustee's Deed A9i-10
Duvall Special Warranty Deed A9i-14
Hayden Warranty Deed A9i-15

Cordero Coal Ownership & Leases

State Coal Lease 0-26935A A9i-19
North Maysdorf (WYW 154432) Lease A9i-26
South Maysdorf (WYW 174407) Lease A9i-34
Angela (Mathews) Boos to Sun Oil Co. (Predecessor to Cordero Mining LLC) Coal Deed for 65% Interest A9i-42
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Hilight Road BLM Temp Use Permit WYW-170076 .....A9i-68
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Warranty Deed Little Buffalo Ranch LLC and Flying T Land Co. LP A9i-77
Coal Deed Marquiss Minerals Inc. & Flying T Land Co. LP A9i-79
General Warranty Deed Pickrel Land & Cattle Co., Inc. A9i-81

Submitted: July 2009 *Revised:* July 2011

10/5/11-237-T8 5 3/263

TFN 6 2/025
RECD FEB 03, 2016

Surface Rights

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2701

WARRANTY DEED

MACSY HAIGHT, TRUSTEE OF THE MACSY HAIGHT TRUST dated July 22, 2004, **LESLIE E. HAIGHT and SANDRA K. HAIGHT**, husband and wife, **BARBARA H. STOCK, TRUSTEE OF THE BARBARA H. STOCK TRUST DATED MAY 15, 2000, BARBARA H. STOCK**, a married woman dealing in her sole and separate property and also known as Barbara J. Stock, **CHRISTOPHER R. STOCK**, a married man dealing in his sole and separate property, **BRUCE L. HAIGHT AND JILLAINE L. HAIGHT, TRUSTEES OF THE BRUCE L. HAIGHT REVOCABLE TRUST DATED JULY 10, 1998, JILLAINE L. HAIGHT AND BRUCE L. HAIGHT, TRUSTEES OF THE JILLAINE L. HAIGHT REVOCABLE TRUST DATED JULY 10, 1998, MARK T. HAIGHT** and **DEENA R. HAIGHT**, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEY AND WARRANT to **CORDERO MINING CO.**, a Delaware corporation, (herein referred to as "Grantee"), whose address is 505 South Gillette Avenue, Gillette, WY 82716, the following described real estate which is situate in Campbell County, Wyoming, to-wit (the "Lands"):

Description of Lands

Campbell County, Wyoming
100% interest in and to the following described lands:

T46N, R71W	
Sec. 4	W½ (aka lots 7, 8, 9, 10, 15, 16, 17, 18), W½NE¼ (aka Lots 6 & 11), NW¼SE¼ (aka Lot 14), parts of the E½NE¼ (aka Lots 5 & 12) and NE¼SE¼ (aka Lot 13) lying west of the county road.
T46N, R72W	
Sec. 3	NW¼NE¼ (aka lot 6)
T47N, R71W	
Sec. 31	S½ (aka Lots 13, 14, 15, 16, 17, 18, 19, SE¼SE¼) and N½ (aka Lots 5, 6, 7, 8, 9, 10, 11, 12)
Sec. 33	SW¼ (aka Lots 11, 12, 13, 14), W½SE¼ (aka Lots 10 & 15), part of the E½SE¼ (aka Lots 9 & 16) lying west of the county road.

03/09/11-237-I8

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RECD FEB 03,2016

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T47N, R72W

Sec. 15	S½ (aka Lots 9, 10, 11, 12, 13, 14, 15, 16)
Sec. 22	All ((aka Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
Sec. 23	SW¼SW¼ (aka Lot 13), E½SW¼ (aka Lots 11 & 14), part of the SE¼ excepting therefrom the land as described in Deed recorded 4 January 1938 in Book 17 of Deeds, page 550 of the records of Campbell County, Wyoming
Sec. 25	All (aka Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
Sec. 26	All (aka Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
Sec. 27	All (aka Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)
Sec. 33	E½NE¼ (aka Lots 1 & 8)
Sec. 34	NE¼ (aka lots 1, 2, 7 & 8), W½ (aka lots 3, 4, 5, 6, 11, 12, 13, & 14) and W½SE¼ (aka lots 10 & 15)
Sec. 35	N½ (aka Lots 1, 2, 3, 4, 5, 6, 7, 8)

50% interest in and to the following lands:

T46N, R71W

Sec. 5	Lots 3 and 4, S½NW¼, SW¼ (aka Lots 7, 8, 9, 10, 15, 16, 17, 18)

T47N, R71W

Sec. 20	SE¼SE¼ (aka lot 16)
Sec. 29	All (aka Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16), excepting therefrom the SW¼NE¼ (aka Lot 7) and land as described in Warranty Deeds recorded 3 April 1990 in Book 1098 of Photos, pages 285 and 286 of the records of Campbell County, Wyoming.
Sec. 30	All (aka lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20)
Sec. 32	N½ (aka Lots 1, 2, 3, 4, 5, 6, 7, 8)
Sec. 33	N½N½ (aka Lots 1, 2, 3, 4), S½NW¼ (aka Lots 5 & 6), SW¼NE¼ (aka Lot 7), and that portion of SE¼NE¼ (aka Lot 8) located west of the Hilight Road

Comprising in total approximately 7,823.13 acres in gross, 6,699.13 acres in net.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, restrictions, regulations, covenants, conditions, defects, mineral reservations, oil and gas leases, surface damage agreements and encroachments of record. All of the Grantor's interest in and to all surface leases, right of way agreements, and surface damage agreements are assigned to Grantee as of the date of this warranty deed.

FURTHER SUBJECT TO discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown in the public records.

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SEP 8.2009
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TFN 6 2/025
RECD FEB 03, 2016

BUT RESERVING unto Grantors all oil, gas and other mineral rights which are owned by Grantor, PROVIDED HOWEVER, that Grantors agree for themselves that Grantee's coal mining activities will take precedence over any other mineral development activities on said land for leases entered into after the date of this Warranty Deed, and further provided that if Grantee's activities require any active oil and gas wells, including coalbed methane gas wells, which have been drilled as of the date of this Warranty Deed to be prematurely abandoned, Grantee agrees to compensate Grantor for the fair market value of the royalty payments lost as result of Grantee's coal mining activities.

Grantee agrees to pay Grantors a royalty on tons of coal mined from Lands at a rate of $0.05 per ton ("Royalty Payment"), subject to reduction as described below. To the extent that Grantors collectively own less than 100% of the surface estate, the payment of the Royalty Payment shall be reduced to the percentage of Grantors' collective ownership. For example, if one or more of the Grantors are conveying an undivided 50% interest in certain acres, the Royalty Payment to be paid to the recipients shall be two and one-half cents($.025) per ton of 2,000 pounds for coal mined on those acres. The Royalty Payment shall be paid to Haight LLC, a Wyoming limited liability company. Grantors hereby convey their interest in such Royalty Payment to said company. This obligation shall be a covenant that shall run with the land and burden the land and persons or entities that acquire an interest in the above described lands shall be obligated to make this Royalty Payment. Grantors and their successors and assigns shall be an intended beneficiary of any agreement between Grantee, its assigns or successors-in-interest any third party requiring the third party to pay such Royalty Payment.

Each Grantor warrants title to only that portion of the above described lands which he or she holds record title to at the time of this conveyance.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 22nd day of May, 2007.

03/09/11-237-I8

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT

TFN 6 2/025
RECD FEB 03,2016

BOOK 2203 OF PHOTOS, PAGE 237

GRANTORS:

Macsy Haight
Macsy Haight
Trustee, Macsy Haight Trust
Dated July 22, 2004

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Macsy Haight, as Trustee of the Macsy Haight Trust dated July 22, 2004

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

CHERYL A. ERNST NOTARY PUBLIC COUNTY OF CAMPBELL STATE OF WYOMING

Leslie E. Haight
Leslie E. Haight

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Leslie E. Haight, as _____.

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

CHERYL A. ERNST NOTARY PUBLIC COUNTY OF CAMPBELL STATE OF WYOMING My Commission Expires Aug 3, 2009

LGD RECD SEP 8.2009 TFN 4 1/200 PERMIT 03/09/11-237-T8

Submitted: July 2009 *CRM ADJ-A9i-4*

TFN 6 2/025
RECD FEB 03,2016

Sandra K. Haight
Sandra K. Haight

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22 day of May, 2007 by Sandra K. Haight, as _____.

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 9-3-09

Barbara H. Stock, Trustee
Barbara H. Stock, Trustee of the
Barbara H. Stock Trust dated 5-15-2000

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22 day of May, 2007 by Barbara H. Stock, as Trustee of the Barbara H. Stock Trust dated 5/15/00

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 9-3-09

03/09/11-237-I8

LGO RECD
SEP 8.2009
TFN 4 1/200
PERMIT

TFN 6 2/025
RECD FEB 03.2016

Book 2263 of Photos, Page 296

Barbara H. Stock

Barbara H. Stock, aka Barbara J. Stock, individually

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Barbara H. Stock, as _____.

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

Christopher Stock

Christopher R. Stock

STATE OF TEXAS)
: ss.
County of Williamson)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 17 day of May, 2007 by Christopher R. Stock, as _____.

WITNESS my hand and official seal.

Notary Public

My Commission expires: May 31, 2010

RANA NOUEILATY
Notary Public
STATE OF TEXAS
My Comm. Exp. May 31, 2010

Book 2205 of Photos, Page 237

Bruce Haight, Trustee

Bruce L. Haight, Trustee of the
Bruce L. Haight Revocable Trust dated 7-10-1998
and Trustee of the Jillaine L. Haight
Revocable Trust dated 7-10-1998

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Bruce L. Haight, as Trustee of the Bruce L. Haight Revocable Trust dated 7/10/98 and the Trustee of the Jillaine L. Haight Revocable Trust dated 7/10/98
WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

Jillaine L. Haight, Trustee

Jillaine L. Haight, Trustee of the
Jillaine L. Haight Revocable Trust dated 7-10-1998
and Trustee of the Bruce L. Haight
Revocable Trust dated 7-10-1998

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Jillaine L. Haight, as Trustee of the Jillaine L. Haight Revocable Trust dated 7/10/98 and Trustee Bruce L. Haight Revocable Trust dated 7/10/98
WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

LQD RECD
SEP 8,2009
TFN 4 1/200
PERMIT
03/09/11-237-18

TFN 6 2/025
RECD FEB 03,2016

Book 2263 of Photos, Page 298

Mark T. Haight

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Mark T. Haight, ~~as~~ _____.

WITNESS my hand and official seal.

Cheryl R. Ernst
Notary Public

My Commission expires: 8-3-09

Deena R. Haight

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Deena R. Haight, ~~as~~ _____.

WITNESS my hand and official seal.

Cheryl R. Ernst
Notary Public

My Commission expires: 8-3-09

Adj. Addendum 9i

Book 2263 of Photos, Page 299

GRANTEE:

Cordero Mining Co.

By: [signature]

Its: VP Technical Services + BIP

Legal Review
MOT

STATE OF WYOMING)
: ss.
County of Campbell)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 22nd day of May, 2007 by Arin Taylor, as Vice ~~President Treasurer~~ Technical Services and BIP of Cordero Min

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My Commission expires: 8-3-09

CHERYL A. ERNST NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires 8-3-2009

RECEIVED
MAY 23 2007
CAMPBELL COUNTY
CLERK

STATE OF WYOMING
Campbell County } ss.
Filed for record this 23rd day of May A.D., 2007 at 4:02 o'clock P M. and recorded in Book 2263
Photos on page 291-299 Fees $ 41.00

89270
LQD RECD
SEP 8,2009
TFN 4 1/200
03/09/11 I237-T8

Submitted: July 2009 *CRM ADJ-A9i-9*

TFN 6 2/025
RECD FEB 03,2016

Book 2198 of Photos, Page 694

3799

TRUSTEE'S DEED

THIS DEED is executed on this date by PETER HENRY GARRETT, as Trustee of the LABIN GARRETT REVOCABLE TRUST dated July 8, 1991, of 18415 State Highway 487, Casper, Wyoming, 82604 (hereinafter called "Grantor"), in favor of Cordero Mining Co., a Delaware corporation, of Caller Box 3009, Gillette, Wyoming, 82717-3009 (hereinafter called "Grantee").

WITNESSETH

WHEREAS, the Grantor is the appointed, qualified, and acting Trustee of the Labin Garrett Revocable Trust dated July 8, 1991, as revised and amended.

NOW, THEREFORE, said Grantor, as Trustee, for good and valuable consideration, does hereby convey, set over, quitclaim, and distribute unto the Grantee and to its heir, successors and assigns, all of Grantor's right, title and interest in and to that certain real property more fully described as follows:

An undivided ¼ interest in the following:

Approximately 2,248 acres in Campbell County, Wyoming

T46N R71W 6th P.M.

Section 5: W/2 (lots 7-10 & 15-18)

T47N R71W 6th P.M.

Section 20: SESE (lot 16)

Section 29: All (lots 1-6, 8-16), except the SWNE (lot 7) and the land as described in Warranty Deeds recorded 3 April 1990 in Book 1098 of Photos, pages 285 and 286 of the records of Campbell County, Wyoming

Section 30: All (lots 5-20)

Section 32: N/2 (lots 1-8)

Section 33: N/2N/2 (lots 1-4), S/2NW (lots 5&6), SWNE (lot 7), and that portion of the SENE (lot 8) located west of the Hilight Road.

Specifically reserving the oil, gas and other minerals, including coalbed methane gas, lying in and under the lands described above, *provided, however* that Grantee's coal mining activities take precedent over any other mineral development activities on the above described land, and *provided further* that, to the extent Grantee's coal mining activities impact Grantor's rights to its oil and gas royalty, Grantor will take any and all steps as are necessary to accommodate Grantee's coal mining activities.

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT
09/09/11-237-I8

TFN 6 2/025
RECD FEB 03,2016

Book 2198 of Photos, Page 695

It is the Grantor's intent that this Deed shall convey any after acquired title of the Grantor in the above described real property, and the Grantor hereby assigns unto the Grantee all rights and warranties of title received by it by operation of law and warrants title against all claims arising by, through or under Grantor, but not otherwise.

Subject to any and all existing easements, rights-of-way and other encumbrances whether of record or not of record.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

DATED this 12 day of October, 2006.

GRANTOR:

Peter Henry Garrett, Trustee

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Peter Henry Garrett this 17th day of October, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires: 3-27-2010

NOTARY PUBLIC
ROBIN SHAEFFER
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires May 27, 2010

'YOMING } ss

Submitted: July 2009

CRM ADJ-A9i-11

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT
03/09/11-237-I8

TFN 6 2/025
RECD FEB 03,2016

Book 2198 of Photos, Page 696

579800

TRUSTEE'S DEED

THIS DEED is executed on this date by and PETER HENRY GARRETT, as Trustee of the TESS GARRETT REVOCABLE TRUST dated July 8, 1991, of 18415 State Highway 487, Casper, Wyoming, 82604 (hereinafter called "Grantor"), in favor of Cordero Mining Co., a Delaware corporation, of Caller Box 3009, Gillette, Wyoming, 82717-3009 (hereinafter called "Grantee").

WITNESSETH

WHEREAS, the Grantor is the appointed, qualified, and acting Trustee of the Tess Garrett Revocable Trust dated July 8, 1991, as revised and amended.

NOW, THEREFORE, said Grantor, as Trustee, for good and valuable consideration, does hereby convey, set over, quitclaim, and distribute unto the Grantee and to its heir, successors and assigns, all of Grantor's right, title and interest in and to that certain real property more fully described as follows:

An undivided ¼ interest in the following:

Approximately 2,248 acres in Campbell County, Wyoming

T46N R71W 6th P.M.

Section 5:	W/2 (lots 7-10 & 15-18)

T47N R71W 6th P.M.

Section 20:	SESE (lot 16)
Section 29:	All (lots 1-6, 8-16), except the SWNE (lot 7) and the land as described in Warranty Deeds recorded 3 April 1990 in Book 1098 of Photos, pages 285 and 286 of the records of Campbell County, Wyoming
Section 30:	All (lots 5-20)
Section 32:	N/2 (lots 1-8)
Section 33:	N/2N/2 (lots 1-4), S/2NW (lots 5&6), SWNE (lot 7), and: that portion of the SENE (lot 8) located west of the Hilight Road.

Specifically reserving the oil, gas and other minerals, including coalbed methane gas, lying in and under the lands described above, *provided, however* that Grantee's coal mining activities take precedent over any other mineral development activities on the above described land, and *provided further* that, to the extent Grantee's coal mining activities impact Grantor's rights to its oil and gas royalty, Grantor will take any and all steps as are necessary to accommodate Grantee's coal mining activities.

03/09/11-237-I8

LGD RECD
SEP 8.2009
TFN 4 1/200
PERMIT

TFN 6 2/025
RECD FEB 03.2016

Adj. Addendum 9i

Book 2198 of Photos, Page 697

It is the Grantor's intent that this Deed shall convey any after acquired title of the Grantor in the above described real property, and the Grantor hereby assigns unto the Grantee all rights and warranties of title received by it by operation of law and warrants title against all claims arising by, through or under Grantor, but not otherwise.

Subject to any and all existing easements, rights-of-way and other encumbrances whether of record or not of record.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

DATED this 17 day of October, 2006.

GRANTOR:

Peter Henry Garrett, Trustee

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Peter Henry Garrett this 17th day of October, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires: 3-27-2010

NOTARY PUBLIC
ROBBIN SHAEFFER
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Mar 27, 2010

WYOMING
County } ss.

Submitted: July 2009

CRM ADJ-A9i-13

LQD RECD
SEP 8,2009
FEB 4 1/200
PERMIT

03/09/11-237-I8

TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

Book 1763 of Photos, Page 442

797866

SPECIAL WARRANTY DEED

Norma L. Duvall and Kenneth R. Duvall, as Co-Trustees of the Norma L. Duvall Trust dated July 22, 1992, Grantors, of Gillette, Campbell County, Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY to Caballo Rojo, Inc., a Delaware Corporation, Grantee, the following described real estate, situate in Campbell County, State of Wyoming, warranting title to the same against claims arising by, through or under Grantor, but not otherwise, to-wit:

Township 47 North, Range 71 West, 6th P.M.

Section 20: Lot 1 Also known as NE1/4NE1/4
Section 21: Lot 4 Also known as NW1/4NW1/4
Section 28: Lots 1, 8, 9, 16 Also known as E1/2E1/2

excepting and reserving therefrom the entire interest in and to all of the oil, gas, including coalbed methane gas, coal and other minerals in and under and that may be produced from the above described premises.

Subject, however, to all reservations, covenants, conditions, restrictions, rights-of-way and easements of record, and special assessment districts, if any; taxes for the year 2001 and subsequent years.

DATED this 5th day of June, 2002.

STATE OF WYOMING } ss.
Campbell County
Filed for record this 10th day of June
A.D. 2002 at 10:00 o'clock A.M. and recorded
in Book 1763 of Photos
on page 442 Fee $ 6.00
797866
County Clerk and Ex-Officio Register of Deeds
By Deputy Priscilla M. Snider

Norma L. Duvall Trust

By: Norma L. Duvall
Norma L. Duvall,
Co-Trustee of the Norma L. Duvall Trust,
dated July 22, 1992

By: Kenneth R. Duvall
Kenneth R. Duvall,
Co-Trustee of the Norma L. Duvall Trust,
dated July 22, 1992

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing Special Warranty Deed was acknowledged before me by Norma L. Duvall and Kenneth R. Duvall (Co-Trustees), of Norma L. Duvall Trust, dated July 22, 1992 this 5th day of June, 2002.

Witness my hand and official seal.

RAMONA L. BAKER - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires August 20, 2004

My Commission Expires: 8/20/04

Notary Public

03/09/11-237-J8

LGD RECD *Submitted:* July 2009
SEP 8.2009
TFN 4 1/200
PERMIT

CRM ADJ-A9i-14

TFN 6 2/025
RECD FEB 03.2016

Adj. Addendum 9i

926769 Book 2444 of PHOTOS Page 00373

926769

WARRANTY DEED

TONY AND KAREN HAYDEN, husband and wife, (herein referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS AND WARRANTS to Cordero Mining LLC, a Delaware limited liability company, whose address is P.O. Box 3009, Gillette, WY 82717-3009, all of Grantor's interest in the following-described real estate which is situate in Campbell County, Wyoming, to-wit:

Township 46 North, Range 71 West, 6th P.M.

Section 11: SE¼SE¼
Section 14: NE¼NE¼
EXCEPTING THEREFROM a parcel conveyed unto Glacier Park Company by Warranty Deed dated 10 October 1977 and recorded 17 January 1983 in Book 658 of Photos, page 262; and a parcel conveyed by General Warranty Deed unto BNSF Railway Company dated 26 April 2007 and recorded 7 May 2007 in Book 2257 of Photos, page 107 of the records of Campbell County, Wyoming

RESERVING UNTO GRANTOR all oil, gas and other minerals located in or under the said lands which Grantor owns.

SUBJECT TO the exceptions listed on **Exhibit A** to this Deed, herein incorporated by reference.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 7 day of 5 /May, 2009.

Tony Hayden
Tony Hayden

Karen Hayden
Karen Hayden

Submitted: July 2009 ***CRM ADJ-A9i-15***

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT
03/09/11-237-I8

TFN 6 2/025
RECD FEB 03.2016

Adj. Addendum 9i

926769 Book 2444 of PHOTOS Page 00374

STATE OF WYOMING)
: ss.
COUNTY OF CAMPBELL)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 7th day of May, 2009, by Tony and Karen Hayden, husband and wife.

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My commission expires: 8-3-09

CHERYL A. ERNST - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires Aug. 3, 2009

03/09/11-237-T8
LGD RECD SEP 8,2009
TFN 4 1/200
PERMIT
OK-TEA. ATTACHED

Submitted: July 2009

CRM ADJ-A9i-16

TFN 6 2/025
RECD FEB 03,2016

926769 Book 2444 of PHOTOS Page 00375

EXHIBIT A

To

WARRANTY DEED

Leases and Agreements

Terms, conditions and provisions of Agreement by and between Glacier Park Company and Sunoco Energy Development, Co. for right-of-ways and other incidental purposes, instrument dated 22 September 1980 and recorded 10 October 1980 in Book 526 of Photos, page 513; Amendment recorded 4 August 1981 in Book 568 of Photos, page 92; Conveyance and Agreement recorded 16 January 1984 in Book 726 of Photos, page 315 of the records of Campbell County, Wyoming.

Dependent Resurvey of Township 46 North, Range 71 West of the Sixth Principal Meridian, Wyoming by United States Department of the Interior Bureau of Land Management, recorded 23 April 1987 as Instrument No. 597932 of the records of Campbell County, Wyoming.

Terms, conditions and provisions of Right of Way Contract, over, under and across the E1/2 of Section 14, T46N, R71W, 6th P.M., Campbell County, Wyoming, for pipe lines and other incidental purposes granted unto Phillips Petroleum Company by instrument dated 11 September 1981 and recorded 28 October 1981 in Book 580 of Photos, page 373 of the records of Campbell County, Wyoming.

Terms, conditions and provisions of Right of Way Contract, over, under and across the NE1/4 of Section 14, E1/2 of Section 11, NW1/4 of Section 12 and W1/2 of Section 1, T46N, R71W and the W1/2 of Section 25, T47N, R71W, 6th P.M., Campbell County, Wyoming, for pipe lines and other incidental purposes granted unto Phillips Petroleum Company by instrument dated 23 June 1982 and recorded 9 July 1982 in Book 622 of Photos, page 584 of the records of Campbell County, Wyoming.

Assignment of Rights of Way granted by GPM Gas Corporation, Phillips Petroleum Company and Phillips Gas Holdings, Inc. unto KN Gas Gathering, Inc., as contained in instrument recorded 23 October 1992 in Book 1211 of Photos, page 162 AND Assignment and Conveyance between KN Gas Gathering, Inc. and Kinder Morgan Operating L.P. (A) recorded 13 December 2001 in Book 1716 of Photos, page 83 of the records of Campbell County, Wyoming.

Right of Way Easement, over, under and across the SE1/4SE1/4 of Section 11, T46N, R71W, 6th P.M., Campbell County, Wyoming, for electrical lines and other incidental purposes granted unto Powder River Energy Corporation dated 25 August 1998 and recorded 1 February 1999 in Book 1524 of Photos, page 111 of the records of Campbell County, Wyoming.

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Conveyance, Transfer, Assignment and Assumption by and between Kinder Morgan Operating L.P. and KM Upstream LLC by instrument dated 17 March 2005 and recorded 31 March 2005 in Book 2045 of Photos, page 333 of the records of Campbell County, Wyoming.

General Conveyance, Assignment, and Bill of Sale by and between KM Upstream, LLC and MEG Wyoming Gas Service, LLC, instrument dated 31 May 2006 and recorded 7 June 2006 in Book 2160 of Photos, page 18 of the records of Campbell County, Wyoming.

Memorandum of Rights by and between KM Upstream, LLC and MEG Wyoming Gas Services, LLC dated 31 May 2006 and recorded 16 June 2006 in Book 2163 of Photos, page 76 of the records of Campbell County, Wyoming.

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926769 Recorded on 6/08/2009 at 10.58.00 Fee 17.00
Book 2444 of PHOTOS Pages 373 to 376
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓

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Coal Leases

State Coal Lease 0-26935A

P.L. #20
Amended January 6, 1998

STATE OF WYOMING
COAL MINING LEASE

THIS INDENTURE OF LEASE ENTERED INTO THIS 2nd day of April, 20 05, A.D. by and between the STATE OF WYOMING, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and

Cordero Mining Co.

party of the second part, hereinafter called the lessee.

Section 1. PURPOSES. The lessor, in consideration of the rentals and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to mine, extract and remove all of the coal deposits in or under the following described land, to wit:

640.00 All Section 16, Township 46N, Range 71W 6th p.m.

consisting of 640.00 acres, more or less, Campbell county, together with the right to construct, and maintain thereon all work, buildings, plants, waterways, roads, telegraph, telephone and power lines, tipples, hoists or other structures necessary to the full enjoyment thereof, including the right to transport coal through the underground workings on the premises above described, subject however, to the conditions hereinafter set forth.

Section 2. TERM OF LEASE. This lease, unless terminated at an earlier date as hereinafter provided, shall remain in force and effect for a term of ten (10) years beginning on the 2nd day of April, 20 05 and expiring on the 1st day of April, 20 15.

Section 3. IN CONSIDERATION OF THE FOREGOING, THE LESSEE COVENANTS AND AGREES:

(a) BOND When the lease becomes an operating lease or actual operations for the mineral are to be commenced, the bond shall be furnished in such a reasonable amount as the Office of State Lands and Investments shall determine to be advisable in the premises. The operating bond shall preferably be a corporate surety bond, executed by the lessee, the surety being authorized to do business in the State of Wyoming. A cash bond may be furnished on the consent of the Office of State Lands and Investments if the lessee is unable to obtain a corporate surety bond. Form of bond will be furnished by the Office of State Lands and Investments. The State will require two executed copies of the bond, therefore as many additional copies should be made as will be required by the lessee and the bonding company.

(b) PAYMENTS To make all payments accruing hereunder to the Office of State Lands and Investments, 122 West 25th Street, Herschler Building, Cheyenne, Wyoming 82002-0600.

(c) RENTALS Prior to the discovery of commercial quantities of coal in the lands herein leased, to pay the lessor in advance beginning with the effective date hereof, an annual rental of ONE DOLLAR ($1.00) PER ACRE OR FRACTION THEREOF PER YEAR for the 1st through the 5th year inclusive and TWO DOLLARS ($2.00) PER ACRE OF FRACTION THEREOF PER YEAR for the 6th through 10th years inclusive - or renewal thereof; provided, however, that if the said lands are not on a commercial mining basis and so operated at the end of two (2) years from the date hereof, such rental may be increased at the option of the lessor, to such an amount as the lessor may decide to be fair and equitable.

After the discovery of commercial quantities of coal in the lands herein leased to pay to the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which commercial discovery was made, an annual rental of TWO DOLLARS ($2.00) PER ACRE OR FRACTION THEREOF PER YEAR unless changed by agreement, such rental so paid for any

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one year to be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No Notice of Rental Due shall be sent to the lessee. If the rental is not received in this office on or before the date it becomes due, Notice of Default will be sent to the lessee and a penalty of 50¢ per acre or fraction thereof for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not received in this office within thirty (30) days after the Notice of Default has been received by the lessee, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTY To pay a royalty on all coal mined from the land herein leased, either in kind or value as the lessor may elect of 12½% on coal mined by surface mining operations and 8% on coal mined by underground mining methods.

Royalty shall be payable on the gross value at the mine on all coal mined. Gross value for the purpose of royalty calculation means the unit sale or contract price times the number of units sold. In calculating gross value the sales price shall be prima facia evidence of such gross value. No deduction shall be allowed for fees, taxes, assessments or similar levies imposed by the State of Wyoming, its political subdivisions, any other state or the federal government, nor for the expense of mining, processing and loading the coal in merchantable condition at the mine ready for shipment. If the coal is not sold and valued at the mine, transportation from the mine to the point of sale or delivery may be deducted in determining value. In the event there is no sale of the coal or the Board of Land Commissioners determines that the sales price does not truly reflect the value of the coal, it may make its own determination of value and require that royalties be paid on the basis of the value determined by the Board.

If the lessor elects to take its royalty in kind, such coal shall be good merchantable coal delivered for shipment at the mine.

(e) MONTHLY PAYMENTS AND STATEMENTS Unless a different time schedule is approved by the Board of Land Commissioners, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production, for royalties on all coal mined from the land; and to furnish sworn monthly statements therewith showing in tons the amount of all coal mined, accompanied by the mine weights; and such other information as may be called for by the form of report prescribed by the lessor. These statements are to be subject to verification by examination of books and records of the lessee.

(f) UNDERGROUND WORKINGS That in the underground workings for coal all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering); that all underground timbering placed in the mine shall be kept in good condition and at no time shall such timbering be removed unless all of the coal in the lands have been removed; that at the termination of this lease all underground timberings shall become the property of the lessor without compensation therefor to the lessee; that all parts or workings, where the coal is not exhausted and for good reasons not being worked, will be kept free from water and waste material; and that the underground workings shall be protected against fire and flood and should creeps and squeezes occur they shall be checked without delay; to leave such solid blocks of coal as may be necessary to support the cover and protect the slopes, air-courses, manways, and hauling roads to permit the lessee to mine coal from any lands which he may own or become owner of in adjacent sections of land; and the lessee shall have the use of the slopes, air-courses, manways and hauling roads for the purpose of mining in the adjacent sections provided the lessee shall pay the royalty for the blocks of coal so left for support for protection, if it shall be agreed that the blocks of coal so left shall be more for the benefit of the lessee than to the State of Wyoming, and all coal so paid for may be removed subsequently during the term of this lease without subjecting the lessee to the payment of an additional royalty therefor.

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(g) STRIP WORKINGS That all strip workings shall be operated in such a manner so as to remove all coal in the vein or veins worked; that strip mining shall be continuous across the property according to a definite plan and pattern submitted to and receiving the approval of the Office of State Lands and Investments; that all overburden removed shall, as mining progresses, be returned to original pit and leveled, so that all the expiration or surrender of the lease or termination of mining activities the land will approximate its previous configuration; that all roads and bridges built and necessary to mining operation on the land shall upon the expiration, forfeiture or surrender of said lease become the property of the lessor.

(h) WEIGHT - WEIGHT RECORD That all coal mined or taken from the premises, upon being hoisted and trammed, shall be weighed and the weight thereof together with the proper check number, entered in due form in books kept for such purpose by the lessee; and an accurate record of the weight of all coal mined from the land shall be kept and preserved separate from the records of the coal mined from other lands.

The term "ton" as herein used means a ton of two thousand (2,000) pounds of unscreened coal, unless the lessor elects to compute a ton of coal at twenty-nine cubic feet of coal in the solid, or by the measurements of the space from which the coal is mined, deducting therefrom all space occupied by slate or other impurities, and in such case the computation shall be final and binding upon the lessee.

(i) MAPS AND REPORTS Upon demand, to furnish the Office of State Lands and Investments with copies or Blue-prints of all maps of underground surveys of leased lands made or authorized by the lessee, including engineer's field notes, certified by the engineer who made such survey; and to make such other reports pertaining to the production and operation by the lessee as may be called for by the lessor.

As required by W.S. 36-6-102, copies of all electrical, gamma-ray neutron, resistivity or other types of sub-surface log reports obtained by or for lessee in conducting operations on the leased premises shall be submitted to the State Geologist within three (3) years after the completion of drilling.

(j) TAXES AND WAGES - FREEDOM OF PURCHASE To pay when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming, upon improvements, coal produced from the land hereunder or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(k) STATUTORY REQUIREMENTS AND REGULATIONS To comply with all State statutory requirements and valid regulations thereunder.

(l) ASSIGNMENT OF LEASE - MINING AGREEMENTS (1) Not to assign this lease or any interest herein, nor sub-let any portion thereof, except with the consent in writing of the lessor first and obtained.

(2) To submit a signed copy of any mining agreement entered into affecting the possessory title to any of the land hereby leased for approval by the lessor.

(3) All overriding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(m) DELIVER PREMISES IN CASE OF FORFEITURE To deliver the leased premises with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

(n) DILIGENCE IN DEVELOPMENT This lease is granted with express

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understanding that prospecting, coal mining, and the recovery of the valuable coal content of the above described lands shall be pursued with diligence, and if at any time the lessor has reasonable belief that the operations are not being so conducted it shall so notify lessee in writing, and if compliance is not promptly obtained and the delinquency fully satisfied, it may then, at the end of any lease year, declare this said lease terminated and offer the said lands to the highest and best bidder, and upon such terms as the lessor may prescribe, provided, that the herein designated lessee amy have a preferential right to a new lease on the same terms and conditions as offered in the best bid; provided, however, that if the lessee fails or refuses to exercise such right the improvements then on the property shall be disposed of pursuant to Section 6 of this lease.

Section 4. GENERAL COVENANTS.

(a) The lessee shall have the right to enter upon, occupy and enjoy such surface areas of the described tract as are necessary for the mining of coal, and the construction of all buildings and other surface improvements incidental to the work contemplated by this lease; but the lessee shall fully protect the rights of any agricultural and grazing leases which have heretofore or may hereafter be granted or sale contract holders by erecting cattle guards or gates and keeping closed gates in all fences in which openings are or may be made, and for protection of stock grazing thereon to fence or close all holes, pits or open cuts in which injury might be sustained, and shall not contaminate any living water upon the land so as to make it injurious to livestock; and, further, should the lessee or any person holding from, by or under the lessee, in any operation on said premises under this lease, destroy or injure any crop, building or other improvements of any tenant, lessee, purchaser, or other person holding under the State, the lessee agrees to fully indemnify all such injured parties in such sum or sums as may be mutually agreed upon by the respective parties, or as may be fixed by appraisers appointed by each party if agreement is impossible; or the Board of Land Commissioners may fix the amount of such indemnity after inspection or hearing.

(b) The rights of the lessee hereunder are subject further to the right of any other mineral lessee, his sublessee, or operator under any other mineral lease or leases as provided by the Rules and Regulations of the Board of Land Commissioners Governing the Leasing of Sub-surface Resources and providing for multiple development of those resources, now in force, or renewals thereof; to enjoy the free use of so much of the surface of the said lands as are necessary and incidental to their operations thereunder; and coal mining operations shall be conducted so as not to unduly interfere with the natural production operations, nor shall coal mining operations be conducted nearer than two hundred (200) feet from any productive oil or gas well without consent of the oil and gas lessee; and the lessee further shall not disturb any existing road or roads now on said lands nor roads leading to or from any well or well locations without first providing adequate and suitable roads in lieu thereof, and the lessee shall fully indemnify any such lessee for any injury or damages resulting from his operations hereunder in such amount so fixed as above provided.

(c) Such methods of mining shall be used as shall insure the extraction of the greatest amount of the coal bed possible, and all coal mining operations on these premises shall be subject to the supervision of the State Coal Mine Inspector or other officers as by law provided.

(d) During the proper hours and at all times during the continuance of this lease the lessor or its representatives shall be authorized to go through any of the shafts, openings or workings on the premises and to examine, inspect and survey the same and to make extracts of all books and weigh sheets which show in any way the coal output from the land.

(e) This lease shall include only the right and privilege of coal mining, but if the lessee shall discover any vein, lode, lead or ledge or other mineralized rock in or under said lands he shall immediately report the same to the lessor and shall then have a preferential right for a period of thirty (30) days following the date of discovery to lease said vein, lode, lead or ledge upon such terms, conditions, and royalty as may be fairly fixed by the State Board of Land Commissioners, providing the land

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had not been leased prior to such time for that specific mineral.

Section 5. THE LESSOR EXPRESSLY RESERVES:

(a) DISPOSITION OF SURFACE The right to lease, grant right-of-way, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, or in accordance with the Rules of the Board of Land commissioners, insofar as the surface is not necessary for the use of the lessee in the extraction and removal of the coal therein, except where such surface rights have been sold or otherwise disposed of by the State of Wyoming.

(b) MULTIPLE USE The right to lease the lands for other minerals subject to the Rules and Regulations of the Board of Land Commissioners providing for Leasing of Sub-surface Resources and the Multiple Use thereof.

Section 6. APPRAISAL OF IMPROVEMENTS Upon the expiration of this lease, or earlier termination thereof pursuant to surrender or forfeiture, or if such land be leased to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of in the manner provided by law.

Section 7. FORFEITURE CLAUSE In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this agreement, at the option of the lessor, shall cease and terminate and shall become ipso facto null and void, and all improvements upon said land or premises under the terms of this lease shall forfeit to and become the property of the State of Wyoming. In the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default, either by personal service or by registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Section 8. RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said land as follows.

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Office of State Lands and Investments a written relinquishment or surrender, duly signed and either witnessed or acknowledged and stating therein that no operations have been conducted on the lands. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Office of State Lands and Investments or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board of Land commissioners.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Office of State Lands and Investments a written relinquishment or surrender duly witnessed or acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the mines thereon shall have been placed in condition acceptable to lessor and shall have been approved by the Board Of Land Commissioners.

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(c) All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by the Board of Land Commissioners. A relinquishment have become effective there shall be no recourse by lessee, and the lease as to the relinquished lands may not be reinstated.

Section 9. HEIRS AND SUCCESSORS IN INTEREST. It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors of or assigns of the respective parties hereto.

Section 10. Sovereign Immunity. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a) and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee effective as of the day and year first above written.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners and State Lands and Investment Board

SEAL

BY: Lynne Boomgaard
Director,
Office of State Lands and Investments

LESSEE: A.N.H. Taylor
A.N.H. Taylor
VP Technical Services & P

CORPORATE SEAL

LEGAL REVIEW

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LEASE NO.: 0-26935-A-REISSUE-SEGREGATED LEASE

TYPE OF LEASE: Coal

NAME OF LESSEE: Cordero Mining Co.

ADDRESS: P.O. Box 3009
Gillette, WY 82717-3009

EXPIRATION DATE OF LEASE: April 1, 2015

AMOUNT OF RENTAL: $2,560.00

COUNTY: Campbell

FUND: Common School

BOND:

SUBJECT TO OVERRIDING ROYALTY OF .01 PER SHORT TON OF COAL MINED, PRODUCED, SAVED AND MARKETED PREVIOUSLY RESERVED BY PAGE T. JENKINS AND .01 PER SHORT TON OF COAL MINED, PRODUCED, SAVED AND MARKETED PREVIOUSLY RESERVED BY JOHN S. WOLD AND .02 PER TON PREVIOUSLY RESERVED BY ARCH WESTERN RESOURCES, LLC.

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Form 1400-13
(April 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COAL LEASE

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
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FORM APPROVED
OMB NO. 1004-0073
Expires March 31, 2010

Serial Number
WYW164432

RECEIVED
CHEYENNE, WYOMING

PART I. LEASE RIGHTS GRANTED

This lease, entered into by and between the UNITED STATES OF AMERICA, hereinafter called lessor, through the Bureau of Land Management (BLM), and *(Name and Address)*

Cordero Mining LLC
P.O. Box 1449
Gillette, WY 82717-1449

hereinafter called lessee, is effective *(date)* 05/01 / 2009, for a period of 20 years and for so long thereafter as coal is produced in commercial quantities from the leased lands, subject to readjustment of lease terms at the end of the 20th lease year and each 10-year period thereafter.

Sec. 1. This lease is issued pursuant and subject to the terms and provisions of the:
☑ Mineral Lands Leasing Act of 1920, Act of February 25, 1920, as amended, 41 Stat. 437, 30 U.S.C. 181-287, hereinafter referred to as the Act;
☐ Mineral Leasing Act for Acquired Lands, Act of August 7, 1947, 61 Stat. 913, 30 U.S.C. 351-359,
and to the regulations and formal orders of the Secretary of the Interior which are now or hereafter in force, when not inconsistent with the express and specific provisions herein.

Sec. 2. Lessor, in consideration of any bonuses, rents, and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants and leases to lessee the exclusive right and privilege to drill for, mine, extract, remove, or otherwise process and dispose of the coal deposits in, upon, or under the following described lands:

T. 47 N., R. 71 W., 6th P.M., Wyoming
Sec. 7: Lots 5, 12, 13, 20;
Sec. 8: Lots 3 through 6, 11 through 13.

containing 445.89 acres, more or less, together with the right to construct such works, buildings, plants, structures, equipment and appliances and the right to use such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted, subject to the conditions herein provided.

PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee must pay lessor rental annually and in advance for each acre or fraction thereof during the continuance of the lease at the rate of $ 3.00 for each lease year.

(b) RENTAL CREDITS - Rental will not be credited against either production or advance royalties for any year.

Sec. 2. (a) PRODUCTION ROYALTIES - The royalty will be 12.5 percent of the value of the coal as set forth in the regulations. Royalties are due to lessor the final day of the month succeeding the calendar month in which the royalty obligation accrues.

(b) ADVANCE ROYALTIES - Upon request by the lessee, the BLM may accept, for a total of not more than ~~10 years~~, the payment of advance royalties in lieu of continued operation, consistent with the regulations. The advance royalty will be based on a percent of the value of a minimum number of tons determined in the manner established by the advance royalty regulations in effect at the time the lessee requests approval to pay advance royalties in lieu of continued operation.
*20 years [Public Law 109-58]

Sec. 3. BONDS - Lessee must maintain in the proper office a lease bond in the amount of $. The BLM may require an increase in this amount when additional coverage is determined appropriate.

Sec. 4. DILIGENCE - This lease is subject to the conditions of diligent development and continued operation, except that these conditions are excused when operations under the lease are interrupted by strikes, the elements, or casualties not attributable to the lessee. The lessor, in the public interest, may suspend the condition of continued operation upon payment of advance royalties in accordance with the regulations in existence at the time of the suspension. Lessee's failure to produce coal in commercial quantities at the end of 10 years will terminate the lease. Lessee must submit an operation and reclamation plan pursuant to Section 7 of the Act not later than 3 years after lease issuance.

The lessor reserves the power to assent to or order the suspension of the terms and conditions of this lease in accordance with, inter alia, Section 39 of the Mineral Leasing Act, 30 U.S.C. 209.

5. LOGICAL MINING UNIT (LMU) - Either upon approval by the lessor of the lessee's application or at the direction of the lessor, this lease will become an LMU or part of an LMU, subject to the provisions set forth in the regulations.

The stipulations established in an LMU approval in effect at the time of LMU approval will supersede the relevant inconsistent terms of this lease so long as the lease remains committed to the LMU. If the LMU of which this lease is a part is dissolved, the lease will then be subject to the lease terms which would have been applied if the lease had not been included in an LMU.

(Continued on page 2)

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Sec. 6. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee must furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee must keep open at all reasonable times for the inspection by BLM the leased premises and all surface and underground improvements, works, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee must allow lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section will be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 7. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee must comply at its own expense with all reasonable orders of the Secretary, respecting diligent operations, prevention of waste, and protection of other resources.

Lessee must not conduct exploration operations, other than casual use, without an approved exploration plan. All exploration plans prior to the commencement of mining operations within an approved mining permit area must be submitted to the BLM.

Lessee must carry on all operations in accordance with approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health, or property, and prevention of waste, damage or degradation to any land, air, water, cultural, biological, visual, and other resources, including mineral deposits and formations of mineral deposits not leased hereunder, and to other land uses or users. Lessee must take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures. Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder and approving easements or rights-of-way. Lessor must condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 8. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee must: pay when due all taxes legally assessed and levied under the laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies, and take measures necessary to protect the health and safety of the public. No person under the age of 16 years should be employed in any mine below the surface. To the extent that laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors should maintain segregated facilities.

Sec. 9. (a) TRANSFERS

- [x] This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interest.
- [ ] This lease may be transferred in whole or in part to another public body or to a person who will mine coal on behalf of, and for the use of, the public body or to a person who for the limited purpose of creating a security interest in favor of a lender agrees to be obligated to mine the coal on behalf of the public body.
- [ ] This lease may only be transferred in whole or in part to another small business qualified under 13 CFR 121.

Transfers of record title, working or royalty interest must be approved in accordance with the regulations.

(b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee will be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 10. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all portions of this lease are returned to lessor, lessee must deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings in condition for suspension or abandonment. Within 180 days thereof, lessee must remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the BLM. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, will become the property of the lessor, but lessee may either remove any or all such property or continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor will waive the requirement for removal, provided the third parties do not object to such waiver. Lessee must, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, and reclaim access roads or trails.

Sec. 11. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to cancellation by the lessor only by judicial proceedings. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver will not prevent later cancellation for the same default occurring at any other time.

Sec. 12. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. INDEMNIFICATION - Lessee must indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 14. SPECIAL STATUTES - This lease is subject to the Clean Water Act (33 U.S.C. 1252 et seq.), the Clean Air Act (42 U.S.C. 4274 et seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation, including the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201 et seq.).

Sec. 15. SPECIAL STIPULATIONS
See attached pages 5 through 8.

(Continued on page 3)

LOD RECD
SEP 8.2009
TFN 4 1/200
PERMIT
03/09/11-237-18

TFN 6 2/025
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WYW154432
Page 3 of 8 Pages

Sec. 15. SPECIAL STIPULATIONS (Cont'd.) -

See attached pages 5 through 8.

THE UNITED STATES OF AMERICA

CORDERO MINING LLC (Company or Lessee Name)	By Bill Hill
x Vic Barrett (Signature of Lessee)	x Bill Hill (BLM)
x CFO (Title)	Acting for State Director (Title)
x 12 Feb 09 (Date)	May 5, 2009 (Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this application.
AUTHORITY: 30 U.S.C. 181-287 and 30 U.S.C. 351-359.
PRINCIPAL PURPOSE: BLM will use the information you provide to process your application and determine if you are eligible to hold a lease on BLM Land.
ROUTINE USES: BLM will only disclose the information according to the regulations at 43 CFR 2.56(d).
EFFECT OF NOT PROVIDING INFORMATION: Disclosing the information is necessary to receive a benefit. Not disclosing the information may result in BLM's rejecting your request for a lease.

The Paperwork Reduction Act of 1995 requires us to inform you that:
The BLM collects this information to authorize and evaluate proposed exploration and mining operations on public lands.
Response to the provisions of this lease form is mandatory for the types of activities specified.
The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average one hour per response including the time for reading the instructions and provisions, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0073), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, Mail Stop 401 LS, Washington, D.C. 20240.

(Form 3400-12, page 3)

03/09/11-237-T8

LQD RECD SEP 8,2009
FN 4 1/200
PERMIT

Submitted: July 2009

CRM ADJ-A9i-28

TFN 6 2/025
RECD FEB 03,2016

**DEFERRED BONUS PAYMENT SCHEDULE
TO BE ATTACHED TO AND MADE A PART OF
FEDERAL COAL LEASE WYW154432**

This lease is issued subject to the payment of $ 38,478,739.20 by the lessee as a deferred bonus. Payment of the deferred bonus by the lessee shall be made as follows:

Total amount of bid: $ 48,098,424.00.

One-fifth in the amount of $ 9,619,684.80 submitted on the date of sale. Balance is due and payable in equal annual installments on the first four anniversary dates of the lease:

One-fifth in the amount of $ 9,619,684.80 due on May 1, 2010.

One-fifth in the amount of $ 9,619,684.80 due on May 1, 2011.

One-fifth in the amount of $ 9,619,684.80 due on May 1, 2012.

One-fifth in the amount of $ 9,619,684.80 due on May 1, 2013.

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT

03/09/11-237-T8

TFN 6 2/025
RECD FEB 03,2016

SEC. 15. **SPECIAL STIPULATIONS -**

In addition to observing the general obligations and standards of performance set out in the current regulations, the lessee shall comply with and be bound by the following special stipulations.

These stipulations are also imposed upon the lessee's agents and employees. The failure or refusal of any of these persons to comply with these stipulations shall be deemed a failure of the lessee to comply with the terms of the lease. The lessee shall require his agents, contractors and subcontractors involved in activities concerning this lease to include these stipulations in the contracts between and among them. These stipulations may be revised or amended, in writing, by the mutual consent of the lessor and the lessee at any time to adjust to changed conditions or to correct an oversight.

(a) ***CULTURAL RESOURCES*** - (1) Before undertaking any activities that may disturb the surface of the leased lands, the lessee shall conduct a cultural resource intensive field inventory in a manner specified by the Authorized Officer of the BLM or of the surface managing agency, if different, on portions of the mine plan area and adjacent areas, or exploration plan area, that may be adversely affected by lease-related activities and which were not previously inventoried at such a level of intensity. The inventory shall be conducted by a qualified professional cultural resource specialist (i.e., archeologist, historian, historical architect, as appropriate), approved by the Authorized Officer of the surface managing agency (BLM, if the surface is privately owned), and a report of the inventory and recommendations for protecting any cultural resources identified shall be submitted to the Regional Director of the Western Region of the Office of Surface Mining (the Western Regional Director), the Authorized Officer of the BLM, if activities are associated with coal exploration outside an approved mining permit area (hereinafter called Authorized Officer), and the Authorized Officer of the surface managing agency, if different. The lessee shall undertake measures, in accordance with instructions from the Western Regional Director, or Authorized Officer, to protect cultural resources on the leased lands. The lessee shall not commence the surface disturbing activities until permission to proceed is given by the Western Regional Director or Authorized Officer.

(2) The lessee shall protect all cultural properties that have been determined eligible to the National Register of Historic Places within the lease area from lease-related activities until the cultural resource mitigation measures can be implemented as part of an approved mining and reclamation or exploration plan unless modified by mutual agreement in consultation with the State Historic Preservation Officer.

(3) The cost of conducting the inventory, preparing reports, and carrying out mitigation measures shall be borne by the lessee.

(4) If cultural resources are discovered during operations under this lease, the lessee shall immediately bring them to the attention of the Western Regional Director or Authorized Officer, or the Authorized Officer of the surface managing agency, if the Western Regional Director is not available. The lessee shall not disturb such resources except as may be subsequently authorized by the Western Regional Director or Authorized Officer.

Within two (2) working days of notification, the Western Regional Director or Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect or

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SEC. 15. **SPECIAL STIPULATIONS** (Continued) -

preserve such discoveries. The cost of data recovery for cultural resources discovered during lease operations shall be borne by the lessee unless otherwise specified by the Authorized Officer of the BLM or of the surface managing agency, if different.

(5) All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.

(b) ***PALEONTOLOGICAL RESOURCES*** - If paleontological resources, either large and conspicuous, and/or of significant scientific value are discovered during mining operations, the find will be reported to the Authorized Officer immediately. Mining operations will be suspended within 250 feet of said find. An evaluation of the paleontological discovery will be made by a BLM approved professional paleontologist within five (5) working days, weather permitting, to determine the appropriate action(s) to prevent the potential loss of any significant paleontological value. Operations within 250 feet of such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

(c) ***THREATENED and ENDANGERED SPECIES*** - The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened or endangered under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.*, or that have other special status. The Authorized Officer may recommend modifications to exploration and development proposals to further conservation and management objectives or to avoid activity that will contribute to a need to list such species or their habitat or to comply with any biological opinion issued by the Fish and Wildlife Service for the proposed action. The Authorized Officer will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act. The Authorized Officer may require modifications to, or disapprove a proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species, or result in the destruction or adverse modification of designated or proposed critical habitat.

The lessee shall comply with instructions from the Authorized Officer of the surface managing agency (BLM, if the surface is private) for ground disturbing activities associated with coal exploration on federal coal leases prior to approval of a mining and reclamation permit or outside an approved mining and reclamation permit area. The lessee shall comply with instructions from the Authorized Officer of the Office of Surface Mining Reclamation and Enforcement, or his designated representative, for all ground-disturbing activities taking place within an approved mining and reclamation permit area or associated with such a permit.

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SEC. 15. **SPECIAL STIPULATIONS** (Continued) -

(d) ***MULTIPLE MINERAL DEVELOPMENT*** - Operations will not be approved which, in the opinion of the Authorized Officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

(e) ***OIL AND GAS/COAL RESOURCES*** - The BLM realizes that coal mining operations conducted on Federal coal leases issued within producing oil and gas fields may interfere with the economic recovery of oil and gas; just as Federal oil and gas leases issued in a Federal coal lease area may inhibit coal recovery. BLM retains the authority to alter and/or modify the resource recovery and protection plans for coal operations and/or oil and gas operations on those lands covered by Federal mineral leases so as to obtain maximum resource recovery.

(f) ***RESOURCE RECOVERY AND PROTECTION*** - Notwithstanding the approval of a resource recovery and protection plan (R2P2) by the BLM, lessor reserves the right to seek damages against the operator/lessee in the event (i) the operator/lessee fails to achieve maximum economic recovery (MER) (as defined at 43 CFR 3480.0-5(21)) of the recoverable coal reserves or (ii) the operator/lessee is determined to have caused a wasting of recoverable coal reserves. Damages shall be measured on the basis of the royalty that would have been payable on the wasted or unrecoverable coal.

The parties recognize that under an approved R2P2, conditions may require a modification by the operator/lessee of that plan. In the event a coal bed or portion thereof is not to be mined or is rendered unmineable by the operation, the operator/lessee shall submit appropriate justification to obtain approval by the Authorized Officer to lease such reserves unmined. Upon approval by the Authorized Officer, such coal beds or portions thereof shall not be subject to damages as described above. Further, nothing in this section shall prevent the operator/lessee from exercising its right to relinquish all or portion of the lease as authorized by statute and regulation.

In the event the Authorized Officer determines that the R2P2, as approved, will not attain MER as the result of changed conditions, the Authorized Officer will give proper notice to the operator/lessee as required under applicable regulations. The Authorized Office will order a modification if necessary, identifying additional reserves to be mined in order to attain MER. Upon a final administrative or judicial ruling upholding such an ordered modification, any reserves left unmined (wasted) under that plan will be subject to damages as described in the first paragraph under this section.

Subject to the right to appeal hereinafter set forth, payment of the value of the royalty on such unmined recoverable coal reserves shall become due and payable upon determination by the Authorized Officer that the coal reserves have been rendered unmineable or at such time that the operator/lessee had demonstrated an unwillingness to extract the coal.

The BLM may enforce this provision either by issuing a written decision requiring payment of the MMS demand for such royalties, or by issuing a notice of non-compliance. A decision or notice of non-compliance issued by the lessor that payment is due under this stipulation is appealable as allowed by law.

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Adj. Addendum 9i

WYW154432
Page 8 of 8 Pages

SEC. 15. **SPECIAL STIPULATIONS** (Continued) -

(g) ***PUBLIC LAND SURVEY PROTECTION*** - The lessee will protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the lease areas. If any monuments, corners or accessories are destroyed, obliterated, or damaged by this operation, the lessee will hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories at the same locations, using the surveying procedures in accordance with the "Manual of Surveying Instructions for the Survey of the Public Lands of the United States." The survey will be recorded in the appropriate county records, with a copy sent to the Authorized Officer.

LQD RECD
SEP 8,2009
TFN 4 1/200
PERMIT
03/09/11-237-T8
TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

Form 3400-12
(April 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COAL LEASE

FORM APPROVED
OMB NO. 1004-0073
Expires: March 31, 2010

Serial Number
WYW174407

PART 1. LEASE RIGHTS GRANTED

This lease, entered into by and between the UNITED STATES OF AMERICA, hereinafter called lessor, through the Bureau of Land Management (BLM), and
(Name and Address)

Cordero Mining Company
P.O. Box 1449
Gillette, WY 82717-1449

hereinafter called lessee, is effective *(date)* 08/ 01 / 2008 , for a period of 20 years and for so long thereafter as coal is produced in commercial quantities from the leased lands, subject to readjustment of lease terms at the end of the 20th lease year and each 10-year period thereafter.

Sec. 1. This lease is issued pursuant and subject to the terms and provisions of the:
[✓] Mineral Lands Leasing Act of 1920, Act of February 25, 1920, as amended, 41 Stat. 437, 30 U.S.C. 181-287, hereinafter referred to as the Act;
[ ] Mineral Leasing Act for Acquired Lands, Act of August 7, 1947, 61 Stat. 913, 30 U.S.C. 351-359;
and to the regulations and formal orders of the Secretary of the Interior which are now or hereafter in force, when not inconsistent with the express and specific provisions herein.

Sec. 2. Lessor, in consideration of any bonuses, rents, and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants and leases to lessee the exclusive right and privilege to drill for, mine, extract, remove, or otherwise process and dispose of the coal deposits in, upon, or under the following described lands:

T. 46 N., R. 71 W., 6th P.M., Wyoming
Sec. 4: Lots 5 through 7, 10 through 15, 18 through 20;
Sec. 9: Lots 1 through 6;
Sec. 10: Lots 1 through 6;
Sec. 11: Lots 1 through 12;

T. 47 N., R. 71 W., 6th P.M., Wyoming
Sec. 21: Lots 1 through 3, 6 through 11, 14 through 16;
Sec. 28: Lots 1 through 3, 6 through 11, 14 through 16;
Sec. 33: Lots 1 through 3, 6 through 11, 14 through 16.

containing 2,000.24 acres, more or less, together with the right to construct such works, buildings, plants, structures, equipment and appliances and the right to use such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted, subject to the conditions herein provided.

PART II. TERMS AND CONDITIONS

TFN 6 2/025
RECD FEB 03, 2016

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Page 2 of 8 Pages

Sec. 6. DOCUMENTS, EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee must furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee must keep open at all reasonable times for the inspection by BLM the leased premises and all surface and underground improvements, works, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee must allow lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section will be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 7. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee must comply at its own expense with all reasonable orders of the Secretary, respecting diligent operations, prevention of waste, and protection of other resources.

Lessee must not conduct exploration operations, other than casual use, without an approved exploration plan. All exploration plans prior to the commencement of mining operations within an approved mining permit area must be submitted to the BLM.

Lessee must carry on all operations in accordance with approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health, or property, and prevention of waste, damage or degradation to any land, air, water, cultural, biological, visual, and other resources, including mineral deposits and formations of mineral deposits not leased hereunder, and to other land uses or users. Lessee must take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures. Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder and approving easements or rights-of-way. Lessor must condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 8. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee must: pay when due all taxes legally assessed and levied under the laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years should be employed in any mine below the surface. To the extent that laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors should maintain segregated facilities.

Sec. 9. (a) TRANSFERS

- [x] This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interest.
- [ ] This lease may be transferred in whole or in part to another public body or to a person who will mine coal on behalf of, and for the use of, the public body or to a person who for the limited purpose of creating a security interest in favor of a lender agrees to be obligated to mine the coal on behalf of the public body.
- [ ] This lease may only be transferred in whole or in part to another small business qualified under 13 CFR 121.

Transfers of record title, working or royalty interest must be approved in accordance with the regulations.

(b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee will be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 10. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all portions of this lease are returned to lessor, lessee must deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings in condition for suspension or abandonment. Within 180 days thereof, lessee must remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the BLM. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, will become the property of the lessor, but lessee may either remove any or all such property or continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor will waive the requirement for removal, provided the third parties do not object to such waiver. Lessee must, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, and reclaim access roads or trails.

Sec. 11. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to cancellation by the lessor only by judicial proceedings. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver will not prevent later cancellation for the same default occurring at any other time.

Sec. 12. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. INDEMNIFICATION - Lessee must indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 14. SPECIAL STATUTES - This lease is subject to the Clean Water Act (33 U.S.C. 1252 et seq.), the Clean Air Act (42 U.S.C. 4274 et seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation, including the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201 et seq.).

Sec. 15. SPECIAL STIPULATIONS

See attached pages 5 through 8.

(Continued on page 3)

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LQD RECD
SEP 8.2009
TFN 4 1/200
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TFN 6 2/025
RECD FEB 03,2016 03/09/11-237

Adj. Addendum 9i

WYW174407
Page 3 of 8 Pages

Sec. 15. SPECIAL STIPULATIONS (Cont'd.) -

See attached pages 5 through 8.

THE UNITED STATES OF AMERICA

CORDERO MINING COMPANY (Company or Lessee Name)	By Donald A. Simpson
X McJarrett (Signature of Lessee)	Donald A. Simpson (BLM)
X VP Finance (Title)	State Director (Title)
X 12 May 2008 (Date)	July 16, 2008 (Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this application.
AUTHORITY: 30 U.S.C. 181-287 and 30 U.S.C. 351-359.
PRINCIPAL PURPOSE: BLM will use the information you provide to process your application and determine if you are eligible to hold a lease on BLM Land.
ROUTINE USES: BLM will only disclose the information according to the regulations at 43 CFR 2.56(d).
EFFECT OF NOT PROVIDING INFORMATION: Disclosing the information is necessary to receive a benefit. Not disclosing the information may result in BLM's rejecting your request for a lease.

The Paperwork Reduction Act of 1995 requires us to inform you that:
The BLM collects this information to authorize and evaluate proposed exploration and mining operations on public lands.
Response to the provisions of this lease form is mandatory for the types of activities specified.
The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average one hour per response including the time for reading the instructions and provisions, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0073), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, Mail Stop 401 LS, Washington, D.C. 20240.

CMC COAL LSE PROD 206

(Form 3400-12, page 3)

.QD RECD
SEP 8.2009
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03/09/11-237-T8

TFN 6 2/025
RECD FEB 03,2016

**DEFERRED BONUS PAYMENT SCHEDULE
TO BE ATTACHED TO AND MADE A PART OF
FEDERAL COAL LEASE WYW174407**

This lease is issued subject to the payment of $ 200,640,000.00 by the lessee as a deferred bonus. Payment of the deferred bonus by the lessee shall be made as follows:

Total amount of bid: $ 250,800,000.00.

One-fifth in the amount of $ 50,160,000.00 submitted on the date of sale. Balance is due and payable in equal annual installments on the first four anniversary dates of the lease:

One-fifth in the amount of $ 50,160,000.00 due on AUG 01 2009.

One-fifth in the amount of $ 50,160,000.00 due on AUG 01 2010.

One-fifth in the amount of $ 50,160,000.00 due on AUG 01 2011.

One-fifth in the amount of $ 50,160,000.00 due on ~~AUG 01 2012~~.

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SEC. 15. **SPECIAL STIPULATIONS** -

In addition to observing the general obligations and standards of performance set out in the current regulations, the lessee shall comply with and be bound by the following special stipulations.

These stipulations are also imposed upon the lessee's agents and employees. The failure or refusal of any of these persons to comply with these stipulations shall be deemed a failure of the lessee to comply with the terms of the lease. The lessee shall require his agents, contractors and subcontractors involved in activities concerning this lease to include these stipulations in the contracts between and among them. These stipulations may be revised or amended, in writing, by the mutual consent of the lessor and the lessee at any time to adjust to changed conditions or to correct an oversight.

(a) ***CULTURAL RESOURCES*** - (1) Before undertaking any activities that may disturb the surface of the leased lands, the lessee shall conduct a cultural resource intensive field inventory in a manner specified by the Authorized Officer of the BLM or of the surface managing agency, if different, on portions of the mine plan area and adjacent areas, or exploration plan area, that may be adversely affected by lease-related activities and which were not previously inventoried at such a level of intensity. The inventory shall be conducted by a qualified professional cultural resource specialist (i.e., archeologist, historian, historical architect, as appropriate), approved by the Authorized Officer of the surface managing agency (BLM, if the surface is privately owned), and a report of the inventory and recommendations for protecting any cultural resources identified shall be submitted to the Regional Director of the Western Region of the Office of Surface Mining (the Western Regional Director), the Authorized Officer of the BLM, if activities are associated with coal exploration outside an approved mining permit area (hereinafter called Authorized Officer), and the Authorized Officer of the surface managing agency, if different. The lessee shall undertake measures, in accordance with instructions from the Western Regional Director, or Authorized Officer, to protect cultural resources on the leased lands. The lessee shall not commence the surface disturbing activities until permission to proceed is given by the Western Regional Director or Authorized Officer.

(2) The lessee shall protect all cultural properties that have been determined eligible to the National Register of Historic Places within the lease area from lease-related activities until the cultural resource mitigation measures can be implemented as part of an approved mining and reclamation or exploration plan unless modified by mutual agreement in consultation with the State Historic Preservation Officer.

(3) The cost of conducting the inventory, preparing reports, and carrying out mitigation measures shall be borne by the lessee.

(4) If cultural resources are discovered during operations under this lease, the lessee shall immediately bring them to the attention of the Western Regional Director or Authorized Officer, or the Authorized Officer of the surface managing agency, if the Western Regional Director is not available. The lessee shall not disturb such resources except as may be subsequently authorized by the Western Regional Director or Authorized Officer.

Within two (2) working days of notification, the Western Regional Director or Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect or

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Page 6 of 8 Pages

SEC. 15. **SPECIAL STIPULATIONS** (Continued) -

preserve such discoveries. The cost of data recovery for cultural resources discovered during lease operations shall be borne by the lessee unless otherwise specified by the Authorized Officer of the BLM or of the surface managing agency, if different.

(5) All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.

(b) ***PALEONTOLOGICAL RESOURCES*** - If paleontological resources, either large and conspicuous, and/or of significant scientific value are discovered during mining operations, the find will be reported to the Authorized Officer immediately. Mining operations will be suspended within 250 feet of said find. An evaluation of the paleontological discovery will be made by a BLM approved professional paleontologist within five (5) working days, weather permitting, to determine the appropriate action(s) to prevent the potential loss of any significant paleontological value. Operations within 250 feet of such discovery will not be resumed until written authorization to proceed is issued by the Authorized Officer. The lessee will bear the cost of any required paleontological appraisals, surface collection of fossils, or salvage of any large conspicuous fossils of significant scientific interest discovered during the operations.

(c) ***THREATENED and ENDANGERED SPECIES*** - The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened or endangered under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.*, or that have other special status. The Authorized Officer may recommend modifications to exploration and development proposals to further conservation and management objectives or to avoid activity that will contribute to a need to list such species or their habitat or to comply with any biological opinion issued by the Fish and Wildlife Service for the proposed action. The Authorized Officer will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act. The Authorized Officer may require modifications to, or disapprove a proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species, or result in the destruction or adverse modification of designated or proposed critical habitat. The authorized officer will not approve any coal lease activities that would disturb bald eagles within a one mile buffer of the communal winter roost (T. 47 N., R. 71 W., Section 21, Lots 1 through 16 and Section 28, Lots 1, 2, 3, 7, and 8) from November 1 through April 1. The authorized officer will not permit any ground-disturbing activities within 0.5 miles (T. 47 N., R. 71 W., Section 21, Lots 1, 2, 7, 8, 9, 10, 15, and 16) of the communal winter roost year-round. These stipulations will apply as long as the winter communal roost exists and/or as long as the bald eagle remains listed as threatened under the ESA.

The lessee shall comply with instructions from the Authorized Officer of the surface managing agency (BLM, if the surface is private) for ground disturbing activities associated with coal exploration on federal coal leases prior to approval of a mining and reclamation permit or outside an approved mining and reclamation permit area. The lessee shall comply with instructions from the Authorized Officer of the Office of Surface Mining Reclamation and Enforcement, or his designated representative, for all ground-disturbing activities taking place within an approved mining and reclamation permit area or associated with such a permit.

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SEC. 15. **SPECIAL STIPULATIONS** (Continued) -

(d) ***MULTIPLE MINERAL DEVELOPMENT*** - Operations will not be approved which, in the opinion of the Authorized Officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

(e) ***OIL AND GAS/COAL RESOURCES*** - The BLM realizes that coal mining operations conducted on Federal coal leases issued within producing oil and gas fields may interfere with the economic recovery of oil and gas; just as Federal oil and gas leases issued in a Federal coal lease area may inhibit coal recovery. BLM retains the authority to alter and/or modify the resource recovery and protection plans for coal operations and/or oil and gas operations on those lands covered by Federal mineral leases so as to obtain maximum resource recovery.

(f) ***RESOURCE RECOVERY AND PROTECTION*** - Notwithstanding the approval of a resource recovery and protection plan (R2P2) by the BLM, lessor reserves the right to seek damages against the operator/lessee in the event (i) the operator/lessee fails to achieve maximum economic recovery (MER) (as defined at 43 CFR 3480.0-5(21)) of the recoverable coal reserves or (ii) the operator/lessee is determined to have caused a wasting of recoverable coal reserves. Damages shall be measured on the basis of the royalty that would have been payable on the wasted or unrecoverable coal.

The parties recognize that under an approved R2P2, conditions may require a modification by the operator/lessee of that plan. In the event a coal bed or portion thereof is not to be mined or is rendered unmineable by the operation, the operator/lessee shall submit appropriate justification to obtain approval by the Authorized Officer to lease such reserves unmined. Upon approval by the Authorized Officer, such coal beds or portions thereof shall not be subject to damages as described above. Further, nothing in this section shall prevent the operator/lessee from exercising its right to relinquish all or portion of the lease as authorized by statute and regulation.

In the event the Authorized Officer determines that the R2P2, as approved, will not attain MER as the result of changed conditions, the Authorized Officer will give proper notice to the operator/lessee as required under applicable regulations. The Authorized Office will order a modification if necessary, identifying additional reserves to be mined in order to attain MER. Upon a final administrative or judicial ruling upholding such an ordered modification, any reserves left unmined (wasted) under that plan will be subject to damages as described in the first paragraph under this section.

Subject to the right to appeal hereinafter set forth, payment of the value of the royalty on such unmined recoverable coal reserves shall become due and payable upon determination by the Authorized Officer that the coal reserves have been rendered unmineable or at such time that the operator/lessee had demonstrated an unwillingness to extract the coal.

The BLM may enforce this provision either by issuing a written decision requiring payment of the MMS demand for such royalties, or by issuing a notice of non-compliance. A decision or notice of non-compliance issued by the lessor that payment is due under this stipulation is appealable as allowed by law.

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SEC. 15. SPECIAL STIPULATIONS (Continued) -

(g) *PUBLIC LAND SURVEY PROTECTION* - The lessee will protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration, or damage during operations on the lease areas. If any monuments, corners or accessories are destroyed, obliterated, or damaged by this operation, the lessee will hire an appropriate county surveyor or registered land surveyor to reestablish or restore the monuments, corners, or accessories at the same locations, using the surveying procedures in accordance with the "Manual of Surveying Instructions for the Survey of the Public Lands of the United States." The survey will be recorded in the appropriate county records, with a copy sent to the Authorized Officer.

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Book 335 of Photos, Page 211

Record and Return
TITLE RECORD DEPARTMENT
SUNOCO ENERGY DEVELOPMENT CO.
12700 Park Central Place - Suite 1500
Dallas, Texas 75251

ORIGINAL PAPERS

COAL DEED

KNOW ALL MEN BY THESE PRESENTS: That SUN OIL COMPANY (DELAWARE), a Delaware corporation with an office at 12850 Hillcrest Road, Dallas, Texas 75230, herein called "Grantor," for and in consideration of Ten Dollars ($10.00), and other good and valuable consideration paid to Grantor by SUNOCO ENERGY DEVELOPMENT CO., a Delaware corporation with an office at 12700 Park Central Place, Suite 1500, Dallas, Texas 75251, herein called "Grantee," the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims to Grantee all of Grantor's interest in and to coal and coal rights in, under and that may be produced from the following described real property situated in Campbell County, Wyoming, to-wit:

Township 46 North, Range 71 West, 6th P.M.

Section 2: Lots 1, 2, 3, 4
Section 3: Lot 1, S½ NE¼, SE¼, NE¼ SW¼, SE¼ NW¼
Section 9: E½NE¼
Section 10: NE¼, NW¼ NW¼, SE¼ NW¼

Township 47 North, Range 71 West, 6th P.M.

Section 25: S½N½, E½SE¼
Section 26: SE¼ NE¼, SE¼
Section 35: E½E½, SW¼ SW¼

It is the intention of Grantor to convey and Grantor hereby conveys unto Grantee all of the rights and interest acquired by Grantor under that certain Coal Deed dated June 19, 1974 from Angela A. Boos and Jack A. Boos, as Trustees of the Angela A. Boos Trust dated May 26, 1972 to Sun Oil Company (Delaware), recorded in Book 297 Photos on Page 498, Records of Campbell County, Wyoming, to which reference is hereby made.

IN WITNESS WHEREOF, this instrument is executed this 12th day of November, 1975.

ATTEST:
D. K. Armbrust
Secretary

SUN OIL COMPANY (DELAWARE)
By H. C. Smith
Vice President

LQD RECD
SEP 8.2009
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PERMIT
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Adj. Addendum 9i

k 335 of Photos, Page 219

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me by W. C. Keith, Vice President of Sun Oil Company (Delaware), this 8th day of November, 1975.

Witness my hand and official seal.

My Commission Expires:
June 1, 1977

Mary Jo Hackler
Notary Public in and for Dallas County, Texas

STATE OF WYOMING
Campbell County } ss.

Filed for record this 9th day of December A. D., 19 75 at 9:26 o'clock A. M. and recorded in Book 335 of Photos on page 218 Fees $ 5.00

County Clerk and ex-officio Register of Deeds

By Deputy Jeanette Faust

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TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

ORIGINAL PAPERS

TITLE RECORD DEPARTMENT
SUN OIL COMPANY
P. O. Box No. 2880
Dallas Texas 75221

COAL DEED

800.

Angela A. Boos and Jack A. Boos, Trustees under that certain Trust Indenture dated May 26, 1972, creating the Angela A. Boos Trust, Grantors, of Campbell County and State of Wyoming, for and in consideration of Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to Sun Oil Company (Delaware), a Delaware corporation, Grantee, County of Dallas, State of Texas, an undivided sixty-five percent (65%) interest in and to all coal and coal rights in, under and that may be produced from the following described real property situate in Campbell County and State of Wyoming, to-wit:

Township 46 North, Range 71 West, 6th P.M.

Sec. 2: Lots 1, 2, 3, 4
Sec. 3: Lot 1, S/2 NE/4, SE/4, NE/4 SW/4, SE/4 NW/4
Sec. 9: E/2 NE/4
Sec. 10: NE/4, NW/4 NW/4, SE/4 NW/4

Township 47 North, Range 71 West, 6th P.M.

Sec. 25: S/2 N/2, E/2 SE/4
Sec. 26: SE/4 NE/4, SE/4
Sec. 35: E/2 E/2, SW/4 SW/4

Together with all appurtenances thereunto belonging, this conveyance being made subject, however, to easements and rights of way of record, existing oil and gas leases and a coal lease originally issued to Fred C. Woodson and now owned by the Carter Oil Company, dated July 29, 1967.

Should the existing or any future coal lease on the lands described in this deed expire or become cancelled or released, then for a period of fifteen (15) years from the date of this deed or three (3) years after the expiration or termination of the existing coal lease now owned by The Carter Oil Company, whichever is the lesser, Grantee shall have the right of first refusal to lease the undivided thirty-five percent (35%) interest in the coal and coal rights retained by Angela A. Boos and Jack A. Boos, Trustees, Grantors herein; and Grantors, their successors and assigns shall give to Grantee written notice of the terms and conditions under which they propose to lease said undivided thirty-five percent (35%) interest and Grantee shall have forty-five (45) days after receipt of said notice within which to notify Grantors

STATE OF WYOMING
Campbell County

Filed for record this 28th day of June A. D., 1974 at 9:26 o'clock A. M. and recorded in Book 297 of Photos on page 498 Fee $ 4.50

County Clerk and Ex-Officio Registrar of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

03/09/11-237-T8

Submitted: July 2009 *CRM ADJ-A9i-44*

LQD RECD
SEP 8.2009
TFN 4 1/200
PERMIT

TFN 6 2/025
RECD FEB 03.2016

Adj. Addendum 9i

Book 297 of Photos, Page 500.

STATE OF Colorado)
) SS.
City & COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of June, 1974, by JACK A. BOOS, as Trustee of the Angela A. Boos Trust dated May 26, 1972.

Witness my hand and official seal.

My Commission expires: My Commission Expires Feb. 27, 1977

Marsha L. Ricotta
Notary Public

MARSHA L. RICOTTA NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
) SS
City & COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of June, 1974, by ANGELA A. BOOS, as Trustee of the Angela A. Boos Trust dated May 26, 1972.

Witness my hand and official seal.

My Commission expires: My Commission Expires Feb. 27, 1977

Marsha L. Ricotta
Notary Public

MARSHA L. RICOTTA NOTARY PUBLIC STATE OF COLORADO

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TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

Information Copy Only
Book 2668 of Photos, Page (s) 192-193

947565

COAL DEED

T 7 RESOURCES L.L.C., a Wyoming limited liability company, GRANTOR, for and in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, conveys to **CORDERO MINING LLC, a Delaware limited liability company**, with an address at 505 South Gillette Ave., Gillette, WY 82716, GRANTEE, all right, title and interest owned by GRANTOR in and to the hereinafter described coal, located in Campbell County and State of Wyoming, to wit:

All coal to all depths in the following lands:

Township 46 North, Range 71 West, 6th P.M., Campbell County, Wyoming

Section 2	Lots 1, 2, 3, 4
Section 3	Lots 1, S½NE¼, SE¼, NE¼SW¼, SE¼NW¼
Section 9	E½NE¼
Section 10	NE¼, NW¼NW¼, SE¼NW¼

RECEIVED SEP 23 2010 CAMPBELL COUNTY CLERK

Township 47 North, Range 71 West, 6th P.M., Campbell County, Wyoming

Section 25	S½N½, E½SE¼
Section 26	SE¼NE¼, SE¼
Section 35	E½E½, SW¼SW¼

RESERVING, HOWEVER TO THE GRANTOR any and all coal bed methane gas found in, upon, adjacent to, or commingled with all coal seams and deposits; and

Together with all of the rights, privileges and franchises thereunto incident, and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said GRANTOR, in law and in equity, of, in and to the above described Coal in and underlying the Land, with the hereditaments and appurtenances; and

EXCEPTING AND RESERVING all the oil, gas and all other minerals, and mineral rights, including without limitation coalbed methane gas, gold, uranium, sand and shale, lying in and under the Land to which each GRANTOR owns or has rights to.

As to surface activity for mineral exploration, production and/or development, from and after this date, it is the intention of the Grantor and Grantee that Grantee shall have a dominant right, for a period of fifteen (15) years, to develop and produce the strip minable coal (above 500 feet below the surface) conveyed hereby. Grantor shall cooperate with Grantee in efforts to secure joint development or multiple mineral

Coal Deed
Page 1 of 2

947565 Recorded on 9/23/2010 at 3.30.00 Fee 11.00
Book 2668 of PHOTOS Pages 192 to 193
Susan F. Saunders, Campbell County Clerk by: C. KLINGLER

03/09/11-237-T8

LQD RECD OCT 18.2010
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PERMIT

Submitted: July 2009 *CRM ADJ-A9i-47*

TFN 6 2/025
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development agreements with future mineral lessees or holders in order to secure Grantee's right to develop and produce the strip-mineable coal conveyed hereby, and Grantor shall, during the said fifteen year period, cause reference in any mineral lease or sale agreement, to this agreement.

GRANTOR warrants only as against its own acts and against claims and demands of all persons claiming by, through or under them, but not otherwise.

WITNESS my hand this 17 day of September 2010.

GRANTOR:

T 7 RESOURCES L.L.C.

By: Thomas R Matthews
THOMAS R. MATTHEWS
One of its Managers

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF Campbell

This instrument was acknowledged before me on the 17 day of September, 2010, by Thomas R. Matthews, one of its Managers of T 7 Resources L.L.C.

WITNESS my hand and official seal.

Charles R. Hart
Notarial Officer
Rank and Title: Notary Public

My Commission expires: CHARLES R. HART - NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES JANUARY 26, 2013

Coal Deed
Page 2 of 2

Exhibits

LQD RECD
OCT 18.2010
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03/09/11-237-T8

TFN 6 2/025
RECD FEB 03.2016

Adj. Addendum 9i

Other Surface Authorizations

Authorization for Surface Mining Within 100 Feet of a County Road

An Incidental Boundary Revision (IBR) in 2008 added land for flood control structures and other mining activities within 100 feet of the Hilight County Road in Section 33, T47N R71W. This IBR was approved on October 17, 2008 as Change No. 5 to Permit 237-T8. The public notice required for authorization to mine within 100 feet of a county road was published for four consecutive weeks in The News-Record of Gillette, WY, starting on October 31, 2008.

Concurrent with this change, a portion of the T-7 County Road was being relocated in Sections 22 & 23, T47N R71W. As witnessed by the following Publisher's Affidavit, the same public notice was utilized to address mining within 100 feet of this section of county road.

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TFN 6 2/025
RECD FEB 03,2016

PUBLISHER'S AFFIDAVIT

STATE OF WYOMING }
County of Campbell } ss.

I, Ann Franscell do solemnly swear that I am the publisher of The News-Record, a daily newspaper of general circulation, printed and published each Sunday through Friday at Gillette, County of Campbell, State of Wyoming, that the notice hereto attached, and which is made a part of this affidavit, and a part of the proof of Rio Tinto Energy America - Public Notice - Cordero Mining Co. was printed and published in said newspape for 4 (four) consecutive weeks, the first publication thereof having been printed and made in said newspaper on the 31st day of October, 2008, and last on the 17th day of November, 2008, that said notice was printed and published in the regular and entire issue of said newspaper once each week during the said period and time of publication as aforesaid, and that the notice was printed and published in the newspaper proper and not in the supplement.

Ann L. Franscell

Sworn to before me this 17th day of November, 2008

Valerie A. Kettrey
Notary Public

VALERIE A. KETTREY - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires 8-3-2011

My Commission expires _____, 2011

Public Notice

The Cordero Mining Co. of Gillette, WY has applied for authorization from the Land Quality Division of the Environmental Quality Department for the State of Wyoming to conduct surface mining operations within 100 feet of the Hilight Road located in NE1/4 Section 33, T47N R71W, Campbell County, WY, as allowed in the Land Quality Division Coal Rules & Regulations, Chapter 12, Sec. 1(a)(v)(D). This area is located approximately 17 miles south of Gillette on WY Highway 59, 4 miles east on the Haight Road and 1 mile south on the Hilight Road. Cordero Mining Co. has added land to its permit area and will conduct surface mining operations within 100 feet of the Hilight Road in this area in the future. Cordero Mining Co. is also planning to relocate portions of the T-7 Road in Sections 22 and 23, T47N R71W, Campbell County, WY as agreed upon with the Campbell County Commissioners. Cordero Mining Co. will also conduct surface mining operations within 100 feet of the relocated T-7 Road. This area is located approximately 17 miles south of Gillette on WY Highway 59, 4 miles east on the Haight Road, 1 mile north on the Hilight Road and 1 mile east on the T-7 Road. Both areas can be found on the Eagle Rock, The Gap SW, Saddle Horse Butte and/or Neil Butte USGS quadrangle maps. All operations will be conducted in accordance with the approved Cordero Mining Co. Permit 237-T8 which currently allows mining operations within 100 feet of the Hilight Road, the Haight Road and the T-7 Road in other areas.

Information regarding the proposed authorization may be reviewed in the Office of the Land Quality Division, Department of Environmental Quality in Cheyenne and Sheridan, Wyoming or the office of the Cordero Mining Co. at 748 T7 Road, Gillette, WY. Written objections to this authorization must be received by the Administrator of the Land Quality Division, Department of Environmental Quality, Herschler Building, 122 West 25th Street, Cheyenne, WY 82002, before December 17, 2008. Only this authorization is open for public review. The Director may hold an informal conference if requested, hear the complaint and take action on the application in accordance with the Department's Rules of Practice and Procedure. The complainants shall have a right of appeal to the Environmental Quality Council where the complaint will be heard a second time. A conference shall be held if the Director determines that the nature of the complaint or the position of the complainants indicates that an attempt to informally resolve the disputes is preferable to a contested case proceeding. An informal conference or a public hearing shall be held within twenty (20) days after the final date for filing objections unless a different period is stipulated to by the parties. The Council or Director shall publish notice of the time, date and location of the hearing or conference in a newspaper of general circulation in the locality of the proposed operation once a week for two (2) consecutive weeks immediately prior to the hearing or conference. The hearing would be conducted as a contested case in accordance with the Wyoming Administrative Procedure Act (W.S. §16-3-101 through §16-3-115), and the right of judicial review shall be afforded as provided in that act.

October 31, November 3, 10, 17, 2008

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RECD FEB 03,2016

Adj. Addendum 9i

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Information Copy Only
Book 2464 **of** Photos, **Page (s)** 392-403

MEMORANDUM OF AGREEMENT FOR THE
LEASE OF SURFACE FOR COAL MINING

NOTICE IS HEREBY GIVEN BY THIS MEMORANDUM ("Memorandum") that under and pursuant to an lease entitled Lease of Surface for Coal Mining, dated as of July 21, 2009 ("Lease"), by and between Cordero Mining LLC (hereinafter referred to as "Lessee"), a Delaware corporation whose address is PO Box 1449, Gillette, WY 82717 and Foundation Wyoming Land Company, Inc. (hereinafter referred to as "Foundation"), a Delaware corporation whose address is P.O. Box 3039, Gillette, WY 82717 subject to the terms and conditions of the Lease, LESSEE has contracted for the lease of surface for coal mining, located in the County of Campbell, Wyoming, and more particularly described in **2.2 Leased Premises** hereto (hereinafter call the "Leased Premises")

Unless otherwise defined in this Memorandum, all capitalized terms used in this Memorandum shall have the meanings assigned to them in the Lease.

IT IS AGREED:

PART ONE. AGREEMENT DOCUMENTS

This Lease contains the following Parts and documents, hereinafter called "the Lease documents":

- Part One. The Agreement Documents;
- Part Two. Definitions
- Part Three. Intent of this Agreement;
- Part Four. Term and Grant of Rights;
- Part Five. Possession, Obligations, and Agreements;
- Part Six. Standard Terms and Conditions; and
- All Exhibits to this Lease which are expressly stated to be part of this Lease in Parts One, Two, Three, Four, Five and Six.

PART TWO. DEFINITIONS

2.1 *Common Boundary Line.* The property line between the Leased Premises and other Foundation owned real property as more specifically shown on Exhibit A.

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930297 Recorded on 7/21/2009 at 3.54.00 Fee 41.00
Book 2464 of PHOTOS Pages 392 to 403
Susan F. Saunders, Campbell County Clerk by: C. KLINGLER

Submitted: July 2009 *CRM ADJ-A9i-51*

03/09/11-237-T8

TFN 6 2/025
RECD FEB 03,2016

2.2 *Leased Premises.* The real property, owned by Foundation and leased to Lessee, overlying the Cordero LBA and more specifically described as:

Twn 47 N., Rng 71 W., 6th P.M.
Section 7: E2NE4
Section 8: N2NW4

2.3 *Overstrip.* The removal of overburden from, and the laying back of mining benches into, the adjacent property of either party to this Agreement to facilitate the efficient removal of coal resources which includes, but is not limited to, removal of topsoil and overburden, installation of haul roads, fences, gates, and other pertinent operational requirements.

2.4 *Cordero Overstrip Lands.* The real property, owned by Foundation, but not part of the Leased Premises, which is necessary to efficiently mine Lessee's LBA's for maximum resource recovery therefrom and more specifically described as:

Twn 47 N., Rng 71 W., 6th P.M.
Section 5: W2, N2NE4
Section 6: SE4
Section 7: W2NE4

2.5 *Ton.* 2,000 lbs of coal, avoirdupois.

PART THREE. INTENT OF THIS AGREEMENT

Foundation owns a part of the surface estate (hereinafter the Leased Premises) overlying certain federal coal identified in that certain Federal Coal Lease entitled the "North Maysdorf Lease by Application" (WYW154432). Lessee desires to secure the right to use Foundation's Leased Premises to facilitate anticipated mining operations and to meet certain surface owner consent requirements. In addition, the northern boundary of the Leased Premises will also be a common boundary between the Maysdorf Lease, Foundation owned real property, and Foundation surface mine operations. Lessee will be required to Overstrip into Foundation owned lands which do not lie within the boundaries of the Maysdorf Lease, but which must be accessed for efficient mining of the Maysdorf Lease (the "Overstrip Lands"). It is, therefore, the intent of this Agreement that the Lessee secure certain herein identified rights, licenses and easements in, and to, the Leased Premises and the Cordero Overstrip Lands for the purposes stated herein.

PART FOUR. TERM AND GRANT OF RIGHTS

4-1 **Initial Term of Agreement.** This Agreement shall start on the 1st day of January, 2010, at 12:00 midnight and shall continue for a period of twenty (20) years therefrom and so long thereafter as any of the mining operations described and permitted herein are being conducted in, on, or under the Leased Premises or Cordero Overstrip Lands by Lessee, its successors or assigns (hereinafter called the "Initial Term); provided, however, that this Agreement shall be subject to

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the special terms and conditions set out other provisions hereof, including termination before the end of the Term.

4-2 Grant of Right. Subject to the limitations and reservations set out below, and to the extent it has the right, title and interest to do so, Foundation hereby grants to Lessee the right, license, and easement to encroach upon, into, over and under the Leased Premises and the Cordero Overstrip Lands for coal mining purposes.

4-2.1 Rights to Use the Leased Premises. Lessee shall be entitled to use as much of the surface of Leased Premises as is reasonable and necessary for Lessee to conduct mining operations thereon including the rights to prospect for, extract, remove and market coal within, under, and from the Leased Premises and to mine through and destroy any fixtures or facilities located on the surface lands, and to conduct thereon such operations as may be necessary or convenient in connection with the surveying, prospecting for, exploring for, stockpiling, storing, storing for transportation, transporting, removing, developing, blasting and mining by underground, open pit, strip mining, or other surface mining methods, coal within, under and from the Leased Premises, together with the right to construct, maintain, drill for, blast for, and use upon, within and over said property, any facility deemed necessary by Lessee including, but not limited to, machinery, tools, engines, pipe, power and communication lines, roadways, water wells, refining plants, camp facilities, haulage ways, tailings ponds, shafts, tunnels, inclines, adits, drifts, pits, solid waste disposal pits, pipelines, ditches, drains, gates, fences, shops, yards, poles, conveyor systems, rails, tramways, water pipes, conveyor belts, mine buildings conduits, and any and all other equipment, structures, or facilities now or yet to be developed (all of the above being included within the term "facilities"), together with the right to remove said facilities and the right to use such water as may be needed from the Leased Premises, ingress and egress as Lessee may need for the purposes hereunder; *provided, however,* that Foundation retains the right to enter and use said Leased Premises for environmental and regulatory permitting, for the installation of access roads, dewatering wells, pipelines, powerlines, and, subject to the rights and limitations, for Overstrip from its own adjacent mining operations, and further providing that Lessee shall have no right to divert, pump, or drain water onto Foundation owned property without the prior written consent of Foundation. No prior written consent of Foundation will be required for surface water drainage onto Foundation-owned property resulting from the post-mining topography as approved by the Wyoming DEQ.

4-2.2 Rights to Use Overstrip Lands. Lessee and Foundation acknowledge that the efficient removal of coal resources from the Leased Premises will require Lessee to Overstrip along a Common Boundary Line between certain Foundation owned property and the Maysdorf Lease boundaries. Foundation hereby grants to Lessee the right, license, and easement to encroach upon, into, over and under the Overstrip Lands for Overstrip purposes; provided, however, that this grant of rights is expressly limited to the terms and conditions set out in the following sections of this Agreement and in the Lease documents attached hereto. Either party may utilize the lands respectively owned or leased and controlled by the other party hereto which are adjacent to the Common Boundary Line.

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4-2.3 Reservation of Rights by Foundation. Notwithstanding the grant of rights in this Lease, Foundation, or its affiliates, subsidiaries, and parent corporation, expressly reserves the right to access and utilize so much of the surface of the Leased Premises which will allow it to efficiently conduct its own mining operations and to meet environmental needs. These reserved rights include, but are not limited to, the right of Belle Ayr Mine to Overstrip onto and into the Leased Premises, to extend mine permitting boundaries thereon, to strip topsoil therefrom, to place environmental monitoring equipment thereon, to access said Leased Premises for environmental studies and assessments, and such other uses as may be reasonable and necessary for Foundation's mining requirements.

4-2.4 Rights of Record. Foundation's grant of surface rights to mine federal coal lying beneath the Leased Premises and to Overstrip onto Cordero Overstrip Lands is expressly subject to all rights of record, including patent reservations, easements, rights-of-way, mineral reservations and conveyances, and oil, gas, and mineral leases; excepting and reserving unto each of the parties all of the oil, gas and other minerals that they may own under the above described Leased Premises, together with the right of ingress and egress to explore for, mine, develop and remove the same; and further subject to appropriate Government permits and limitations.

4-3 Ownership of Less than Full Interest. Except for the leases permitted pursuant to other provisions hereof, and other reservations made herein and of record, if Foundation owns an interest in all or any portion of the Lands less than that which it purports to lease under this Agreement, the Land Use Royalties shall be paid to Foundation only in that proportion that Foundation's actual interest in the Lands bears to that which it purports to lease under this Agreement. Except for such leases and reservations, in the event Foundation owns less than that which it purports to lease under this Agreement, Lessee shall join Foundation in any partition or other suit deemed advisable by Foundation to accomplish the intent and purpose of this Agreement.

4-4 Suspension of Mining Operations. Foundation hereby agrees that the suspension of mining operations by Lessee during the first twenty (20) years of the Term shall be without prejudice to its right to resume operations and to the continued operation and use of the Parcels in connection with its mining operations upon any other land at any time owned, leased, or controlled by Lessee in the general vicinity of the Parcels. If such operations are so suspended, Lessee shall provide an explanation thereof, together with related maps, if any, to Foundation. For purposes of this paragraph, any mining operations conducted by Lessee on other lands in the general vicinity of the Parcels shall be deemed to be conducted on other lands being mined in conjunction therewith, but this paragraph shall not be construed to prevent termination of this Agreement pursuant to the requirements contained herein.

PART FIVE. POSSESSION, OBLIGATIONS AND AGREEMENTS

5-1 Possession of the Leased Premises. Foundation shall have the right to use and occupy all portions of the Leased Premises until Lessee is entitled to possession thereof pursuant to the provisions hereof. Except as otherwise provided herein, whenever Lessee determines that it

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requires possession of the Leased Premises for any of its operations Lessee shall notify Foundation by giving Foundation at least one year's prior written notice thereof. In such notice, Lessee shall specify the portion of the Leased Premises that it so requires and the date it requires such possession. Upon receipt of such notification, Foundation's and its tenant's rights to farm or otherwise occupy the Leased Premises shall terminate as of the date specified in such notice (which date shall not be earlier than one year subsequent to the date of such notice), and Foundation covenants and agrees to obtain and yield possession of the Leased Premises, or the portion thereof designated in such notice, no later than the date specified therein. In the event the date specified in Lessee's notice for the termination of Foundation's and its tenant's rights to farm or otherwise occupy the designated portion of the Leased Premises occurs at a time when there are existing leasehold interests and rights on such designated portion, Foundation shall be responsible for all damages sustained by Foundation arising out of the termination of such leaseholds; and the payment of any such damages, whether determined by agreement or otherwise, shall not be a condition precedent to the right of Lessee to immediate possession on the date specified in such notice to Foundation.

5-2 Fencing. Lessee covenants and agrees that it shall construct a fence or fences surrounding the boundaries of the portions of the Parcels previously designated in its notices to Foundation after Lessee has obtained possession of such portions pursuant to the provisions hereof. Lessee further covenants and agrees to maintain such fence or fences around such boundaries and to change the location of such fence or fences from time to time so that such fences shall surround the portions of the Leased Premises and Cordero Overstripping Lands then occupied by Lessee hereunder. It is the intent and agreement of the parties hereto that as to any portion of the Leased Premises and the Cordero Overstripping Lands previously occupied and fenced by Lessee pursuant hereto, until such time as (i) Lessee is no longer using such portion for any purpose hereunder, and (ii) Lessee has reclaimed and restored such portion as required by applicable laws, rules and regulations, Lessee will maintain such fence around the boundary of such portion. After the occurrence of both clauses (i) and (ii), Lessee shall, as soon as reasonably possible, remove such fence around such portion and Foundation shall obtain possession of such portion after the fence has been removed.

5-3 Major Improvements. Lessee agrees not to erect, construct or otherwise place any major and permanent improvement, including without limitation, railroads and coal processing plants, in, on, or under the Leased Premises without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Foundation and Lessee shall each, within 60 days after termination of this Agreement, pursuant to any provision hereof, remove any and all other improvements, machinery, equipment, fencing and other properties (collectively, the "Property") placed by it or its contractors on the surface estate of any portion of the Parcels then owned or controlled by the other party; provided, however, that in the event either Foundation or Lessee fails to remove any such Property, the same may be removed by the other party to the extent that such Property remains on the surface estate owned or leased by such other party, at the sole expense of the party which failed to so remove such Property.

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5-4 Excess Overburden Deposited on the Parcels. In the event either Lessee or Foundation deposits any excess overburden on surface overlying the coal estates lying in or under the Leased

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Premises described herein, and the depositor has not removed such excess overburden at least 120 days in advance of the date the other party is ready to mine at the location of the excess overburden or the depositor has not removed such excess overburden by the date this Agreement terminates, pursuant to any provision hereof, then, in either event, depositor shall have 60 days after notification from the other party, in which to remove such excess overburden; and provided, further, that if the depositor fails to comply with its obligations under this sentence the other party hereto shall thereafter have the right to remove such excess overburden to the closest other lands whose surface is owned or controlled by such depositor at such depositor's expenses.

5-5 Accounts, Records, Surveys and Maps. Lessee agrees to keep accurate accounts, records, surveys and maps of all mining operations conducted upon the Parcels, and Lessee shall permit Foundation or its agent at all reasonable times and upon reasonable notice to examine such accounts, records, surveys and maps. Lessee shall furnish Foundation at least once each year during the Initial Term, and any successive Term, an up-to-date map showing Lessee's mining operations upon and under the Parcels and also showing Lessee's intended mining operations.

5-6 Disclaimer of Warranty. Foundation neither expressly nor implicitly warrants that the Parcels are fit for any purpose and make no warranty whatsoever with respect to the Parcels except that Foundation, for itself and its successors and assigns, covenants to warrant to and forever defend the rights of Lessee to the Parcels and portions thereof hereby granted, against the claims of all persons claiming by through or under the warranting party, its successors or assigns.

5-7 Assignment by Lessee. Lessee shall not assign this Agreement, or any rights granted herein, or sublease the Parcels or any part thereof to any competitor without the prior written consent of Foundation, which consent shall not be unreasonably withheld. Foundation hereby stipulates and agrees that any assignment of this Agreement caused by merger or corporate reorganization shall not require prior written consent.

SECTION SIX. STANDARD TERMS AND CONDITIONS

6-1 Taxes and Assessments. Foundation agrees that it shall timely pay all taxes and assessments levied against the Parcels; provided, however, that if Foundation shall fail to make any such payments timely, Lessee shall have the right to pay any such taxes and assessments and offset any such payments against any subsequent payments due to Lessee hereunder. Lessee agrees that it shall pay, when due, all taxes and assessments levied upon improvements placed upon the Parcels by Lessee, and on all coal produced from the Parcels.

6-2 Warranty of Title. Foundation, for itself, its successors and assigns, covenants and warrants to Lessee, its successors and assigns, the right to the Parcels hereby granted, and shall forever defend Lessee against the claims of all persons claiming by, through or under Foundation, its successors or assigns. Foundation shall deliver to Lessee all documents and opinions concerning title to the Parcels which Foundation has in its possession and Lessee shall have a reasonable time thereafter in which to examine such documents and opinions. If such title documents and opinions show correctable defects of title and rights as warranted by Foundation, Foundation agrees, at its sole expense, to correct the same and if it fails to do so, Lessee shall

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have the right to make necessary corrections if the same can be done, in Lessee's sole judgment, at the reasonable expense of Foundation, and to use the name of Foundation, if necessary, for the purpose of making any such title or right marketable. In no event, however, shall Foundation be obligated to pay costs of curing title in a total amount exceeding its investment in the particular portion of the Parcels; provide, however, the amount of such investment shall be disclosed to Lessee prior to any action by Foundation or Lessee to correct such defect. Any expenses so incurred by Lessee for such purpose, if not reimbursed to Lessee by Foundation, may be set off by Lessee against any subsequent payments due Foundation hereunder.

6-3 Indemnification. Lessee hereby agrees and promises to indemnify and hold Foundation harmless from any and all liability to third persons, on account of damage or injury to property or persons, including death, arising out of its operations pursuant hereto or possession of the Parcels by Lessee; provided, however, that the covenants contained in this paragraph shall not obligate Lessee to hold Foundation harmless against liability for damage to the Parcels as a result of mining; and provided, further, that this indemnification agreement shall not apply to any liability as to which Foundation was contributorily negligent. Foundation hereby agrees and promises to indemnify and hold Lessee harmless from any and all liability to third persons, on account of damage or injury to property or persons, including death, arising out of its operations pursuant hereto or possession of the Parcels by Foundation; provided, however, that the covenants contained in this paragraph shall not obligate Foundation to hold Lessee harmless against liability for damage to the Parcels as a result of mining; and provided, further, that this indemnification agreement shall not apply to any liability as to which Lessee was contributorily negligent.

6-4 Default. The failure of either party hereto to declare this Agreement forfeited by reason of any breach or default of the other party as herein provided shall not be deemed a waiver or estoppel of the right of such party to declare this Agreement forfeited by reason of any future, further or continuing breach or default on the part of the other party. In the event of termination of this Agreement by Lessee because of any default hereunder on the part of Foundation, all Land Use Royalties theretofore paid to Foundation by Lessee shall be held by Foundation.

6-5 Rights Binding on Successors. The rights created by this Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns. Whenever in this Agreement the names of the respective parties are used with the addition of their successors and assigns, it is not intended that an inference arise that, where such a designation is not used, such successors and assigns are not intended. Whenever in this Agreement the name of Foundation is used in connection with mining operations on the Parcels and plans related thereto, such designation shall include Foundation Coal West, Inc., any third party deriving its interest from Foundation or their respective successors and assigns.

6-6 Limitation of Grant. Anything to the contrary notwithstanding, other than Foundation's ownership of the Parcels, the parties hereto do not purport to hereby grant rights other than those rights which are specifically set out herein, or are reasonably derived therefrom.

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6-7 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing. Notices to be served on Foundation may be served by personal service on, or, mailing by first class registered mail, postage prepaid, to Foundation Wyoming Land Company, P.O. Box 3039, Gillette, WY 82717, Attn: Land Manager. All notices to be served on Lessee may be served in the same manner, addressed to Land Manager, Cordero Mining LLC, P. O. Box 1449 Gillette, WY 82717.

6-8 Interpretation of Agreement. This Agreement and the rights and obligations thereunder of the parties hereto shall be construed in accordance with and governed by the laws of the State of Wyoming. Venue shall be in the District Court, Sixth Judicial District, Campbell County, Wyoming.

6-9 Rights of Assignment. Foundation expressly reserves the right to sell, convey, trade, assign or otherwise dispose of its fee interest in the property without loss of the Land Use Royalty defined above.

6-10 Liens and Encumbrances. Foundation covenants that there are no liens, encumbrances or taxes due on the Parcels, except taxes not yet payable. Foundation further covenants that it will not cause any liens or encumbrances to be placed on the Parcels during the Term.

6-11 Exclusive Use. Except for use reserved to Foundation and the leases permitted pursuant to paragraph 2, hereof, Foundation expressly covenants that it shall not during the term of this Agreement permit or grant the use or occupancy of, or the right of ingress and egress over and across, the Parcels to any person, entity or governmental agency not a party hereto without the prior written consent of Lessee, excepting that Foundation expressly reserves the right to sell, convey, trade, assign, or otherwise dispose of its fee interest in the property and all rights pertinent thereto.

6-12 Compliance with Regulations. Lessee agrees to carry on mining operations upon and under the Parcels in a good and workmanlike manner and shall fully comply in its operations hereunder with all laws and regulations now existing or hereafter enacted or adopted by federal, state or local authorities and shall have the right, without any charge therefore or claim of damage to the Parcels, to do and perform, with respect to the Parcels, whatever may be required or may be deemed by Foundation to be required or advisable, in order to comply with any state or federal laws, regulations or orders of any competent governmental authority. Lessee hereby agrees to indemnify and hold Foundation, its successors and assigns, harmless from any and all fines, damages, costs (including the cost of litigation) arising out of Lessee's compliance or non-compliance with the requirements of this paragraph.

6-13 Amendments to include other lands. This Agreement may be amended to by an instrument in writing signed by each of the parties hereto to include other lands under the same terms outlined in this Agreement.

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6-14 Entire Agreement. This Agreement, together with Exhibits, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may not be modified or amended except by an instrument in writing signed by each of the parties hereto.

6-15 Recording. Foundation agrees to execute, acknowledge and deliver a short form/ memorandum of this agreement suitable for recordation in the office of the Clerk of Campbell County, Wyoming. Such Memorandum is hereby attached to this agreement as Exhibit B.

Upon the request of either party, the parties hereto agree to execute a short form memorandum of this Lease to be recorded in the county or counties in which the Property may be contained, and such recording shall be deemed in lieu of recording this Lease itself.

The undersigned parties have executed this Memorandum as of the effective date of the Lease.

*****

[Signatures on following pages.]

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LESSEE:

Cordero Mining LLC

By: A.N.H. TAYLOR
Its: VP Technical Services + BIP

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by A.N.H. Taylor, who is known to me to be the VP Technical Services & BIP of Cordero Mining LLC, for which this instrument was executed this 21st day of July, 2009.

Witness my hand and official seal.

PATTY TRAVERSO - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
(SEAL) My Commission Expires Oct. 18, 2009

(signature)
Patty Traverso
(printed name)

Notary Public for the state of Wyoming
My commission expires:
Oct. 18, 2009

FOUNDATION:

Foundation Wyoming Land Company

By: Steven Y. Rennell
Its: Vice President

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Steven Y. Rennell, who is known to me to be the Vice President

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of Foundation Wyoming Land Company, for which this instrument was executed this 21st day of July, 2009.

Witness my hand and official seal.

Rebecca T. Gustafson
(signature)
Rebecca T. Gustafson
(printed name)

(SEAL)

Notary Public for the state of Wyoming
My commission expires:
11-21-2010

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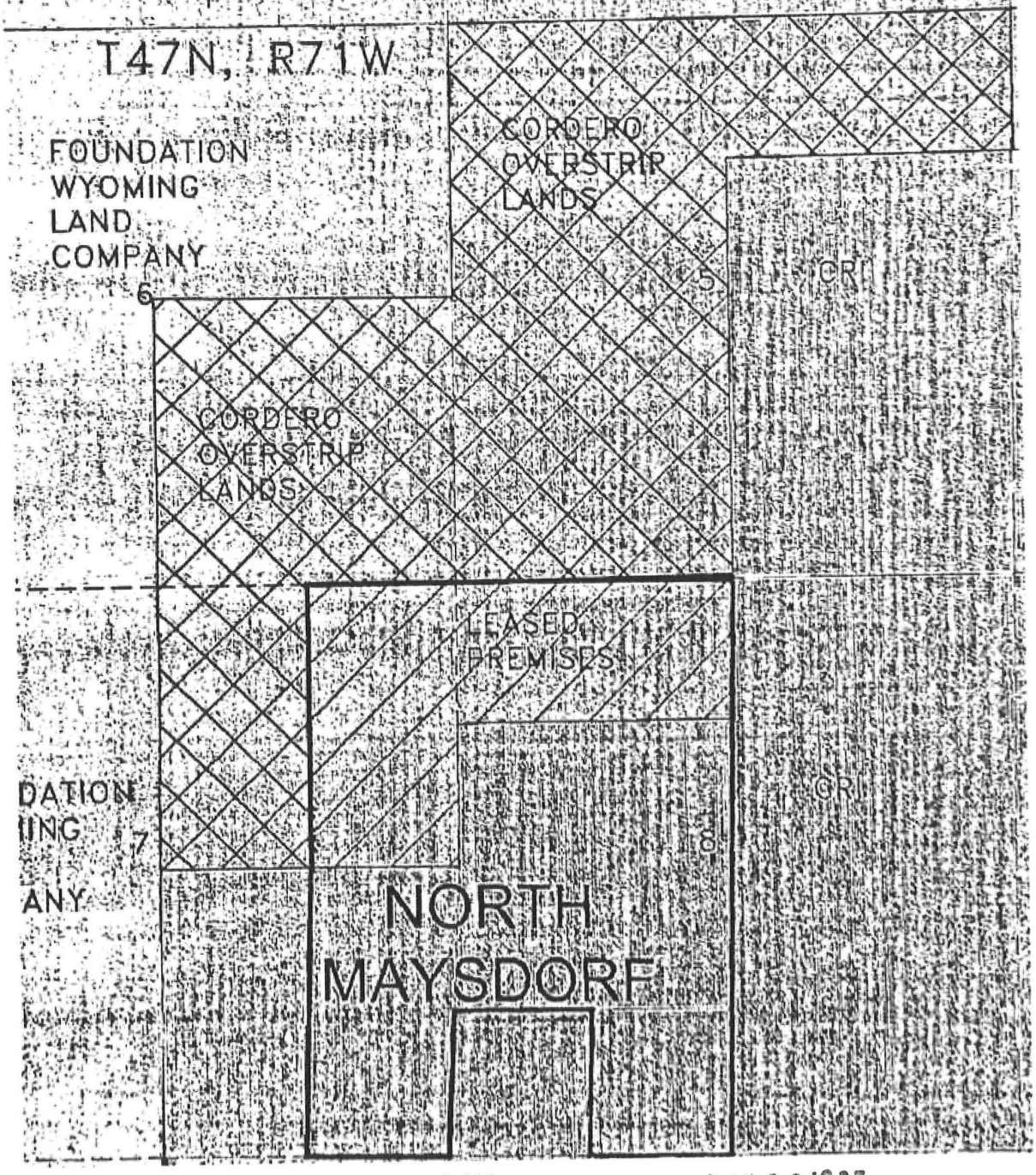
EXHIBIT A
CORDERO / FOUNDATION LEASE OF SURFACE



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Office of County Commissioners
January 19, 2010
Gillette, WY

The Campbell County Board of Commissioners met in regular session, Tuesday, January 19, 2010. Chairman Edwards called the meeting to order at 9:00 AM. Pastor Marty Crump led in prayer and Chairman Edwards led the Pledge of Allegiance.

Present were Roy Edwards, Chris Knapp, Steve Hughes, Dan Coolidge, Amir Sancher, Commissioners; Maxine Lieber, Deputy County Clerk; Carol Seeger, Deputy County Attorney and Robert Palmer, Commissioners Administrative Director.

The following Consent Agenda was presented:

MINUTES:

Board of County Commissioners Directors Workshop, January 4, 2010

CONTRACTS:

IBM Term Lease Supplement for Sheriff's Office

Wyoming Department of Transportation Acceptance Certificate for Sinclair Street Projects

LINE ITEM TRANSFERS:

Approval of Hand Warrants for Parks & Recreation Officials, January 5, 2010 to January 12, 2010

HAND WARRANTS:

Campbell County Clerk Tax Account	266,524.73
Campco Federal Credit Union	9,583.00
Circuit Court of Campbell County	446.72
Orchard Trust Company	37,724.32
Campbell County Clerk Tax Account	13,199.40
Campco Federal Credit Union	450.00
Orchard Trust Company	490.00
Wyoming Child Support Enforcement	351.28
Sander Sanitation	240.40
First National VISA	1,069.40
First National Bank	2,500.00

Commissioner Knapp moved to approve all items of the Consent Agenda as presented. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Hughes moved to approve the County Catering Permits for Beverage Broker for the Winter Western at Cam-Plex on the following dates and locations, as presented:

February 12, 2010 - East Pavilion
February 12, 2010 - Central Pavilion
February 13, 2010 - East Pavilion
February 13, 2010 - Central Pavilion

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February 14, 2010 - Central Pavilion
Commissioner Sancher seconded the motion.

Commissioner Knapp - Aye
Commissioner Hughes - Aye
Chairman Edwards - Aye
Commissioner Sancher - Aye
Commissioner Coolidge - Nay
Carried.

Commissioner Coolidge moved to approve the FY2009 application for the Juvenile Accountability Block Grant between the State of Wyoming Department of Family Services, Division of Juvenile Services and Campbell County, to provide continuation of the 48-hour hold program at the Crisis Shelter, funding request of $12,938.89, and continuation of substance abuse treatment services for the Campbell County Juvenile and Family Drug Court Program, funding request of $12,938.89, for the period April 1, 2010, through March 31, 2011, in the total amount of $25,877.78 with County matching funds of $2,302.22 and City of Gillette matching funds of 285.56, as presented. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Hughes moved to approve the change of scope on the TSA Office Area Project to allow for the construction of a passenger baggage conveyor belt system, not to exceed the original budget amount of $96,630, as requested. Commissioner Knapp seconded the motion.

All Voted - Aye Carried.

Commissioner Knapp moved to approve the right-of-way grant offer for the Bureau of Land Management for Big Powder River Road, 100 feet wide by 10.279 feet long, as presented and recommended by Department of Public Works. Commissioner Sancher seconded the motion

All Voted - Aye Carried.

Commissioner Sancher moved to approve the right-of-way grant offer for the Bureau of Land Management for Bitter Creek Road, 100 feet wide by 900 feet long, as presented and recommended by Department of Public Works. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Hughes moved to approve the right-of-way grant offer for the Bureau of Land Management for Bay Horse Road, 100 feet wide by 2,500 feet long, as presented and recommended by Department of Public Works. Commissioner Coolidge seconded the motion.

All Voted - Aye Carried.

Commissioner Knapp moved to approve the right-of-way grant offer for the Bureau of Land Management for Trail Creek Road, 100 feet wide by 3,250 feet long, as presented and recommended by Department of Public Works. Commissioner Sancher seconded the motion.

All Voted - Aye Carried.

Commissioner Coolidge moved to approve the right-of-way grant offer for the Bureau of Land Management for Parks Road, 100 feet wide by 3,150 feet long, as presented and recommended by Department of Public Works. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

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Commissioner Coolidge moved to approve the Bureau of Land Management SF-299 Application for Transportation and Utility Systems and Facilities on Federal Lands for Hilight Road relocation project, as recommended by Department of Public Works. Commissioner Hughes seconded the motion. Commissioner Knapp recused himself from the discussion and abstained from the vote, due to a conflict of interest.

All Voted - Aye Carried.

Commissioner Hughes moved to proceed with the relocation of Hilight Road, as proposed, contingent upon meeting all conditions as outlined in the Viewer's Report. Commissioner Coolidge seconded the motion. Commissioner Knapp recused himself from the discussion and abstained from the vote, due to a conflict of interest.

All Voted - Aye Carried.

Commissioner Coolidge moved to concur with the recommendation by the Wyoming Department of Transportation to accept the low bid of $351,525.67 submitted by S & S Builders on the Hoadley Road Bridge Rehabilitation project, with an estimated cost to the County of $111,575.77, as presented. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Coolidge moved to recess into an Executive Session for discussion on Property Acquisition. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Coolidge moved to reconvene into regular session. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Sancher moved to approve the Right of Way Agreement, General Utility and Temporary Construction Easements for the construction of Northern Drive and consideration of payment, as follows:

Successor Trustee of the Hazel A. Williams Trust - $61,789.32
Trustee of the Hazel K. Nisselius Trust and Christine R. Nisselius Revocable Trust - $125,788.68

Commissioner Coolidge seconded the motion.

All Voted - Aye Carried.

Commissioner Knapp moved to approve the Declaration of Election Results and Organizational Resolution for Moon Ridge Improvement and Service District, as presented. Commissioner Hughes seconded the motion.

All Voted - Aye Carried.

Commissioner Hughes moved to accept the audit report for FY2008-09, as presented. Commissioner Coolidge seconded the motion.

All Voted - Aye Carried.

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Commissioner Coolidge moved to adopt resolution 1692 authorizing the appointment of Michael A. Blonigen, District Attorney in and for Natrona County, Wyoming, to represent Campbell County as a special prosecutor in the matter of State of Wyoming vs. Charleana L. McKnight, CR-2009-1624, as presented. Commissioner Hughes seconded the motion.
All Voted - Aye Carried.

Commissioner Hughes moved to approve the Adult Drug Service Provider Agreement between the Adult Drug Court, Campbell County and Patricia R. Nesbit, contingent upon the Provider meeting all statutory, contractual and licensing requirements to provide services, as presented. Commissioner Coolidge seconded the motion.
All Voted - Aye Carried.

Commissioner Coolidge moved to accept and place on file the Public Servant Disclosure of Benefits/Interest for Amir Sancher, County Commissioner. Commissioner Knapp seconded the motion.
All Voted - Aye Carried.

Kevin Kienzle, President of the Gillette Girls Fastpitch Association discussed with the Board of Commissioner the need for more softball fields.

The Commissioner recessed into a workshop at 10:30 AM to discuss personnel guidelines and the 4-J Master Plan.

There being no further business to come before the Board of Commissioners, the meeting was adjourned at 12:10 PM. The next regular meeting of the Board of Commissioners will be held Tuesday, February 2, 1010 at 9:00 AM in the Commissioners Chambers in the Courthouse.

Roy Edwards

Maxine Lieber, Deputy Clerk
Board of County Commissioners

Roy Edwards, Chairman
Board of County Commissioners

LQD RECD
OCT 18 2010
TFN 4 1/200
PERMIT
03/09/11-237-T8
TFN 6 2/025
RECD FEB 03, 2016

Adj. Addendum 9i

NOTICE OF PROPOSED COUNTY ROAD VACATION

TO ALL WHOM IT MAY CONCERN:

The Board of Campbell County Commissioners has decided to vacate a portion of a county road commonly referred to as "Hilight Road" with the portion proposed to be vacated more particularly described as follows:

The vacation of Hilight Road located in T 47 N, R 71 W and T 46 N, R 71 W, 6th Principle Meridian, Campbell County, Wyoming, being more particularly described as follows:

All of Hilight Road beginning at the South right-of-way of Haight Road located in the NE1/4NE1/4 of Section 28 and the NW1/4NW1/4 of Section 27, T 47 N, R 71 W;

Thence Southerly through Sections 27, 28, 33, 34, T 47 N, R 71 W, and Sections 3, 4, 9, 15, 16, and a portion of Section 22, T 46 N, R 71 W, to the North right-of-way of Hoadley Road located in the NW1/4NW1/4 of said Section 22, T 46 N, R 71 W.

The purpose for the proposed vacation is to facilitate coal mining operations in the area and continue safe and efficient travel for all county residents. The Board of Campbell County Commissioners propose to condition the vacation set forth above upon reimbursement by the Petitioners to this action the sum of $6.6 million dollars which is the estimated value of the proposed vacated portion of the road and for the cost of the paving of the T-7 Road to the Coal Creek Mine entrance.

All objections thereto or claims for damages by reason thereof must be filed in writing in the Office of the Campbell County Clerk, Campbell County Courthouse, 500 S. Gillette Avenue, Ste. 220, Gillette, Wyoming, before noon on the 20th day of October, 2009 or such road may be vacated without reference to such objections or claims for damages.

Dated: 9/16/09

Susan Saunders, Campbell County Clerk

BY: Maxine Lieber
Maxine Lieber
Chief Deputy County Clerk

LOD RECD
OCT 18,2010
TFN 4 1/200
PERMIT

Publish: (three (3) successive weeks)
September 23, 2009
September 30, 2009
October 7, 2009

03/09/11-237-I8

Submitted: July 2009

CRM ADJ-A9i-67

TFN 6 2/025
RECD FEB 03,2016

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Wyoming High Plains District
Buffalo Field Office
1425 Fort Street
Buffalo, Wyoming 82834-2436

TAKE PRIDE IN AMERICA

MAR 19 2010

WYW-170076
2800 (070)

CERTIFIED MAIL No. 7005 1160 0001 6482 6371
RETURN RECEIPT REQUESTED

DECISION
Right-of-Way Grant Issued

Kevin King, Director
Campbell County
500 S. Gillette Ave.
Gillette, WY 82716

RE: Right-of-Way Application, WYW-170076, for Hilight Road w 300-ft Temp Use Permit

Dear Mr. King:

Enclosed is a copy of the referenced right-of-way grant, which has been approved by the Bureau of Land Management. Issuance of this right-of-way grant constitutes a final decision by the Bureau of Land Management in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1 with Standards for Obtaining a Stay. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error. Please note that under the regulations in 43 CFR 2800 this decision is effective even if an appeal is filed.

Please give us three working days notice before any construction work is initiated by contacting Denise Oliverius at 307-684-1178.

Sincerely,

Paul Beels

for Duane W. Spencer
Field Manager

Enclosures

MAR 19 2010

LQD RECD
OCT 18.2010
TFN 4 1/200
PERMIT
03/09/11-237-T8

Submitted: July 2009 *CRM ADJ-A9i-68*

TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Wyoming High Plains District
Buffalo Field Office
1425 Fort Street
Buffalo, Wyoming 82834-2436

TAKE PRIDE WYOMING AMERICA

Amendment #1
2800 (070)

JAN 29 2010

CERTIFIED MAIL No. 7005 1160 0001 6482 5404
RETURN RECEIPT REQUESTED

DECISION
Right-of-Way Amended Grant Issued

A. Nick Taylor, Landman
Cordero Mining, LLC
P.O. Box 1449
Gillette, WY 82717

RE: Right-of-Way Amendment Application, WYW-152964, for an additional stockpile and overstrip site for Coal Lease WYW-174407.

Dear Mr. Taylor:

Enclosed is a copy of the referenced right-of-way grant, which has been approved by the Bureau of Land Management. Issuance of this right-of-way grant constitutes a final decision by the Bureau of Land Management in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1 with Standards for Obtaining a Stay. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error. Please note that under the regulations in 43 CFR 2800 this decision is effective even if an appeal is filed. Please give us three working days notice before any construction work is initiated by contacting Denise Oliverius at 307-684-1178.

Sincerely,

Paul Beels

for Duane W. Spencer
Field Manager

Enclosures

c: Julie Gerlach, Contractor
Aqua Terra Consultants, Inc.
2624 Heartland Dr.
Sheridan, WY 82801

LGD RECD
OCT 18.2010
TFN 4 1/200
PERMIT

Submitted: October 2010

03/09/11-237-T8

CRM ADJ-A9i-69

TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

BLM
JAN 27 2010
BUFFALO FO
Issuing Office
Buffalo Field Office

FORM 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER WYW-152964
Amendment #1

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder

Cordero Mining, LLC
P.O. Box 1449
Gillette, WY 82717

receives a right to construct, operate, maintain and terminate **an additional stockpile and overstrip site for coal lease WYW-174407**, on public lands, the amendment being described as follows:

6th PM, Campbell County, Wyoming,
T. 46 N., R. 71 W.,
sec. 9; lots 6, 7;
sec. 10; lots 8-10.

The entire right-of-way grant on public lands is described as follows:

6th PM, Campbell County, Wyoming,
T. 46 N., R. 71 W.,
sec. 4; lots 19, 20 (included in original grant).
sec. 9; lots 6, 7;
sec. 10; lots 8-10.

b. **The additional stockpile site facility contains 117.86 acres. The total right-of-way site area is 199.27 acres, more or less.**

c. This instrument shall terminate on **December 31, 2028 (original grant expiration date of April 9, 2022)**, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment,

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abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant

3. Rental

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible in accordance with comparable commercial practices

4. Terms and Conditions.

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days or otherwise disposed of as provided in paragraph 14 hereof or as directed by the authorized officer

c. Each grant issued for a term of 20 years or more, shall at a minimum be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided however that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer

d. The plans and map set forth in Exhibits A and B, dated January 6, 2010, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public

g. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 Section 102b. A copy of any

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report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government

h. The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

j. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a Pesticide Use Proposal plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

k. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

l. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be

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03/09/11-237-13

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RECD FEB 03,2016
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BUFFALO FO

responsible for the survey cost.

m. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of Interior issued pursuant thereto.

n. A copy of the complete right-of-way grant and approved plan of development shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

o. The holder shall contact the authorized officer at least three days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a pre-construction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plans of development.

p. Sixty days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

q. The holder shall conduct all activities associated with the construction, operation and termination of the right-of-way within the authorized limits of the right-of-way.

r. The holder agrees to abide by all terms and conditions described in the original right-of-way grant WYW-152964, issued April 10, 2002.

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this amended right-of-way grant WYW-152964.

(Signature of Holder)	Paul Beale (Signature of Authorized Officer)
VP Technical Services (Title)	for Field Manager (Title)
01-15-10 (Date)	1/29/10 (Effective Date of Grant)

LQD RECD
OCT 18,2010
TFN 4 1/200
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TFN 6 2/025
RECD FEB 03,2016
DEQ 2-260

Adj. Addendum 9i

BLM

OCT 0 2 2009

BUFFALO FO

Form 2920-1
(February 2005)

FORM APPROVED
OMB NO 1004-0009
Expires December 31, 2007

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAND USE APPLICATION AND PERMIT
(Sec. 302(b) of P.L. 94-579, October 21, 1976, 43 U.S.C. 1732)

FOR BUREAU OF LAND MANAGEMENT (BLM) USE ONLY

Application Number

DEC 21 2009

WYW-170052 BUFFALO FO

1. Name (*first, middle initial, and last*)	Address (*include zip code*)	Phone (*include area code*)
Cordero Mining LLC	Attn: Land Dept. P.O. Box 3009 Gillette, WY 82717	307-685-6000

2. Attach map or sketch showing public lands for which you are applying

3. Proposed date(s) of use: from 01/01/2010 to 12/30/2025

4. Give legal basis for holding interest in lands in the State of _____
(*Check appropriate box at right and explain.*)
Cordero Mining LLC is a Delaware corporate entity registered with the Wyoming Secretary of State.

☐ Resident ☑ Corporation ☐ Local Government ☐ Other ☐ Partnership ☐ County ☐ State Government

5. Are the lands now improved, occupied or used? ☐ Yes ☑ No (*If "yes," describe improvements and purposes, identify users and occupants.*)

6. Do you need access to the land? ☑ Yes ☐ No (*Describe needed or existing access*)

7a. What do you propose to use the lands for?
Inclusion into the Cordero Rojo Mine Permit (237) permit area. These lands would be used for environmental monitoring as required under Wyoming Coal Permit 237 and associated with recovery of the federal coal reserve leased under Federal Coal lease WYW-174407 (South Maysdorf LBA).

b. What improvements and/or land development do you propose? (*To complete application processing, engineering and construction drawings may be required*)
No improvements or disturbance is required. Inclusion of lands into Cordero Mining LLC's Wyoming Coal Mine Permit 237 is desired. Occasional access and monitoring may take place. Access would consist of 4-wheel drive, ATV or walk-in. Monitoring would consist of wildlife counts, and may include soil sampling and vegetation clipping. Access to the Belle Fourche river for sampling purposes might also occur for lands located in the SESW of Section 9.

c. What is the estimated capital cost?	d. What is the source of water for the proposed use?
$ None	**No water is necessary.**

I CERTIFY That the information given by me in this application is true, complete, and correct to the best of my knowledge and belief and is given in good faith.

Anthony Gr. (Signature of Applicant) 9-25-09 (Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

CMC_SURF_USE_OPER_221

LQD RECD
OCT 18.2010
TFN 4 1/200
PERMIT
03/09/11-237-18

Submitted: October 2010

CRM ADJ-A9i-74

TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

BLM
DEC 2 2009
BUFFALO FO

PERMIT

Permit Number

Permission is hereby granted to
of
to use the following described lands:

TOWNSHIP	RANGE	SECTION	SUBDIVISION
T49N	R71W	Section 9: Section 10: Section 15:	Part of Lots 6 & 7 (Approx. 55 acres) Part of Lots 8, 9 and 10 (the Southernmost 300 feet) (Approx. 31.5 acres) Lots 1 and 2 (Approx. 81.3 acres)

Meridian	State	County	Acres *(number)*
6th	Wyoming	Campbell	167.8

for the purpose of

and subject to the following conditions:

1. This permit is issued for the period specified below. It is revocable at the discretion of the BLM, at any time upon notice. This permit is subject to valid adverse claims heretofore or hereafter acquired.
2. This permit is subject to all applicable provisions of the regulations (43 CFR 2920) which are made a part hereof.
3. This permit may not be assigned without prior approval of the BLM.
4. Permittee must not enclose roads or trails commonly in public use.
5. Authorized representatives of the Department of the Interior, other Federal agencies, and State and local law officials will at all times have the right to enter the premises on official business.
6. Permittee must pay the United States for any damage to its property resulting from the use.
7. Permittee must notify the BLM of address change immediately.
8. Permittee must observe all Federal, State, and local laws and regulations applicable to the premises and to erection or maintenance of signs or advertising displays including the regulations for the protection of game birds and game animals, and must keep the premises in a neat, orderly, and sanitary condition.
9. Permittee must pay the BLM, in advance, the lump sum of $ for the period of use authorized by this permit or $ 1,200.00, annually, as rental or such other sum as may be required if a rental adjustment is made.
10. Use or occupancy of land under this permit will commence within months from date hereof and must be exercised at least days each year.
11. Permittee must take all reasonable precautions to prevent and suppress forest, brush, and grass fires and prevent pollution of waters on or in the vicinity of the lands.
12. Permittee must not cut any timber on the lands or remove other resources from the land without prior written permission from the BLM. Such permission may be conditioned by a requirement to pay fair market value for the timber or other resources.
13. Permittee agrees to have the serial number of this permit marked or painted on each advertising display or other facility erected or maintained under the authority of such permit.
14. This permit is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the Equal Opportunity clauses. A copy of this order may be obtained from the BLM.
15. Permittee acknowledges, by signing below, that he/she knows, understands and accepts the terms and conditions under which this permit is issued.
16. Special conditions *(attach additional sheets, if necessary)*

Permit issued for period

From January 6, 2010

To see Exhibit A, Item 3

(Permittee)

(BLM)

AFM 1/6/10

(Title) (Date)

INSTRUCTIONS

1. Submit, in *duplicate*, to any local office of the Bureau of Land Management having jurisdiction of the lands.
2. Applications for Land Use Permits will not be accepted unless a notification of the availability of the land for non-BLM use *(Notice of Realty Action)* has been published in the Federal Register and for 3 weeks thereafter in a newspaper of general circulation. This provision does not apply in those situations where the publication of a *(Notice of Realty Action)* has been waived by the BLM.
3. If the annual rental exceeds $250 dollars per year, costs of processing the application must be paid by the applicant in advance.
4. The BLM may require additional information to process an application. Processing will be deferred until the required information is furnished by the applicant.

(Continued on page 3)

LQD RECD
OCT 18.2010
TFN 4 1/200
PERMIT

CMC_SURF_USE_OPER_221

Submitted: October 2010

03/09/11-237-18

CRM ADJ-A9i-75

TFN 6 2/025
RECD FEB 03,2016

Adj. Addendum 9i

STIPULATIONS FOR MINIMUM IMPACT LAND USE PERMIT (LUP) WYW-170052

EXHIBIT A

1. This permit is issued subject to the permittee's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2920.

2. The permittee shall adhere to the stipulations as stated in Exhibit A and the approved plan of development as stated and shown in Exhibits B, C and D, dated January 4, 2010, and attached to the Land Use Permit Form 2920-1 and such exhibits are incorporated into and made a part of this permit as fully and effectively as if they were set forth herein in their entirety.

3. The LUP WYW-170052 will automatically renew if the annual rental payments are received in accordance with regulations stated in 43 CFR 2920.7(i) and automatic renewals will be in three-year increments. Failure to pay rental after two consecutive months of due date constitutes noncompliance and termination of the permit. If automatic renewal is implemented, the permit will not be subject to cost recovery processing fees.

4. An assignment of the LUP WYW-170052 will require a LUP assignment application from the assignee with the assignor's consent in writing.

5. The rental of $1,200.00 annually is based on IM WY-2009-017 dated February 24, 2009, which expires September 30, 2012. Subsequent rental calculations will be adjusted based on information from BLM Wyoming State Office in Cheyenne. The Buffalo Field Office will be notified in writing of rental requirements after September 30, 2102, and rental calculations will be adjusted. A rental bill will then be generated and mailed to the permittee.

6. Sixty days prior to termination of the permit, the permittee shall contact the authorized officer to arrange a joint inspection of the permit. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan.

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OCT 18.2010
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EXHIBITS

TFN 6 2/025
RECD FEB 03,2016

934513

934513 Book 2488 of PHOTOS Page 00553

LQD
AUG 2 2011
RECEIVED

WARRANTY DEED

The Little Buffalo Ranch LLC, a Wyoming Limited Liability Company, and Flying T Land Company Limited Partnership ("Grantors"), of Gillette, Campbell County, Wyoming, in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, subject to the reservations stated below, hereby CONVEY and WARRANT to **Cordero Mining LLC, a Delaware limited liability company, ("Grantee")** all of Grantor's right, title, and interest to the surface of the following described land, subject to any and all existing surface damage agreements, easements, covenants, right-of-ways and other encumbrances whether of record or of sight, situated in Campbell County, State of Wyoming ("Land"), to wit:

Township 46 North, Range 71 West, 6th P.M., Campbell County, Wyoming
Section 9: W½NW¼, NE¼NW¼, NW¼NE¼
Section 17: N½ (aka Lots 1, 2, 3, 4, 5, 6, 7, 8)
Section 21: N½NW¼ (aka Lots 2, 3), NW¼NE¼

containing 600 acres, more or less;

EXCEPTING AND RESERVING to GRANTORS under the provisions of WS 34-1-152 the pore space in all strata underlying these lands and EXCEPTING AND RESERVING to each of the Grantors all oil, gas, and other owned minerals of whatsoever nature or kind, including any after acquired title to any or all of its minerals, together with the right to enter on the surface to mine, to explore, or to otherwise remove said minerals, and access the pore space hereby reserved to the extent such does not interfere with Grantee's coal mining activities as set forth below.

Subject to the reservations set forth above, it is the Grantor's intent that this deed shall convey any after acquired title of the Grantors in the surface of the above described real property and the Grantors hereby assign unto the Grantee all rights and warranties of title received by it by operation of law or otherwise. Further, this conveyance by Grantors is subject to the payment of taxes and assessments for the year 2009 and all years thereafter.

Grantors agrees that Grantee's coal mining activities take precedence over any other mineral development activities on its land for leases entered into following the date of this Warranty Deed.

Grantors hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

DATED this 29th day of October, 2009.

GRANTORS:

LITTLE BUFFALO RANCH LLC

Gary C. Marquiss
By: Gary C. Marquiss
Its: Manager

FLYING T LAND COMPANY LIMITED PARTNERSHIP

Mary Kyle Coltrane
By: Mary Kyle Coltrane
Its: Managing General Partner

TEN 6 2/025
RECD FEB 03, 2016

Adj. Addendum 9i

934513 Book 2488 of PHOTOS Page 00554

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Gary C. Marquiss, who is known to me to be the Manager of Little Buffalo Ranch LLC, for which this instrument was executed this 29th day of October, 2009.

WITNESS my hand and official seal.

Patty Traverso - Notary Public
County of Campbell State of Wyoming
My Commission Expires 10-10-2013

Notary Public

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Mary Kyle Coltrane, who is known to me to be the Managing General Partner of Flying T Land Company Limited Partnership, for which this instrument was executed this 29th day of October, 2009.

Witness my hand and official seal.

Patty Traverso - Notary Public
County of Campbell State of Wyoming
My Commission Expires 10-10-2013

Notary Public

OCT 29 2009
CAMPBELL COUNTY CLERK

934513 Recorded on 10/29/2009 at 4:36:00 Fee 11.00
Book 2488 of PHOTOS Pages 553 to 554
Susan F. Saunders, Campbell County Clerk by: C. KLINGLER

RECORDED
A STRACTED
INDEXED
MAP

LQD
AUG 2 2011
RECEIVED

Submitted: July 2011 *CRM ADJ-A9i-78*

TFN 6 2/025
RECD FEB 03,2016

A-246 11-237-TX -3/12

Adj. Addendum 9i

934514 934514 Book 2488 of PHOTOS Page 00555

COAL DEED

Marquiss Minerals Inc., and Flying T Land Company Limited Partnership, GRANTORS, for and in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, convey to CORDERO MINING LLC, a Delaware limited liability company, with an address at 505 South Gillette Ave., Gillette, WY, 82716, GRANTEE, all right, title and interest owned by GRANTORS in and to the hereinafter described coal in, upon, or underlying that certain tract or parcel of land ("Land") containing 160 acres, more or less, located in Campbell County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

Township 46 North, Range 71 West, 6th P.M., Campbell County, Wyoming
Section 9: W½NW¼, NE¼NW¼, NW¼NE¼

ALL COAL AND ALL COAL SEAMS FROM THE SURFACE OF THE EARTH, 4585 FEET ABOVE SEA LEVEL DOWN TO 3985 FEET ABOVE SEA LEVEL, OR THE BASE OF THE WYODAK SEAM(S), WHICHEVER IS DEEPER.

RESERVING, HOWEVER TO THE GRANTORS any and all coal bed methane gas found in, upon, adjacent to, or commingled with all coal seams and deposits ; and

Together with all of the rights, privileges and franchises thereunto incident, and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said GRANTORS, both in law and in equity, of, in and to the above described Coal in and underlying the Land, with the hereditaments and appurtenances; and

EXCEPTING AND RESERVING all the oil, gas and all other minerals, including without limitation coalbed methane gas, gold, uranium and shale, lying in and under the Land to which each GRANTOR owns or has rights to. GRANTORS reservation of the oil, gas, and all other minerals shall not interfere with GRANTEE'S coal mining activities in, or on this or adjoining tracts. GRANTORS additionally reserve any rights to carbon sequestration as may now or in the future become available to it under applicable laws.

GRANTORS warrant only as against their own acts and against claims and demands of all persons claiming by, through or under them, but not otherwise.

WITNESS my hand this 29th day of October, 2009.

RECEIVED AUG 2 2011 LQD

EXHIBITS

Submitted: July 2011 *CRM ADJ-A9i-79*

10/5/11-237-78 5 3/263

TFN 6 2/025

RECD FEB 03, 2016

Adj. Addendum 9i

934514 Book 2488 at PHOTOS Page 00558

GRANTORS:

MARQUISS MINERALS INC.

By: Gary C. Marquiss
Its: President

FLYING T LAND COMPANY LIMITED PARTNERSHIP

By: Mary Kyle Coltrane
Its: Managing General Partner

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Gary C. Marquiss, who is known to me to be the President of Marquiss Minerals Inc., for which this instrument was executed this 29th day of October, 2009.

Witness my hand and official seal.

Notary Public

Patty Traverso - Notary Public
County of Campbell State of Wyoming
My Commission Expires 10-10-2013

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Mary Kyle Coltrane, who is known to me to be the Managing General Partner of Flying T Land Company Limited Partnership, for which this instrument was executed this 29th day of October, 2009.

Witness my hand and official seal.

Notary Public

Patty Traverso - Notary Public
County of Campbell State of Wyoming
My Commission Expires 10-10-2013

OCT 29 2009
CAMPBELL COUNTY CLERK

934514 Recorded on 10/29/2009 at 4:35:00 Fee 11.00
Book 2488 at PHOTOS Pages 555 to 558
Susan F. Saunders, Campbell County Clerk by: C. KLINGLER

RECORDED AND INDEXED

LQD
AUG 2
RECEIVED

Submitted: July 2011 *CRM ADJ-A9i-80*

Adj. 10 Appendix E - Exhibits

10/5/11-237-78 5 3/263

TEN 6 2 / 625

RECD FEB 03, 2016

952129 Book 2600 of PHOTOS Page 00167

GENERAL WARRANTY DEED

Pickrel Land & Cattle Co., Inc., a Wyoming corporation ("Grantor"), of Campbell County, Wyoming, in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, subject to the reservations stated below, hereby CONVEY and WARRANT to **Cordero Mining LLC,** a Delaware limited liability company, ("Grantee"), and its successors and assigns forever ("Grantee"), the real property situated in Campbell County, State of Wyoming described as follows ("Lands"):

Township 46 North, Range 71 West, 6th P.M., Campbell County, Wyoming

Section 6:	ALL (aka Lots 8-23)
Section 7:	Lots 3,4, E½SW¼, E½NW¼, E½ (aka Lots 5-18)
Section 8:	NW¼, S½ (aka Lots 3-6, 9-16)
Section 9:	W½SW¼
Section 18:	Lots 1, 2, E½NW¼, NE¼ (aka Lots 5-12)

Township 46 North, Range 72 West, 6th P.M., Campbell County, Wyoming

Section 1: Lots 1, 2, SE¼NE¼, E½SE¼ (aka Lots 5, 6, 12, 13, 20) and portions of Lot 3, SE¼NW¼, SW¼NE¼, W½SE¼ lying East of Hwy 59 right of way (aka portions of Lots 7, 10, 11, 14, 19 lying east of Hwy 59 right of way) being more particularly described as follows:

BEGINNING AT A 31/2" B.L.M. ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 1;"

THENCE S 00°21'23" E, 2658.85 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO A 3 1/2" B.L.M. ALUMINUM CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE S 00°02'43" W, 2659.42 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO A 3 1/2" B.L.M. ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 1;

THENCE N 89°34'27" W, 1993.33 FEET ALONG THE SOUTH LINE OF SAID SECTION 1 TO A 2 1/2" ALUMINUM CAP STAMPED PE&LS 2395

LQD SEP - 8 2011 RECEIVED

TFN 6 2/025
RECD FEB 03, 2016

952129 Book 2600 of PHOTOS Page 00168

MARKING A POINT OF INTERSECTION WITH THE EASTERN RIGHT OF WAY OF WYOMING STATE HIGHWAY #59;

THENCE N 14°17'17" W, 5458.53 FEET ALONG SAID EASTERN RIGHT OF WAY TO A 2 1/2" CAP MARKING A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 1,

THENCE N 89°46'35" E, 641.91 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO A 3 1/2" B.L.M. ALUMINUM CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE N 89°45'39" E, 2684.11 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE TRUE POINT OF BEGINNING.

The total area of the Lands is 2422.6 acres, more or less.

free and clear of all liens, mortgages, security interests, encumbrances, charges, claims and title defects except all easement, reservations, restrictions, covenants and rights-of-way of record or of site, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TOGETHER with all easements and rights of way benefiting the Lands; all improvements, structures, fixtures, buildings, fences, tanks, hereditaments, and appurtenances owned by Grantor, including without limitation all water and water rights related to or appurtenant to the Lands, whether adjudicated or unadjudicated, including all ground water, wells and well permits and rights, all surface water ditches and ditch permits and rights, and all reservoirs and reservoir permits and rights, and any pumps, tanks, piping, headgates, measuring devices, outlet works and other facilities of any kind related thereto.

DATED this 3rd day of January, 2011.

GRANTOR:

PICKREL LAND & CATTLE CO., INC.

By: George Ann Burch
George Ann Burch, President

LQD
SEP - 8 2011
RECEIVED

Adj. 10 Appendix E - Exhibits

Submitted: July 2011 *CRM ADJ-A9i-82*

TFN 6 2/025
RECD FEB 03, 2016

10/5/11-237-T8 5 3/263

952129 Book 2600 of PHOTOS Page 00169

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF Campbell) SS.

This instrument was acknowledged before me on January 5th, 2011, by George Ann Burch, President of Pickrel Land & Cattle Co., Inc.

(Signature of notarial officer)

Title (and Rank)

(Seal, if any)

My Commission Expires: _____

CHARLES R. HART - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 26, 2013

CHARLES R. HART - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 26, 2013

952129 Recorded on 1/04/2011 at 12:46:00 Fee 14.00
Book 2600 of PHOTOS Pages 167 to 169
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

RECORDED
ABSTRACTED
INDEXED
CHECKED

LQD
SEP - 8 2011
RECEIVED

TFN 6 2/025
RECD FEB 03, 2016

Adj. 10 Appendix E - Exhibits

Submitted: July 2011 *CRM ADJ-A9i-83*

10/5/11-237-T8 5 3/263

SURFACE OWNER CONSENT

Permit 248C
Black Hills Bentonite

TFN 6 2/025
RECD FEB 03,2016

CONSENT AND WAIVER

The undersigned as an interested surface landowner or lessee after having been fully informed of the mining and reclamation plans of Kaycee Bentonite Corporation as filed under date of with "The State Department of Environmental Quality " of the State of Wyoming covering the following described lands:

Township 42 North, Range 81 West of the 6th P. M.
Section 19: S½S½SE¼, S½SE¼SW¼
20: S½SW¼
28: N½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼
29: N½SW¼, S½NW¼, NW¼NW¼
30: NE¼, E½NW¼, N½SE¼, SE¼SE¼
31: E½, E½NW¼
33: NE¼

Township 41 North, Range 81 West of the 6th P. M.
Section 6: E½NW¼, N½NE¼, N½SW¼NE¼
7: E½SE¼, E½NW¼SE¼, N½SW¼SE¼
8: W½SW¼, SE¼SW¼, W½NE¼SW¼

Township 42 North, Range 81 West of the 6th P. M.
Section 34: W½NW¼, W½SE¼NW¼, SW¼NE¼, N½SE¼, NE¼SW¼
35: SW¼SW¼

Township 41 North, Range 81 West of the 6th P. M.
Section 2: E½NW¼, N½NW¼NW¼, SW¼NE¼, NW¼SE¼, W½NE¼SE¼
3: N½NE¼, N½S½NE¼

and in consideration of the performance and compliance with the provisions, duties, covenants and plans set forth in such mining and reclamation plan and for any amendment, change or addition as required by "The State Department of Environmental Quality", does expressly consent and approve such mining and reclamation plan of Kaycee Bentonite Corporation or any duly required amendment, change or addition thereto, hereby waiving any and all notices of hearings thereon, and granting consent to the issuance of a permit therefor.

This consent and waiver shall be binding upon the undersigned, the heirs, devisees and beneficiaries of Herman Werner, deceased, and pursuant to the terms and provisions of his Last Will and Testament.

Dated this 31st day of March, 1975.

ESTATE OF HERMAN WERNER BY:
The Wyoming National Bank

Executors of the Last Will and Testament of Herman Werner, deceased.

MICRO FILMED JUN 21 '85

MICRO FILMED NOV 13 1991

APR 1975 LAND QUALITY DIVISION

STATE OF WYOMING)
SS
COUNTY OF NATRONA)

MICRO FILMED APR 19 199 MICRO FILMED OCT 17 '89

On this 31st day of March, 1975, before me personally appeared

Permit No. 248-A1

TFN 5 2/625

RECD FEB 03,2016
DEQ 2-272

R. W. Miracle, President of The Wyoming National Bank, acting for and on behalf of said bank, and John P. Burke, Executors of the Last Will and Testament of Herman Werner, deceased, to me known to be the persons who executed the foregoing instrument, and acknowledged to me that each executed the same as his free act and deed and as Executors of the Estate of Herman Werner, deceased.

Given under my hand and notarial seal on the date first above written.

Dick Tobin
NOTARY PUBLIC

DICK TOBIN — Notary Public
County of Natrona State of Wyoming
My Commission Expires June 6, 1978

MICRO FILMED JUN 21 '85

APR 1975 RECEIVED LAND QUALITY DIVISION

MICRO FILMED APR 19 1994

MICRO FILMED NOV 13 1991

MICRO FILMED OCT 19 '89

A-254

Permit No. 248C - 41 TFN 6 2/025

RECD FEB 03, 2016

Permit No. 248C-A2

State of Wyoming)
County of Natrona)

On the 22th day of March , in the year 1976, before me personally appeared Thomas J. Lyons, who, being duly sworn, did depose, say, and certify, that the Kaycee Bentonite Corporation has the right and power by legal estate owned to mine and remove bentonite from the land described in this permit application.

G. D. Grenier, Notary Public
My commission expires 9/11/77

TFN 6 2/025
RECD FEB 03,2016

State of Wyoming)
County of Natrona)

On the th day of , in the year 1976, before me personally appeared Thomas J. Lyons, who, being by me duly sworn did certify that the Kaycee Bentonite Corporation has not forfeited a bond posted for reclamation purposes pursuant to any lasw of the State of Wyoming.

G. D. Grenier, Notary Public
My commission expires 9/11/77

MICRO FILMED APR 19 1994

MICRO FILMED NOV 13 1991

MICRO FILMED JUN 24 '85

MICRO FILMED OCT 19 '89

Permit No. 24BC-A2.

APPENDIX "A"

Temporary Filing No.

The names and the last known addresses of the owners of the surface rights on the lands to be covered by this application.

Name	Last Known Address
Arthur Haines	Kaycee, Wyo. 82639
Kaycee Bentonite Corp.	Box 9, Mills, Wyo. 82644
Federal Gov't. (BLM)	100 E. "B", Casper, Wyo.

TFN 6 2/025
RECD FEB 03,2016

MICRO
FILMED MICRO FILMED APR 19 1994
NOV 13 1991

MICRO FILMED JUN 24 '05

ORIGINAL

MICRO FILMED OCT 19 '89

APPENDIX "A"

PART (iv)

The names and addresses of surface and mineral ownership of record within the proposed permit amendment area.

NAME	LAST KNOWN ADDRESS
U.S. GOVERNMENT	100 East "B", Casper, Wyoming 82601
STATE OF WYOMING	State Office Building Cheyenne, Wyoming 82001
GERALD KAUFMAN	Chimney Butte Ranch R.R. Kaycee, Wyoming 82639

TFN 6 2/025
RECD FEB 03, 2016

MICRO FILMED JUN 24 '85

MICRO
FILMED
NOV 13 1991

Permit No. 2480-A3
Temporary Filing No. 1 2/150

FEB 19 0
RECEIVED

MICRO FILMED APR 19 1994

REVISED

MICRO FILMED OCT 19 '89

APPENDIX "B"

PART (v)

The names and last known addresses of the owners of record of the surface rights of the lands immediately adjacent to the proposed permit amendment area.

REVISED

NAME	LAST KNOWN ADDRESS
U.S. GOVERNMENT	100 East "B", Casper, Wyoming 82601
STATE OF WYOMING	State Office Building Cheyenne, Wyoming 82001
GERALD KAUFMAN	Chimney Butte Ranch R.R. Kaycee, Wyoming 82639
HERMAN WERNER (Estate)	400 East 15th Casper, Wyoming 82601
ROBERT ARNDT	Mayoworth Route Kaycee, Wyoming 82639

TFN 6 2/025
RECD FEB 03, 2016

*Note: The Sanford Ranches now have the surface ownership of the property of the Herman Werner (Estate).

Sanford Ranches	112 North 5th Thermopolis, Wyoming 82443

MICRO FILMED JUN 24 '05

MICRO FILMED APR 19 1994

REVISED

MICRO
FILMED
NOV 13 1991

MICRO FILMED OCT 19 '89

APPENDIX "B"

PART (v)

The names and last known addresses of the owners of record of the surface rights of the lands immediately adjacent to the proposed permit amendment area.

NAME	LAST KNOWN ADDRESS
U.S. GOVERNMENT	100 East "B", Casper, Wyoming 82601
STATE OF WYOMING	State Office Building Cheyenne, Wyoming 82001
GERALD KAUFMAN	Chimney Butte Ranch R.R. Kaycee, Wyoming 82639
HERMAN WERNER (Estate)	400 East 15th Casper, Wyoming 82601
ROBERT ARNDT	Mayoworth Route Kaycee, Wyoming 82639

TFN 6 2/025
RECD FEB 03, 2016

*Note: The Sanford Ranches now have the surface ownership of the property of the Herman Werner (Estate).

Sanford Ranches	112 North 5th Thermopolis, Wyoming 82443

MICRO FILMED JUN 24 '85
REVISED
MICRO FILMED APR 19 1994
MICRO FILMED NOV 13 1991
RECEIVED Land Quality Div. DIVISION
MICRO FILMED OCT 19 '89

APPENDIX "B"

PART (v)

The names and last known addresses of the owners of record of the surface rights of the lands immediately adjacent to the proposed permit amendment area.

NAME	LAST KNOWN ADDRESS
U.S. GOVERNMENT	100 East "B", Casper, Wyoming 82601
STATE OF WYOMING	State Office Building Cheyenne, Wyoming 82001
GERALD KAUFMAN	Chimney Butte Ranch R.R. Kaycee, Wyoming 82639
HERMAN WERNER (Estate)	400 East 15th Casper, Wyoming 82601
ROBERT ARNDT	Mayoworth Route Kaycee, Wyoming 82639

TFN 6 2/025
RECD FEB 03, 2016
MICRO FILMED JUN 24 '85
MICRO FILMED NOV 13 1991
MICRO FILMED APR 19 1994
DIST.
FEB 1990 RECEIVED
Permit No. 248C-A3
Temporary Filing No. 1 2/150
REVISED
MICRO FILMED OCT 19 '89
JUN 24

APPENDIX "C"

PART (VI)

LEGAL DESCRIPTION OF LANDS TO BE COVERED IN THIS APPLICATION FOR PERMIT AMENDMENT.

DESCRIPTION	SEC	TWP	RGE	COUNTY	ACRES
		(PETERSON DRAW AREA--50 ACRES)			
E½ SE¼ NW¼	31	43	82	JOHNSON	20
E½ NE¼ SW¼	31	43	82	JOHNSON	20
NE¼ SE¼ SW¼	31	43	82	JOHNSON	10
**	* * * * * * * * * * * * * *				
		(TISDALE MOUNTAIN AREA--30 ACRES)			
E½ NE¼ SE¼	33	42	81	JOHNSON	20
E½ W½ NE¼ SE¼	33	42	81	JOHNSON	10
**	* * * * * * * * * * * * * *				
		(ALKALIE CREEK AREA--20 ACRES)			
W½ E½ NW¼ SW¼	8	43	82	JOHNSON	10
E½ W½ NW¼ SW¼	8	43	82	JOHNSON	10
**	* * * * * * * * * * * * * *				
		(COLLOID LEASE AREA-- 160 ACRES) WYOMING STATE LEASE #0-17441			
NE¼	16	39	83	NATRONA	160
**	* * * * * * * * * * * * * *				

MICRO FILMED APR 19 1994

MICRO FILMED NOV 13 1991

Permit No. 248C-A3

Temporary Filing No. 1 2/450

NOV 1979 RECEIVED Land Quality Div.

MICRO FILMED JUN 24 '85

TFN 6 2/025

RECD FEB 03, 2016

MICRO FILMED OCT 19 '89

APPENDIX "E"

PART (IX)

A MAP OR MAPS SHOWING THE PROPOSED PERMIT AMENDMENT AREA AND IDENTIFY THE FOLLOWING:

A USGS TOPOGRAPHICAL MAP HAS BEEN ENCLOSED SHOWING:

ITEMS (I, II, III): LANDS TO BE AFFECTED BY MINING, DRAINAGE AREAS WITHIN AND SURROUNDING PROPOSED AMENDMENT; AND THE LOCATION AND NAMES OF ROADS, RAILROADS, UTILITY LINES, CREEKS, LAKES, ETC,.

(IV) THERE HAS BEEN NO UNDERGROUND MINING ON OR ADJACENT TO THIS PROPOSED PERMIT AMENDMENT AREA.

(V) A MAP OF APPENDIX "A" & "B" HAS BEEN SUBMITTED WITH THIS APPLICATION SHOWING THE SURFACE OWNERSHIP OF ADJACENT LANDS.

(VI) THERE ARE NO BUILDINGS ON THE LANDS COVERED BY THIS APPLICATION. THERE ARE GENERAL RANCH BUILDINGS ON THE AREAS OCCUPIED BY THE SURFACE OWNER OR TENANTS WHICH ARE ON ADJACENT LANDS TO THE PROPOSED PERMIT AMENDMENT AREAS.

NOV 1979
RECEIVED
Land Quality Div
DIST. IV

MICRO FILMED NOV 13 1991

MICRO FILMED APR 19 1994

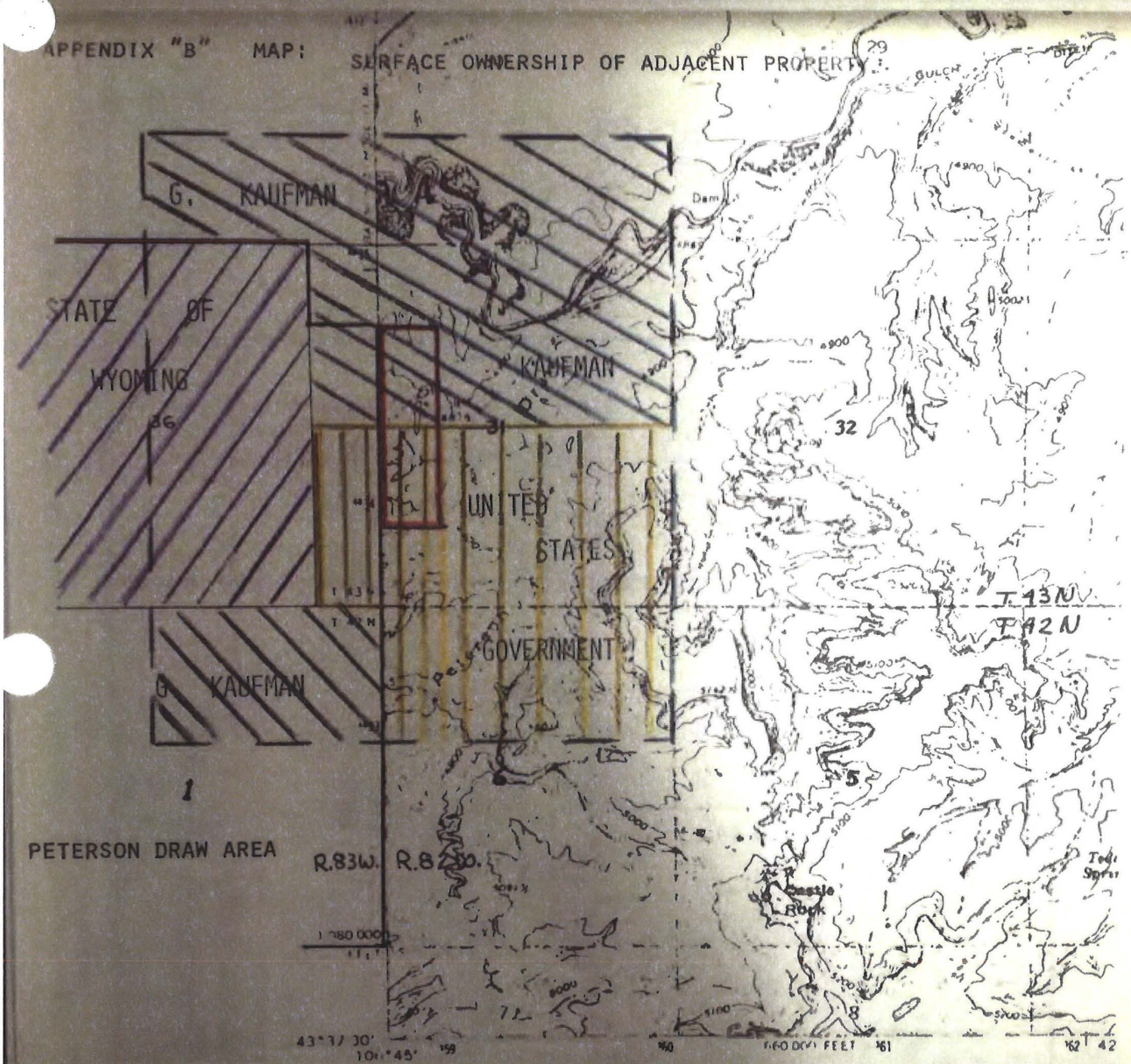
Permit No. 2148C-1A3
Temporary Filing No. 1 3/150

TFN 6 2/025
RECD FEB 03, 2016

MICRO FILMED JAN 24 '85

MICRO FILMED OCT 19 '89

APPENDIX "B" MAP: SURFACE OWNERSHIP OF ADJACENT PROPERTY

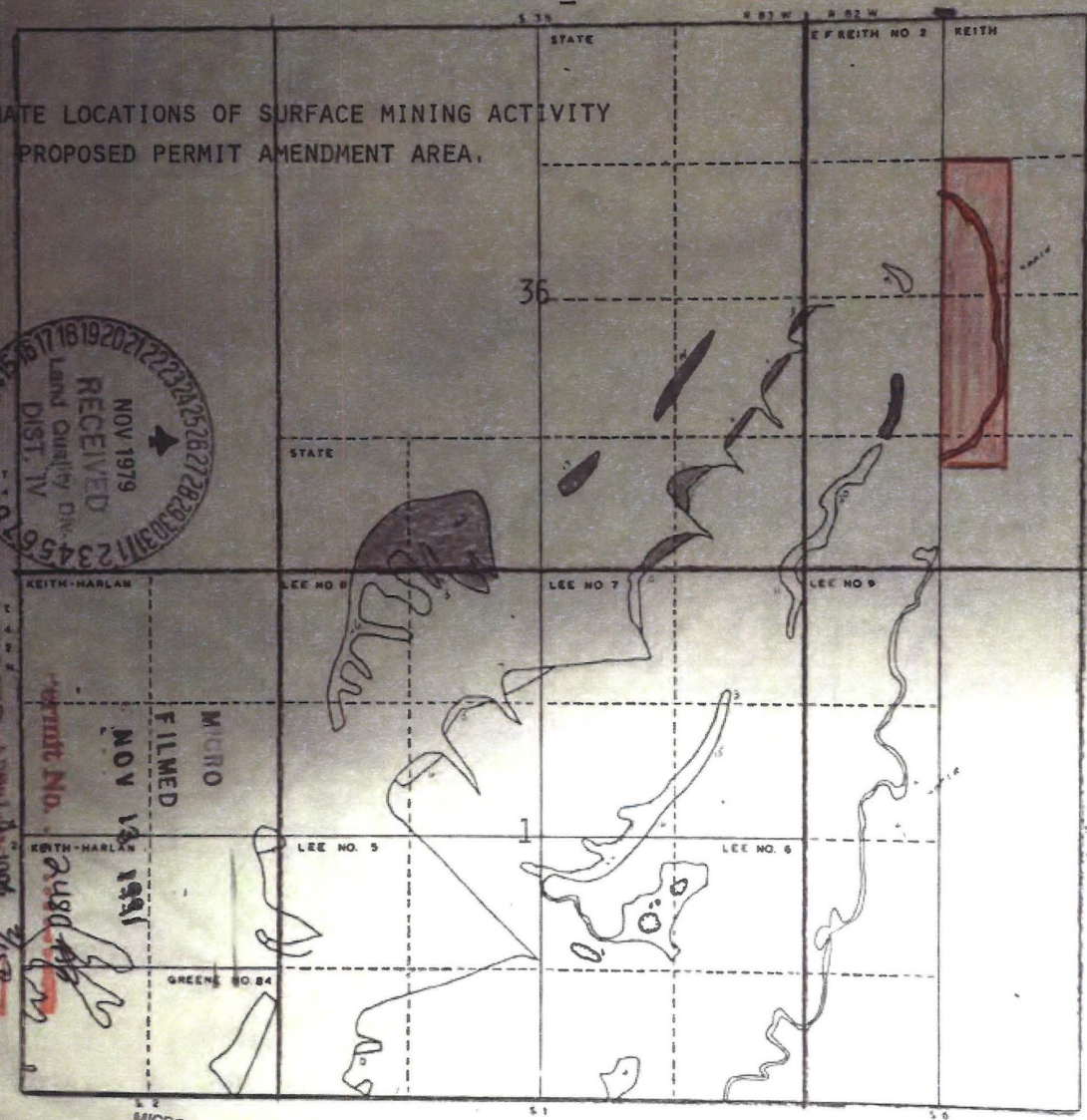


MICRO FILMED NOV 13 1987
MICRO FILMED APR 19 1994
MICRO FILMED JUN 24 '85
NOV 1979 RECEIVED Lard County Div. DIST.
MICRO FILMED OCT 19 '89
TFN 87 025
RECD FEB 03, 2016

APPENDIX "E" PART 4

AREA OF MINING ACTIVITY IS OUTLINED IN THE PROPOSED AMENDMENT AREA SHOWN IN RED

APPROXIMATE LOCATIONS OF SURFACE MINING ACTIVITY NEAR THE PROPOSED PERMIT AMENDMENT AREA.



PETERSON DRAW AREA
AREA NO. 7 COMPOSITE

SEC 36 T43N,R 83W
SEC 31 T43N,R 82W
SEC 1,2 T42N,R 83W
SEC 6 T42N,R 82W

REMARKS:

DRILLED 919 700 TONS 1967
(UPPER 75000 ")
(COMM 166000)
(1ST LOWER 56100 ")
(2ND LOWER 222600 ")
HAULED 2045 " THRU 1977
REMAINING 800000 " 1978 EST

(▬) AREAS THAT HAVE BEE MINED.

(▭) ADDITIONAL BEDS TO MINED.

(●) PROPOSED PERMIT AME AREA

INDEX AREA NO 7

SCALE 1" = 1320'

0 50 100 200 300

RECEIVED NOV 1979 Land Quality Div. DIST. IV
MICRO FILMED NOV 1981
MICRO FILMED JUN 24 '85
TFN 6 2/025
RECD FEB 03, 2018
MICRO FILMED OCT 19 '89

part of APPENDIX "E"

Permit Area is outlined in heavy black lines ( )

Permit Amendment A-1 ( )

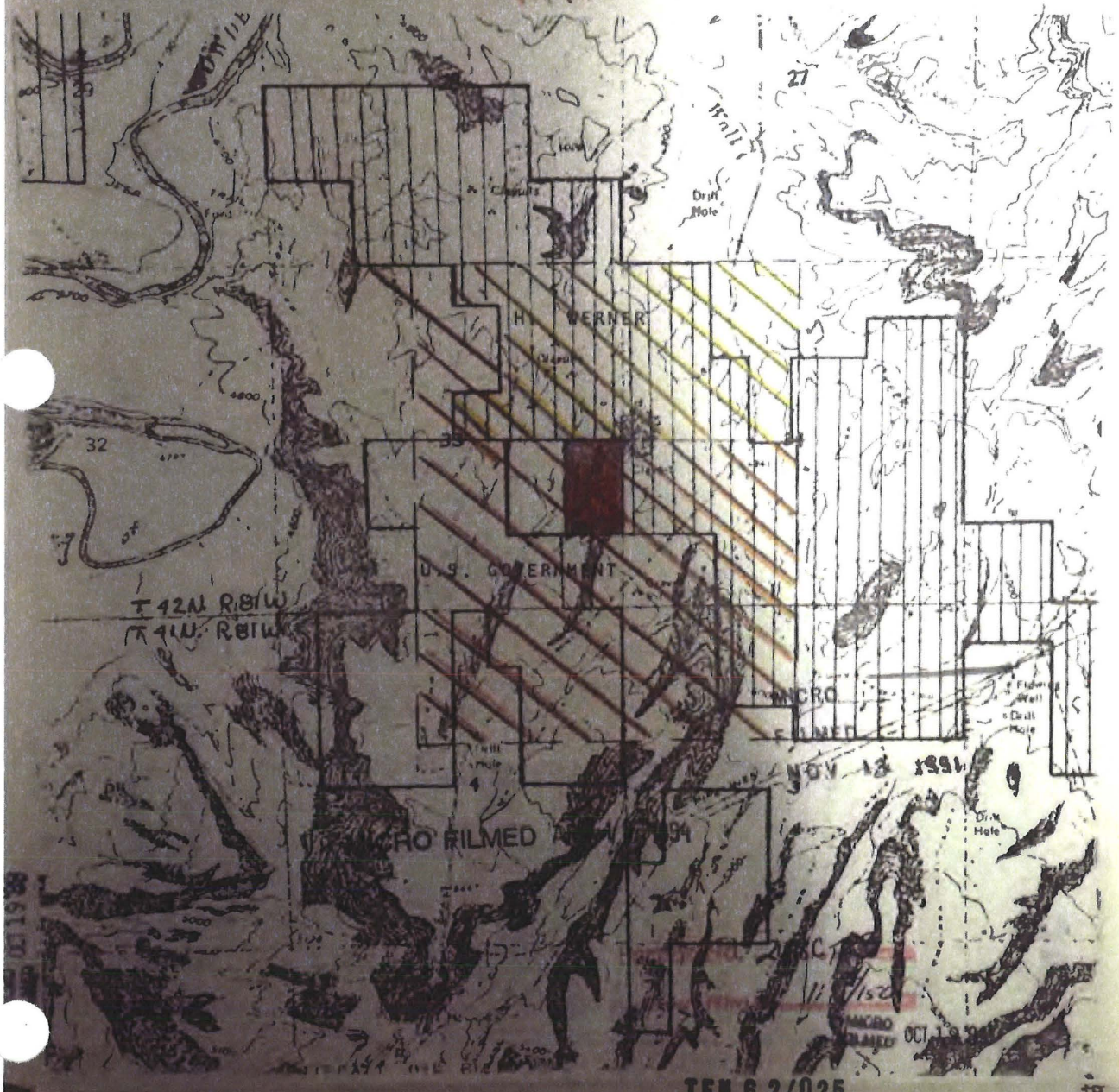
Permit Amendment is colored red ( ) A-3 (proposed)

SURFACE OWNERS OF ADJACENT LAND:

H. Werner ( )

U.S. GOV'T. ( )

MICRO FILMED JUN 24 '85



TFN 6 2/025
RECD FEB 03, 201

APPENDIX "E" PART - 4

APPROXIMATE LOCATIONS OF MINING ACTIVITIES NEAR THE PROPOSED PERMIT AREA

248-C

TISDALE MOUNTAIN

SECTIONS 3,4,33,34

T 41 N, R 81 W

REMARKS:

DRILLED TONS

HAULED 37592 - THRU 1977

REMAINING 86 5000 - 1978 EST

(INCLUDES 165000 - OF KEITH-GREENE NOT SHOWN)

AREAS THAT HAVE BEEN MINED

ADDITIONAL BEDS TO BE MINED-

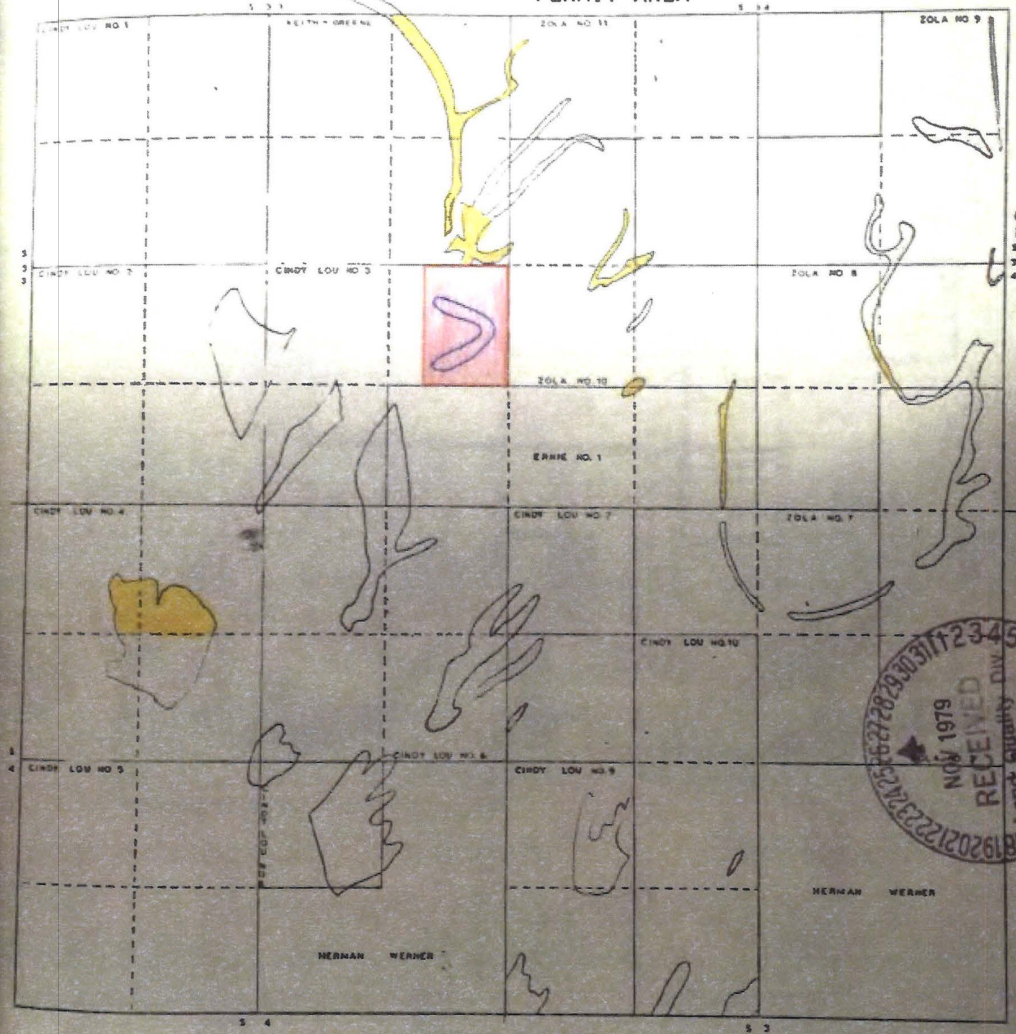
PROPOSED PERMIT AMEND. AREA

INDEX NORTH TISDALE

3/4" = APPROX. ¼ MILE

SCALE

0 50 100 200 300



MICRO FILMED NOV 13 1991
MICRO FILMED JUN 24 '85
MICRO FILMED APR 19 1994
NOV 1979 RECEIVED DIST. V Land Quality Div.
TFN 6 2/025
RECD FEB 03, 2016
OCT 19 '89
A-266

part of Appendix E

ALKALI CREEK AREA

SURFACE OWNERSHIP OF ADJACENT LANDS

ORIGINAL PERMIT AREA IN HEAVY BLACK LINES.

PERMIT AMEND. A-1 IN SMALLER VERTICAL LINES.

PROPOSED PERMIT AMEND. A-3 248-C

MICRO FILMED NOV 13 1991

NOV 1979 RECEIVED Land Quality Div DIST. IV

MICRO FILMED APR 19 1994

MICRO FILMED JUN 24 '85

MICRO FILMED OCT 19 '89

KAYCEE 248-C

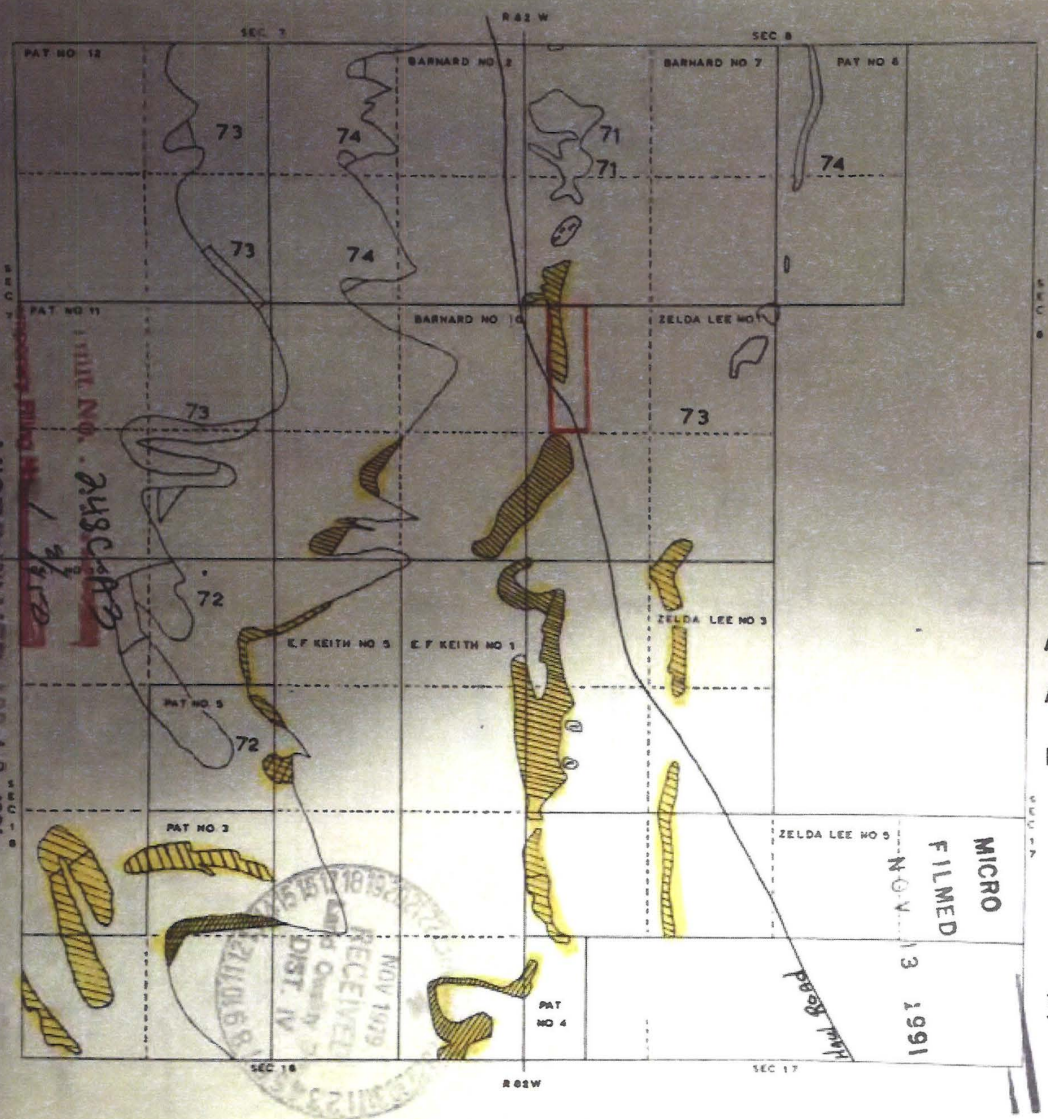
Permit No. 248C-A3

Amendment Filing No. 1 3/50

TFN 6 2/025

RECD FEB 03, 2016

APPENDIX "E" PART 4 APPROXIMATE [illegible]TIONS OF MINING ACTIVITIES NEAR THE PROPOS[illegible]END



ALKALI CREEK AREA
AREA NO. 3 COMPOSITE

SECTIONS 7, 8, 17, 18

T. 43 N. R 62 W

REMARKS

DRILLED	481000 TONS		1965
(COMMERCIAL	330000 TONS)		
(UPPER LAYER	83000 TONS)		
(LOWER LAYER	48000 TONS)		
DRILLED	671000 TONS	THRU	1966
STRIPPED	110000 TONS	THRU	1966
STRIPPED	188100 TONS	THRU	1967
HAULED	82277 TONS	THRU	1967
STRIPPED	330100 TONS	THRU	1968
HAULED	125420 TONS	THRU	1968
STRIPPED	418505 "		1969
HAULED	184528 "	"	1969
STRIPPED	453900 "	"	1970
HAULED	294457 "	"	1970

AREAS THAT HAVE BEEN MINED (

ADDITIONAL BEDS TO BE MINED (

PROPOSED PERMIT AMEND, AREA (

N

INDEX AREA NO 3

3/4" = APPROX. ¼ MILE

SCALE 0 50 100 200 300

MICRO FILMED NOV 13 1991

MICRO FILMED APR 19 1994

MICRO FILMED OCT 19 '88

MICRO FILMED JUN 24 '85

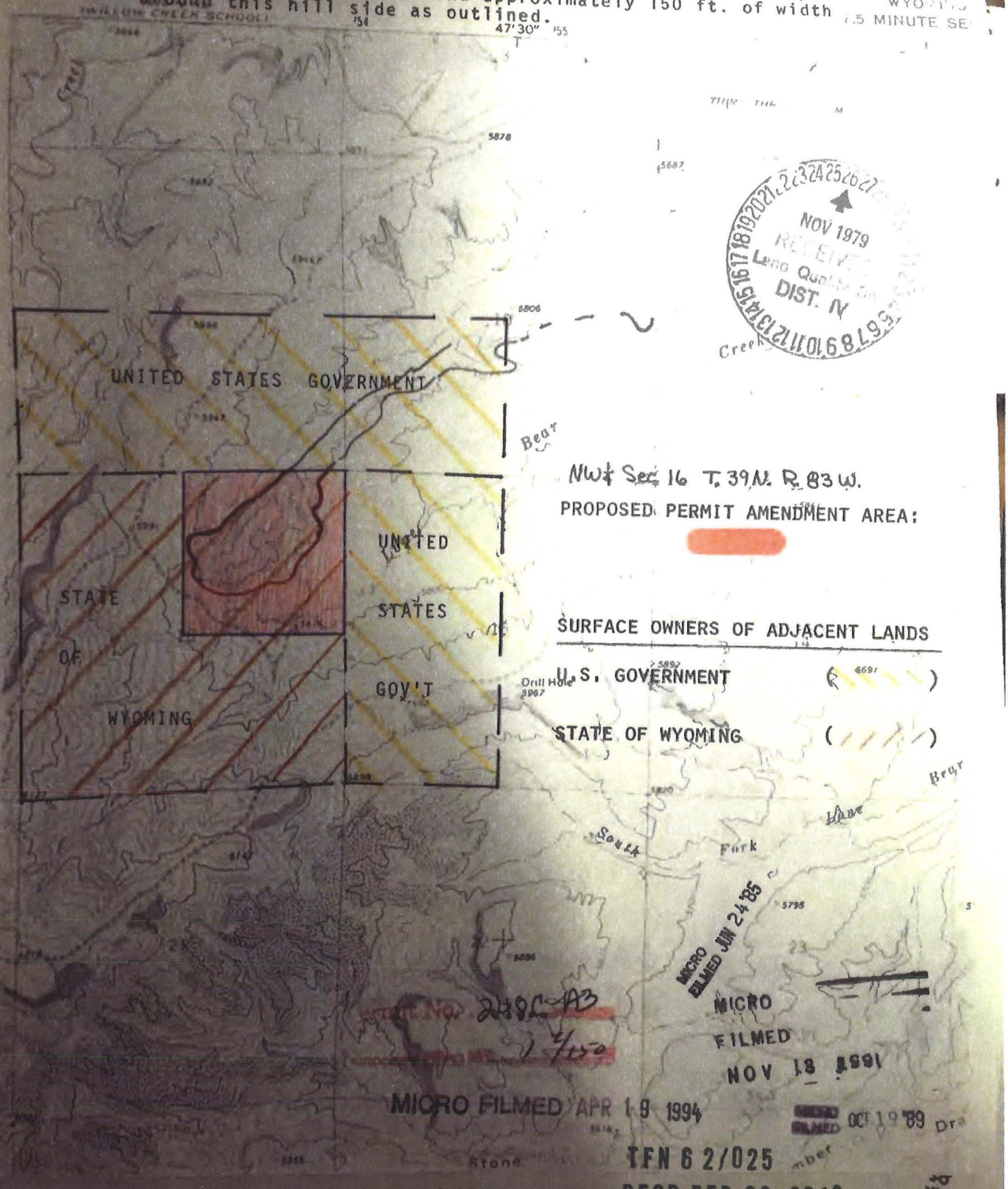
TFN 6 2/025

RECD FEB 03, 2016

A-268

DEQ 2-287

( ) red outline is approximate location of bentonite outcrop.
Mining activity will extend approximately 150 ft. of width around this hill side as outlined.



THE STATE OF WYOMING

Commissioner of Public Lands and Farm Loans

2424 PIONEER AVENUE
PIONEER BUILDING

CHEYENNE, WYOMING 82002

NOV 7 1979

PLEASE ADDRESS REPLY
TO THE COMMISSIONER

Kaycee Bentonite Corporation
Box 9
Mills, Wyoming 82644

Re: Wyoming State Lease #0-17441
Natrona County, Wyoming

Gentlemen:

Assignment of the above numbered lease is enclosed for the files of the lessee.

The assignment has been approved by the Board of Land Commissioners.

Yours very truly,

Oscar E. Swan
Commissioner of Public Lands

By: Betty C. Gysel
Betty C. Gysel
Assignment Department Supervisor

et

Enc: assignment
lease

cc: American Colloid Company
5100 Suffield Court
Skokie, Illinois 60077
Attention: William D. Weaver

MICRO FILMED NOV 13 1991

NOV 1979 RECEIVED Land Quality Div. DIST. IV

Permit No. 248C-A3

TFN 6 2/025

RECD FEB 03, 2016

MICRO FILMED APR 19 1994

MICRO FILMED JUN 24 '85

MICRO FILMED OCT 19 '89

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that AMERICAN COLLOID COMPANY, the within named lessee, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto KAYCEE BENTONITE CORPORATION, a certain bentonite strip-mining lease described as follows: Number O-17441 for the north half of Section 16, Township 39N, Range 83W of the Sixth P.M.

TO HAVE AND TO HOLD unto the said KAYCEE BENTONITE CORPORATION, its successors and assigns, subject to the terms and conditions herein contained.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of May, A.D. 1979.

AMERICAN COLLOID COMPANY

William D. Weaver, Chairman

NOV 1 79
RE
Land Co
DIST.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 18th day of May, 1979, before me the undersigned officer, personally appeared William D. Weaver, who acknowledged himself to be the Chairman, and Mary Flynn who acknowledged herself to be the Assistant Secretary of AMERICAN COLLOID COMPANY, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

MICRO FILMED APR 19 1994

TFN 6 2/025
RECD FEB 03, 2016

SURFACE OWNER CONSENT

Permit 267C
Bentonite Performance Minerals, LLC

TFN 6 2/025
RECD FEB 03, 2016

RECEIVED
JUN - 5 2014
DEQ
SHERIDAN

Subtitle of Contents, Permit 267C

Landowner Consent 1.4

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Amendment 1 Landowner's Consent 1.4-2
- Wayne Wolff
Amendment 2 Landowner's Consent 1.4-3
- Office of State Lands and Investments
Amendment 3 Landowner's Consents .....1.4-4 - 1.4-6
- Wayne Wolff
- Cori Busenitz
- Office of State Lands and Investments
(Because Cultural Resource issues have not been fully resolved, the BLM has not approved a Plan of Operations. As documented in correspondence among the BLM-Newcastle Field Office, the LQD and the permittee, the approved Form 1 and the Amendment 3 will include a condition prohibiting affecting any BLM surface. Resolution of the Form 1 will include updating this section.)
Amendment 4 Landowner's Consents .....1.4-7 - 1.4-8
- Johnie Ridinger
- Lloyd Raber
Amendment 5 Landowner's Consents .....1.4-9 - 1.4-10
- Wayne & Mary Wolff
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Jolley Edsall IBR Landowner's Consent.....1.4-11
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APPROVED FEB 24 2015

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-292

Introduction and History for the Original Permit No. 267C

There is no record of any specific Surface Owner Consent Statement (LQD Form 8) for the original Permit No. 267C or with any Amendments approved prior to March 19, 1999.

There is no statutory requirement to submit Surface Owner Consent Statements with permitted lands which are updated under provisions of historical Chapter XXV of LQD Rules and Regulations nor the update process under the provisions of the 1993 Noncoal Rules and Regulations, Chapter XIII.

All new lands which are amended after March 19, 1999, to Permit No. 267C will be accompanied by LQD Form 8. Those Forms will be organized and paginated under this section of the permit document.

RECEIVED AUG 27 2010

TFN 6 2/025
RECD FEB 03, 2016

APPROVED MAR 11 2011

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Wayne Wolff _____, CERTIFY that I hold surface rights on the following lands on which Bentonite Performance Minerals holds mineral estate rights:

E/2 NE/4 NW/4, N/2 NE/4NE/4,	Section	21	, T.	56	N.,R.	61	W.
SE/4 NE/4 NE/4	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.

County of Crook County, Wyoming.

I have examined the mining plans and reclamation plan prepared by Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 19 day of July, 19 99.

Wayne Wolff
Surface Landowner (Signature)

Wayne Wolff
Name (printed or typed)

Linda Burch 7-8-99
(Witness) (Date)

My Commission Expires
April 15, 2001

Form 8
Rev. 6/97

RECEIVED AUG 27 2010

TFN 6 2/025
RECD FEB 03, 2016
APPROVED MAR 1 1 2011

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Office of State Lands & Investments ~~Commissioner of Public Lands~~, CERTIFY that I hold surface rights on the following lands on which State of Wyoming holds mineral estate rights:

SE/4	Section	16	, T.	57	N.,R.	65	W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 16th day of September, 19 99.

Jim Whalen
Surface Landowner (Signature)

Jim Whalen Assistant Director
Name (printed or typed)

Annie Vanhatten 9-16-1999
(Witness) (Date)

RECEIVED MAR 2005

RECEIVED AUG 27 2010 WEDDA

TFN 6 2/025
RECD FEB 03, 2016
APPROVED MAR 1 7 2016

Form 8
Rev. 6/97

May 2010

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Wayne Wolff, CERTIFY that I hold surface rights on the following lands on which Wayne Wolff holds mineral estate rights:

SW/4 NW/4	Section	10	, T.	56	N.,R.	61	W.
SE/4 NE/4	Section	9	, T.	56	N.,R.	61	W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 22 day of April, 2002.

Wayne Wolff
Surface Landowner (Signature)

Wayne Wolff
Name (printed or typed)

Linda Burch 4-22-02
(Witness) (Date)

RECEIVED AUG 27 2010 SHERIDAN WYOMING

JUN 2010 Received Dept. of Envir. Quality Sheridan

Form 8
Rev. 6/97

TFN 6 2/025
RECD FEB 03, 2010

APPROVED MAR 1 1 2011

May 2010 A-247

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Cori Busenitz, CERTIFY that I hold surface rights on the following lands on which Cori Busenitz holds mineral estate rights:

N/2 NW/4 NW/4	Section	8	, T.	57	N.,R.	65	W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.
	Section		, T.		N.,R.		W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 25th day of April, 2002.

C. W. Busenitz
Surface Landowner (Signature)

Cori W. Busenitz
Name (printed or typed)

Katherine M. Habeck 4/25/02
(Witness) (Date)

KATHERINE M. HABECK, Notary Public
My Commission Expires May 24, 2005

Form 8
Rev. 6/97

Received
Dept. of Envir. Quality
Sheridan
JUN 2002

APPROVED MAR 11 2011
TFN 6 2/025
RECD FEB 03, 2016

Reserved for Future Use

AUG 27 20

APPROVED MAR 11 2011
TFN 6 2/025
RECD FEB 03, 2016

SURFACE LANDOWNER'S CONSENT

I, Johnie Ridinger, CERTIFY that I hold surface rights on the following lands on which Johnie and Julie Ridinger hold mineral estate rights:

NE1/4 SE1/4	Section	2	T.	57	N., R.	63 W.
	Section		T.		N., R.	W.
	Section		T.		N., R.	W.
	Section		T.		N., R.	W.
	Section		T.		N., R.	W.
	Section		T.		N., R.	W.
	Section		T.		N., R.	W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Mr. Monte Raber, Mine Manager of Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 9th day of August, 20 05.

Subject to obtaining The mineral lease.

Johnie J. Ridinger
Surface Landowner (Signature)

Johnie J. Ridinger
Name (printed or typed)

Monte Raber
(Witness) (Date)

Received
NOV 2005
Dept. of Envir. Quality
Sheridan

Form 8
Rev. 10/99

APPROVED MAR 1 1 2011

TFN 6 2/025
RECD FEB 03, 2016

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Lloyd Raber, CERTIFY that I hold surface rights on the following lands on which Clyde A. Raber Trust and Darleen Raber hold mineral estate rights:

E1/2 NE1/4	Section	2	, T.	57	N., R.	63	W.
W1/2 W1/2 NW1/4	Section	1	, T.	57	N., R.	63	W.
SE1/4 SW1/4 NW1/4	Section	1	, T.	57	N., R.	63	W.
S1/2 SE1/4 NW1/4	Section	1	, T.	57	N., R.	63	W.
N1/2 SW1/4	Section	1	, T.	57	N., R.	63	W.
	Section		, T.		N., R.		W.
	Section		, T.		N., R.		W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Mr. Monte Raber, Mine Manager of Bentonite Performance Minerals in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein, provided said programs do not conflict with the Surface Use and Access Agreement effective January 1, 2001 and the Letter of Understanding dated May 1, 2001.

Dated this 11 day of August, 2005.

Lloyd Raber
Surface Landowner (Signature)

Lloyd Raber
Name (printed or typed)

Monte Raber 8-11-05
(Witness) (Date)

Form 8
Rev. 10/99

NOV 2005
Received
Dept. of Envir. Quality
Sheridan

APPROVED MAR 1 1 2011
TFN 6 2/025
RECD FEB 03, 2016

SURFACE LANDOWNER'S CONSENT

I, Wayne and Mary Wolff, CERTIFY that I hold surface rights on the following lands on which Roy D. Larson and Mary A. Wolff Revocable Trust holds mineral estate rights:

E/2 SW/4 SW/4 Section 10	T. 56 N.	R. 61 W.
SE/4 SW/4 Section 10	T. 56 N.	R. 61 W.
SW/4 SE/4 Section 10	T. 56 N.	R. 61 W.
NE/4 SW/4 Section 10	T. 56 N.	R. 61 W.
SW/4 NW/4 SE/4 Section 10	T. 56 N.	R. 61 W.
S/2 SE/4 NW/4 SE/4 Section 10	T. 56 N.	R. 61 W.
S/2 NW/4 NW/4 SE/4 Section 10	T. 56 N.	R. 61 W.
S/2 SE/4 NW/4 Section 10	T. 56 N.	R. 61 W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Mr. Monte Raber, Mine Manager of Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 13 day of November, 2008.

Wayne Wolff Mary Wolff
Surface Landowner (Signature)

Wayne and Mary Wolff
Name (printed or typed)

Jennifer Hartman
(Witness)

11-13-08
(Date)

Form 8

APPROVED AUG 27 2009

APPROVED MAR 11 2011
TFN 6 2/025
RECD FEB 03, 2016

Bentonite Performance Minerals, LLC
Permit 267C – Landowner Consent
Adjudication – 1.4

SURFACE LANDOWNER'S CONSENT

I, Office of State Lands & Investments, CERTIFY that I hold surface rights on the following lands on which the State of Wyoming holds mineral estate rights:

NW/4 Section 36	T. 58 N.	R. 65 W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Mr. Monte Raber, Mine Manager of Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 26th day of July, 2007.

Jim Whalen
Surface Landowner (Signature)

Jim Whalen
Name (printed or typed)

Lina L. Vigil
(Witness)

July 26, 2007
(Date)

Form 8
Rev. 10/99

APPROVED AUG 27 2009

RECEIVED DEQ OCT - 5 2009

APPROVED MAR 11 2011
TFN 6 2/025

RECD FEB 03, 2016

APPROVED MAR 11 2011

TFN 6 2/025
RECD FEB 03, 2016

 Do not make corrections to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.

SURFACE LANDOWNER'S CONSENT

I, Ronald J. Ericsson, CERTIFY that I hold surface rights on the following lands on which Wyoming Farm Loan Board holds mineral estate rights:

Lot 13 Section 31	T. 57 N.	R. 62 W.

I, Ronald J. Ericsson, CERTIFY that I hold surface rights on the following lands on which Bureau of Land Management holds mineral estate rights:

Lot 11 Section 32	T. 57 N.	R. 62 W.

I, Ronald J. Ericsson, CERTIFY that I hold surface rights on the following lands on which American Colloid Company holds mineral estate rights:

Lot 7 Section 5	T. 56 N.	R. 62 W.

I, Ronald J. Ericsson, CERTIFY that I hold surface rights on the following lands on which Wyoming Farm Loan Board holds mineral estate rights:

Lot 10 Section 5	T. 56 N.	R. 62 W.
Lot 14 Section 5	T. 56 N.	R. 62 W.
Lot 19 Section 5	T. 56 N.	R. 62 W.
Lot 20 Section 5	T. 56 N.	R. 62 W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 22 day of June, 2010.

Ronald J. Ericsson
Surface Landowner (Signature)

Ronald J. Ericsson
Name (printed or typed)

Callie Burch
(Witness)

6/22/10
(Date)

Form 8
Rev. 10/99

May 2010

APPROVED MAR 1 1 2011

TFN 6 2/025
RECD FEB 03, 2016

Bentonite Performance Minerals, LLC
Permit 267C-Landowner Consent
Adjudication-1.4

SURFACE LANDOWNER'S CONSENT

I, Tim C. & Joy Bell Moore, CERTIFY that I hold surface rights on the following lands on which Tim C. & Joy Bell Moore holds mineral estate rights:

SW 1/4 SW 1/4 Section 7	T. 57 N.	R. 65 W.
W 1/2 NW 1/4 Section 18	T. 57 N.	R. 65 W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Jennifer Hartman in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 1 day of November, 2010.

Tim C. Moore Joy Bell Moore
Surface Landowner (Signature)

Tim C. & Joy Bell Moore
Name (printed or typed)

Jennifer Hartman
(Witness)

11/1/10
(Date)

Form 8
Rev. 10/99

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DEQ
2010
SHERIDAN

TFN 6 2/025
RECD FEB 03, 2016

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SURFACE LANDOWNER'S CONSENT

APR 27 2011
DEQ

I, Wayne & Mary Wolff, CERTIFY that I hold surface rights on the following lands on which Roy D. Larson & Mary A. Wolff Revocable Trust holds mineral estate rights:

NE ¼ SE ¼ Section 9	T.56N.	R.61W.
W ½ NW ¼ SW ¼ Section 10	T.56N.	R.61W.
E ½ SE ¼ NW ¼ NW ¼ Section 23	T.56N.	R.61W.
NE ½ NE ¼ NW ¼ SW ¼ Section 23	T.56N.	R.61W.
SW ¼ NE 1/ 4 NW ¼ Section 23	T.56N.	R.61W.

County of Crook.

I have examined the mining plans and reclamation plan prepared by Jennifer Hartman, Sr. Mine Associate, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 20th day of April, 2011.

Wayne Wolff

Mary Wolff

Surface Landowner (Signature)

Wayne & Mary Wolff
Name (printed or typed)

Jennifer Hartman
(Witness)

4/20/11
(Date)

Form 8
Rev. 10/99

APPROVED OCT 17 2012

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-306

MAR 30 2012
DEQ
SHERIDAN

Bentonite Performance Minerals
Jennifer Hartman
554 Highway 212
Belle Fourche, SD 57717

Dear Jennifer,

I do not want BPM to replace any trees around your pit area or roads. Pine trees are taking my grazing away.

I do not want water pumped into sumps, as they make bogs.

Please do not plant any sage brush into your reclamation area. Sage brush will come back soon enough.

Sincerely,

Wayne Wolff

Wayne Wolff
420 Highway 212
Belle Fourche, SD 57717

1.14-13a

APPROVED OCT 17 2012

TFN 6 2/025
RECD FEB 03, 2016

***Do not make corrections** to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.*

SURFACE LANDOWNER'S CONSENT

I, Earl & Cori Busenitz, CERTIFY that I hold surface rights on the following lands on which Earl & Cori Busenitz holds mineral estate rights:

Amendment Areas	Legal		Total Acres
SB 2	N2N2NW4SW4	Section 9, T57N, R65W	10
Update Areas			
Miller Read 8	SW4	Section 3, T57N, R65W	160
Miller Read 11	S2SE4	Section 4, T57N, R65W	80
Miller Read 18	NE4NW4, S2NW4	Section 10, T57N, R65W	120
Miller Read 19	N2NE4	Section 9, T57N, R65W	80
Miller Read 19	NW4NW4	Section 10, T57N, R65W	40
SB 1	SE4NW4, SW4NE4	Section 9, T57N, R65W	80
			570

County of Crook.

I have examined the mining plans and reclamation plan prepared by Jennifer Hartman, Sr. Mine Associate, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 22 day of August, 2012.

E. W. Busenitz
Surface Landowner (Signature)

Earl & Cori Busenitz
Name (printed or typed)

L. Keller
(Witness)

22.08.12
(Date)

OCT 18 2012
SHERIDAN

Form 8
Rev. 10/99

APPROVED NOV 07 2012

TFN 6 27025
RECD FEB 03, 2016

***Do not make corrections** to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.*

SURFACE LANDOWNER'S CONSENT

I, Johnie & Julie Ridinger, CERTIFY that I hold surface rights on the following lands on which Johnny & Julie Ridinger holds mineral estate rights:

Claim	Legal	Total Acres
Ridinger	E ½ SW ¼ SW ¼ T57N R63W Section 1 W ½ SE ¼ SW ¼ T57N R63W Section 1 NW ¼ NE ¼ NW ¼ T57N R63W Section 12 NE ¼ NW ¼ NW ¼ T57N R63W Section 12	62.4

County of Crook.

I have examined the mining plans and reclamation plan prepared by Jennifer Hartman, Sr. Mine Associate, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 15 day of July, 2011.

Johnie J. Ridinger Julie Ridinger
Surface Landowner (Signature)

Johnie & Julie Ridinger
Name (printed or typed)

RECEIVED
JUL 18 2011
DEQ
SHERIDAN

Joel Semeri
(Witness)

7-15-11
(Date)

Form 8
Rev. 10/99

APPROVED APR - 3 2013

1.4-15

TFN 6 2/025
RECD FEB 03, 2016

Do not make corrections to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.

SURFACE LANDOWNER'S CONSENT

I, Deloris Maurer, CERTIFY that I hold surface rights on the following lands on which Deloris Maurer, Rex Mauch, Susan Brucker, & Joan Ballou-Page hold mineral estate rights:

Claim	Legal	Total Acres
Maurer Lease 20 (NW)	SE ¼ T57N R65W Section 20 D. M.	160.0
Link	SE ½ SW ¼ ; S ½ NW ¼ SW ¼ T57N R65W Section 20	100.0
Apogee	NE ¼ NE ¼ NW ¼ T57N R65W Section 29	10.0

County of Crook.

I have examined the mining plans and reclamation plan prepared by Jennifer Hartman, Sr. Mine Associate, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 16 day of July, 2012.

Deloris Maurer
Surface Landowner (Signature)

Deloris Maurer
Name (printed or typed)

Jennifer Hartman
(Witness)

7/16/12
(Date)

RECEIVED JUL 20 20.. DEQ SHERIDAN

Form 8
Rev. 10/99

APPROVED FEB 26 2013

1.4-16

TFN 6 2/025
RECD FEB 03, 2016

SURFACE LANDOWNER'S CONSENT

RECEIVED FEB - 5 2014 DEQ SHERIDAN

I, Ben Bump, Assistant Director, Office of State Lands and Investments, CERTIFY that the State of Wyoming holds surface access rights on the following lands on which the State of Wyoming holds mineral estate rights:

W2NE4 Section 36	T. 58 N.	R. 65 W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.
Section	T. N.	R. W.

County of Crook.

I have examined the mining and reclamation plans, prepared by Jennifer Hartman, Environmental Specialist, Bentonite Performance Minerals, LLC, in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and reiterate certain provisions within the State of Wyoming Bentonite Strip Mining Lease 0-41515 issued to Bentonite Performance Minerals, LLC (Section 1 and Section 4(A)), which grant the lessee's right to enter upon, occupy and enjoy such surface areas of the described tracts as are necessary for mining operations, along with other activities contemplated by the lease.

Dated this 28th day of January, 2014.

Assistant Director – Office of State Lands and Investments
(Signature)

Ben Bump – Assistant Director
Name (printed or typed)

1/28/14
Witness (Signature) (Date)

Michael Henn
Witness Name (printed or typed)

Form 8 – Surface Owner Consent Form
Revised 6_2013

Land Quality Division

APPROVED APR 27 2015
TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-311

***Do not make corrections** to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.*

SURFACE LANDOWNER'S CONSENT

I, Stephen T. Bush, CERTIFY that the FA Bush Inc. holds surface rights on the following lands on which FA Bush Inc. holds mineral estate rights:

Claim	Legal	Total Acres
FAB 5 FAB 6	E ½ NE ¼ SW ¼ T57N R65W Section 6 NE ¼ SE ¼ SW ¼; NW ¼ SW ¼ SE ¼ T57N R65W Section 6	40

County of Crook.

I have examined the mining plan and reclamation plan prepared by Jennifer Hartman, Environmental Specialist, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 15th day of March, 2014.

Stephen T. Bush
Surface Landowner (Signature)

Stephen T. Bush
Name (printed or typed)

Barbara J. Course
(Witness)

March 15, 2014.
(Date)

RECEIVED
APR - 2 2014
DEQ
SHERIDAN

Form 8
Rev. 10/99

APPROVED MAY - 7 2015

TFN 6 2/025
RECD FEB 03, 2016

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SURFACE LANDOWNER'S CONSENT

I, Tim C. Moore, CERTIFY that the Tim and Joy Bell Moore holds surface rights on the following lands on which the Moore Family holds mineral estate rights:

Claim	Legal	Total Acres
Joy Bell 3	S ½ NW ¼ T57N R65W Section 6	80

County of Crook.

I have examined the mining plan and reclamation plan prepared by Jennifer Hartman, Environmental Specialist, Bentonite Performance Minerals, LLC in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein.

Dated this 4th day of February, 2014.

Tim C. Moore
Surface Landowner (Signature)

Tim C. Moore
Name (printed or typed)

Joy Bell Moore
(Witness)

2-04-14
(Date)

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APR - 2 2014
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Form 8
Rev. 10/99

APPROVED MAY - 7 2015

TFN 6 2/025
RECD FEB 03, 2016

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SURFACE LANDOWNER'S CONSENT

I, John R Pierce, CERTIFY that John Pierce holds surface rights on the following lands on which BPM holds mineral estate rights:

Claim	Legal	Total Acres
Daisy 3 & 8 300' Border	Portions of NE1/4NW1/4NW1/4 of Section 28 T58N R64W.	7

County of Crook.

I have examined the mining and reclamation plans, prepared by Tyler Tetrault, Bentonite Performance Minerals, LLC, in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein. I do hereby also grant unrestricted access to the mine site to the Department of Environmental Quality, Land Quality Division to enter and carry out mine inspections on said lands during normal business hours.

Dated this 4 day of April, 2014.

John R Pierce
Surface Landowner (Signature)

John R Pierce
Name (printed or typed)

(Witness)

4/4/14
(Date)

RECEIVED
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DEQ
SHERIDAN

Form 8
Rev. 10/99

APPROVED SEP 10 2014

TFN 6 2/025
RECD FEB 03, 2016

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SURFACE LANDOWNER'S CONSENT

I, Tim Moore, CERTIFY that Tim and Joy Bell Moore holds surface rights on the following lands on which the Moore Family holds mineral estate rights:

Claim	Legal	Total Acres
Joy Bell 12 Joy Bell 13	S ½ NE ¼; SE ¼ NW ¼ N ½ SE ¼; NE ¼ SW ¼ T57N R66W Section 13	120 120

County of Crook.

RECEIVED JUN - 5 2014 DEQ SHERIDAN

I have examined the mining and reclamation plans, prepared by *Jennifer Hartman, Environmental Specialist, Bentonite Performance Minerals, LLC*, in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to enter and carry out said mining and reclamation programs on said lands as proposed therein. I do hereby also grant unrestricted access to the mine site to the Department of Environmental Quality, Land Quality Division to enter and carry out mine inspections on said lands during normal business hours.

Dated this 25th day of May, 2014

Tim Moore Joy Bell Moore
Surface Landowner (Signature)

Tim Moore Joy Bell Moore
Name (printed or typed)

Lynette Fall
(Witness)

5/25/14
(Date)

Form 8 – Surface Owner Consent Form Land Quality Division Revised 6_2013

APPROVED FEB 24 2015

TFN 6 2/025
RECD FEB 03, 2016

SURFACE OWNER CONSENT

Permit 379
Westmoreland Kemmerer

TFN 6 2/025
RECD FEB 03, 2016

SURFACE OWNER CONSENT

On February 1, 2012 Westmoreland Kemmerer, Inc. purchased the Kemmerer Mine from Chevron Mining Inc. The history of ownership is presented in the remainder of this paragraph. In January 1982, the Pittsburg & Midway Coal Mining Co. (P&M), a wholly owned subsidiary of Gulf Oil Corp. finalized the purchase of The Kemmerer Coal Company. At the time of the purchase, all of The Kemmerer Coal Company's rights and obligations in property, permits and leases transferred to The Pittsburg & Midway Coal Mining Co. and Gulf Oil Corp. by operation of law. On July 1, 1985, Gulf Oil Corp. merged with Chevron U.S.A. At the time of merger, all of Gulf Oil Corp.'s rights and obligations in property, permits and leases transferred to Chevron U.S.A. by operation of law. On January 1, 1988, P&M and Chevron U.S.A. became wholly owned subsidiaries of Chevron Corp. On March 17, 1997 the Skull Point Mine was obtained from the FMC Corporation. The lands included in the Skull Point Mine were incorporated into the Kemmerer Mine to form one permit area under Permit 379-T6. Chevron Corporation was reorganized into ChevronTexaco Corporation when they acquired the Texaco Corporation. The corporation reverted back to Chevron Corporation. The Pittsburg & Midway Coal Mining Co. changed its official name to Chevron Mining Inc. (CMI) on August 27, 2007 along with the name change all rights and obligations in property, permits and leases were conveyed to CMI.

Westmoreland Kemmerer, Inc. has agreements with seven (7) individual surface owners on land contained within the South Block permit boundary. These surface owners are: the State of Wyoming, the United States Government, the Union Pacific Railroad Company, Upland Industries Corp, Union Pacific Land Resources Corp., Rock Springs Royalty Company, and PacifiCorp. Those lands which are owned by the State of Wyoming are leased to Westmoreland Kemmerer, Inc. State of Wyoming lands are under Lease No. 0-21982 and are presented in Exhibit No. 1. Exhibit Nos. 2, 3, 4, 5, 10, 11, 12, 15, and 16 contain those lands that are owned by the United States Government and are leased as federal coal leases (No. W-055246, No. W-075207, No. W-88913, and WYW-061422) or special land use permits to Westmoreland Kemmerer, Inc. Two letters from the BLM authorizing transfer of interests to WKI for

WDEQ/LQD JUL 17 2012 RECEIVED

various land uses are included as pages 3-6. Exhibit No. 5 contains lands also owned by the U.S. Government with surface owner consent granted to Westmoreland Kemmerer, Inc. by the BLM via a conditional use permit. Exhibit No. 10 is a right-of-way to accommodate a drainage within the mine permit area. Exhibit No. 16 contains lands owned by the U.S. Government with surface owner consent granted via right-of-way WYW-94350 for a topsoil stockpile location. Exhibit No. 11 contains lands owned by the U.S. Government with surface owner consent granted via right-of-way WYW-86526 for vegetation control plots. Exhibit No. 12 (WYW-141385) grants Westmoreland Kemmerer, Inc. a right-of-way for a road and powerline to the Skull Point Mine from the Kemmerer Mine.

There are five (5) agreements with the Union Pacific Railroad Co. (Rocky Mountain Energy Co. / Rock Springs Royalty Co.). Exhibit No. 6 grants monitoring privileges for the H2 well and incorporates an additional 20 acres into the permit area as part of the road and powerline corridor to Skull Point from the Kemmerer Mine from Union Pacific Land Resources Corp. (UPRC) to Westmoreland Kemmerer, Inc. Exhibit No. 7 is the Union Pacific Railroad surface owner consent for including the Elkol rail spur into Westmoreland Kemmerer, Inc.'s permit area. Exhibit No. 8 is the surface owner consent from Union Pacific Land Resources Corp. to Chevron Mining Inc for the Elkol rail spur through lands they control. Exhibit No. 9 is a copy of the deed in which Westmoreland Kemmerer, Inc. purchased the coal rights from Rocky Mountain Energy Co. The deed also grants surface owner consent to mine the purchased coal. Exhibit No. 13 is the agreement with UPRC for the Skull Point lands at the south end of the permit area.

Exhibit No. 14 is a warranty deed for a portion of the Skull point dump (the NW¼ of Section 35, T20N, R117W 6th P.M.). Ownership is with Westmoreland Kemmerer, Inc.

The surface rights to all other lands within the permit area not covered by the preceding lease agreements are held in fee by Westmoreland Kemmerer, Inc., a wholly owned subsidiary of Westmoreland Coal Company.

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RECD FEB 03, 2016

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5 6/339

Exhibit No. 9

SURFACE OWNER CONSENT

Rock Springs Royalty Co.

Twin Creek Coal Lease
T20N R117W Tracts 97, 99, 100-104

TFN 6 2/025
RECD FEB 03, 2016

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 1983, by and between GULF OIL CORPORATION, a Pennsylvania corporation, having offices at 1720 South Bellaire Street, Denver, Colorado 80222 (hereinafter referred to as "Gulf"), and ROCK SPRINGS ROYALTY COMPANY, a subsidiary of Rocky Mountain Energy Company, with offices at 10 Longs Peak Drive, Box 2000, Broomfield, Colorado 80020 (hereinafter referred to as "Rock Springs"). C/o Pacific Resources Company PO Box 1257 5500 South Quebec Street Englewood CO 80150-1257

W I T N E S S E T H:

WHEREAS, Rock Springs is the owner of, and desires to sell certain fee coal and coal rights located in Lincoln County, Wyoming, more particularly described in Exhibit A which is attached hereto and made a part hereof (said lands hereinafter referred to as the "Exhibit A Lands"); and

WHEREAS, Rock Springs by virtue of a State of Wyoming amortization sales contract No. 4241 is the equity interest owner in the surface estate of certain lands located in Lincoln County, Wyoming, more particularly described in Exhibit B which

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RECD MAY 3, 2011
10/11/11 - 379-T8

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RECD FEB 03, 2016

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 1983, by and between GULF OIL CORPORATION, a Pennsylvania corporation, having offices at 1720 South Bellaire Street, Denver, Colorado 80222 (hereinafter referred to as "Gulf"), and ROCK SPRINGS ROYALTY COMPANY, a subsidiary of Rocky Mountain Energy Company, with offices at 10 Longs Peak Drive, Box 2000, Broomfield, Colorado 80020 (hereinafter referred to as "Rock Springs"). C/o Union Pacific Resources Company PO Box 1257 5800 Smith Rocks Street Englewood CO 80150-1257

W I T N E S S E T H:

WHEREAS, Rock Springs is the owner of, and desires to sell certain fee coal and coal rights located in Lincoln County, Wyoming, more particularly described in Exhibit A which is attached hereto and made a part hereof (said lands hereinafter referred to as the "Exhibit A Lands"); and

WHEREAS, Rock Springs by virtue of a State of Wyoming amortization sales contract No. 4241 is the equity interest owner in the surface estate of certain lands located in Lincoln County, Wyoming, more particularly described in Exhibit B which

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is attached hereto and made a part hereof (said lands hereinafter referred to as the "Exhibit B Lands"); and

WHEREAS, Rock Springs by virtue of a letter agreement dated April 21, 1972, between Rocky Mountain Energy Company and The Kemmerer Coal Company has the right to demand that it or its designee be assigned a portion of lands covered by a United States Department of Interior, Bureau of Land Management, coal lease, said lands being located in Lincoln County, Wyoming, more particularly described herein as Exhibit C (said lands hereinafter referred to as the "Exhibit C Lands"); and

WHEREAS, Gulf desires to acquire from Rock Springs, and Rock Springs has agreed to sell to Gulf all of its right, title and interest in the coal and coal rights in the Exhibit A Lands and all of Rock Springs right, title and interest in Exhibit B Lands; and

WHEREAS, Rock Springs desires to surrender its right to assignment of the Exhibit C Lands to Gulf, the successor to The Kemmerer Coal Company, and Gulf desires to accept such surrender.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, it is agreed by and between the parties as follows:

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Article I

Rock Springs covenants with Gulf, its successors and assigns, that Rock Springs is lawfully seized in fee simple of the coal and coal rights in the Exhibit A Lands; that said lands are free from all encumbrances, except those known to Gulf, obviously situated on the Exhibit A Lands or of record; that Rock Springs has good right, full power, and lawful authority to grant, bargain, sell and convey said coal and coal rights along with the mining rights, rights-of-way, and easements set out in Articles VI, VII and VIII hereof, to Gulf and that Rock Springs shall specially warrant and defend the same against the claims and demands of all persons claiming by, through or under Rock Springs. Rock Springs covenants with Gulf, its successors and assigns, that Rock Springs' parent company has good right and title to the surface of the Exhibit B Lands subject to the State of Wyoming amortization sales contract No. 4241; that said lands are free from all encumbrances, except those known to Gulf, obviously situated on the Exhibit B Lands or of record; that Rock Springs has good right, full power and lawful authority to cause said lands to be granted, bargained, sold and conveyed to Gulf and that Rock Springs shall specially warrant and defend the same against the claims and demands of all persons claiming by, through or under Rock Springs. Rock Springs represents that it has the right and

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power to surrender the right of assignment obtained by Rocky Mountain Energy Company in the Exhibit C Lands.

Article II

Rock Springs has made available to Gulf for Gulf's review and inspection all title information Rock Springs or its parent or affiliated companies have in their possession concerning the Exhibit A and B Lands. Further, Gulf is in the process of obtaining abstracts and title opinions to Exhibit A and B Lands. If Gulf determines Rock Springs' title to any or all of the Exhibit A and B Lands to be unsatisfactory for any reason whatsoever, Gulf shall specify to Rock Springs, in writing, its reasons for rejecting title. Rock Springs may, at Rock Springs' sole expense, promptly do such title curative work as Gulf deems necessary and thereafter resubmit to Gulf; in which event Gulf shall have ten (10) days to re-examine and notify Rock Springs, in writing of Gulf's final acceptance or rejection of title. In the event of rejection of title by Gulf, all obligations of the parties hereunder shall cease.

Article III

The purchase price payable from Gulf to Rock Springs at the closing for Rock Springs coal and coal rights in the

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Exhibit A Lands, for Rock Springs surface rights in the Exhibit B Lands, and for the surrender of the right to receive assignment of the Exhibit C Lands shall be Nine Million Dollars ($9,000,000) payable in cash or certified funds.

Article IV

Gulf and Rock Springs shall set a closing for this transaction on or before October 31, 1983, at a time and place acceptable to both parties. At said closing Rock Springs shall tender a special warranty coal deed to Gulf conveying Rock Springs' fee coal rights in the Exhibit A Lands to Gulf. Rock Springs will also tender to Gulf a special warranty deed conveying to Gulf all of Rock Springs' right, title and interest in the surface of the Exhibit B Lands. Gulf shall tender to Rock Springs the sum of money provided for in Article III hereinabove. Additionally, as of the date of closing, Gulf agrees to assume and pay all remaining installments due on the State of Wyoming amortization sales contract No. 4241 covering the Exhibit B Lands and Gulf shall indemnify and hold Rock Springs free from any further liability or obligation under said amortization sales contract. Interest under contract No. 4241 for the year of conveyance shall be apportioned to the date of closing.

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Article V

Upon the completion of the closing provided for in Article IV, all leases, licenses, or other agreements between Rocky Mountain Energy Company and The Kemmerer Coal Company, pertaining to Exhibit A, B, and C Lands, including license agreements, dated April 28, 1972, covering Tracts No. 97, 105 and 106 of the Exhibit A Lands; and the right of assignment to the Exhibit C Lands provided for in the letter agreement between Rocky Mountain Energy Company and The Kemmerer Coal Company dated April 21, 1972, will be deemed extinguished and of no further effect.

Article VI

In the deed conveying the coal and coal rights in the Exhibit A Lands to Gulf, Rock Springs shall grant to Gulf, its successors and assigns, subject to easements, restrictions and rights-of-way, known to Gulf, obviously situated on the Exhibit A Lands or of record, the exclusive and unlimited right to the use of the surface of the Exhibit A Lands including the right to prospect for coal, to construct mines and facilities, to mine and remove by strip, surface and open face mining, shaft, slope, drift, punch or any method of mining, the coal on, in and underlying the Exhibit A Lands and to process for market

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and store (on or off the Exhibit A Lands), and ship and sell said coal, and for such purposes Rock Springs shall grant to Gulf the right of ingress, egress and regress to and from the Exhibit A Lands together with the right to use without any additional compensation as much of the surface of the Exhibit A Lands as may be necessary or desirable to mine the coal in, on or under the Exhibit A Lands or lands developed and operated by Gulf in conjunction with the Exhibit A Lands, without being liable for any injury or damage to the Exhibit A Lands and without being required to leave or provide subjacent and lateral support for overlying, underlying and adjoining strata or surface or anything therein or thereon, and thereafter to maintain and operate said mine; provided, however, Gulf shall conduct no mining operations within 200 feet of the right-of-way of Oregon Short Line Railroad Company, Union Pacific Railroad Company, and their affiliated railroad companies, without first obtaining consent in writing from Union Pacific Railroad Company. The grant of right of surface use provided for herein shall continue in full force and effect so long as mining operations are being conducted on the Exhibit A Lands or on any lands developed or operated in conjunction with the Exhibit A Lands. Upon conclusion of mining operations, Gulf agrees to reclaim the Exhibit A Lands in accordance with all applicable governmental laws and regulations.

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Article VII

Rock Springs shall also grant to Gulf, its successors or assigns, for operation on the Exhibit A Lands and on lands developed and operated by Gulf in conjunction with the Exhibit A Lands, now or hereafter held, owned or leased by Gulf, its successors or assigns, all reasonable, required or necessary easements and rights-of-way for structures, facilities, spoil and waste placement, haul roads, railroads, pipelines and wire lines on, across, over, under and through the Exhibit A Lands, and rights-of-way through underground passages under the Exhibit A Lands for the purpose of transporting coal to, from, or through the Exhibit A Lands and to or from land developed and operated by Gulf in conjunction with the Exhibit A Lands, now or hereafter held, owned or leased by Gulf, and the right to drill and maintain air, power and pump facilities and to pump and discharge water for mining operations, including the right to construct and maintain, repair and replace water containment structures and the rights-of-way therefor in conjunction therewith. The rights and easements and privileges set forth herein shall remain in effect as long as Gulf, its successors or assigns conducts mining operations on the Exhibit A Lands or any lands developed and operated by Gulf in conjunction with the Exhibit A Lands.

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Article VIII

During the term of existence of the rights, easements and privileges provided for herein, should Rock Springs, its affiliates, successors or assigns, desire to enter on or utilize any or all of the Exhibit A Lands, for any purpose whatsoever, other than for railroad purposes on the currently existing railroad right-of-way, prior to said entry or utilization, approval thereof shall be obtained in writing from Gulf. So long as said entry or utilization does not, in Gulf's determination, adversely affect then existing or future operations, such approval shall not unreasonably be withheld. However, the surface use restriction set out in this Article VIII shall not apply to the extent that Rocks Springs, its affiliates, successors or assigns, shall have the right to locate a total of three (3) 5.5 acre, drillsites (approximately 400 feet by 600 feet), one each in resurvey tracts 102, 103 and 104 of the Exhibit A Lands, to be placed at locations of Rock Springs' choice which are contiguous with any portion of the southern boundary of the Union Pacific Railroad right-of-way as it exists on the effective date of this agreement in the tract in question. Said right of drill hole location shall not be diminished by any relocation of United States Highway 30.

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Article IX

If Gulf mines and removes in excess of 20 million tons of coal from the Exhibit A, Exhibit B and/or the Exhibit C Lands then, in that event, on each ton of coal mined from the Exhibit A, Exhibit B and/or Exhibit C Lands in excess of said 20 million tons, Gulf shall pay monthly to Rock Springs on each ton (of 2000 pounds) of coal mined and sold from said Lands during the preceding calendar month royalty in an amount equal to $1.45. This royalty shall be increased or decreased as of the first day of each calendar quarter in the same percentage in which the Index for the Implicit Price Deflators for Gross National Product (on the base 1972 = 100), published by the U.S. Department of Commerce, Bureau of Economic Analysis, for the immediately preceding calendar quarter is greater or less than the figure for such index on March 31, 1983. (The base index as used in this agreement is that for the quarter ending March 31, 1983, and is equal to 213.41.) Provided, however, in no event (except as hereinafter provided in Article XII with respect to royalty on coal produced from Exhibit C Lands) shall said royalty per ton after adjustment as aforesaid be less than $1.45. In the event the base of 1972 = 100 for said Index is revised or a new base is adopted, than for the purpose hereof, the published Index shall be adjusted so as to be in correct relationship to such base of 1972 = 100. In the event such

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Index or equivalent of such Index ceases to be published by any federal agency, such Index shall be replaced by that Index which, after necessary adjustment, if any, provides the most reasonable substitute for said Index and upon which the parties hereto mutually agree. Royalty shall be paid on or before the 25th day of each calendar month for all coal mined and sold from the Exhibit A, Exhibit B and/or Exhibit C Lands during the immediately preceding calendar month. Provided, however, monthly payments of royalty shall be made on the basis of the most recently published Index, and such monthly payments shall be recomputed when first published figures for such Index for each calendar quarter become available and any additional payment shall be made to Rock Springs or refund shall be made to Gulf accordingly. Gulf shall not be required to mine, remove or pay royalty on any rotten, dead or unmerchantable coal, unless Gulf sells the same.

Article X

Rock Springs, upon reasonable notice through its authorized representatives, shall have the right to enter and inspect any mine on the Exhibit A, B and Exhibit C Lands and to make, at its own expense, any survey that it may deem reasonably necessary, for the purpose of checking the amount of coal mined from said lands. Gulf will furnish, free of expense to

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Rock Springs, a representative to assist in the inspection. However, in no event shall any inspection conducted pursuant to this Article X interfere with, interrupt, or impair any of Gulf's operations.

Article XI

Gulf shall provide Rock Springs with quarterly reports specifying the number of tons mined from the Exhibit A, B, and C Lands during the preceding quarter together with the basis for royalty calculations on tons sold.

Authorized representatives of Rock Springs shall have free and full access to those accounts, books and records of Gulf that reflect the actual tons of coal mined, removed, sold and used from the Exhibit A, B, and C Lands. Gulf shall furnish to Rock Springs' representatives all reasonable assistance they may require in the examination of said accounts, books and records, and shall also furnish all other reasonable assistance and all statements of coal mined from the Exhibit A, B, and C Lands.

Article XII

Rock Springs and Gulf acknowledge that the Exhibit C Lands are covered by a federal coal lease and the earned

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royalty provided for in Article IX above may exceed the overriding royalty rate allowable in the absence of a special showing under the regulations appearing at 43 CFR Section 3473.3-2(c). If, at the time the obligation to pay any Exhibit C Land royalty provided for in Article IX comes into existence, 43 CFR Section 3473.3-2(c) or a similar regulation is in effect, Gulf will join with Rock Springs or its designee and use best efforts for a reasonable period of time to secure any governmental approvals necessary as a condition precedent to assigning and paying said royalty at the rate provided in Article IX. In the event governmental approval to pay said royalty in the amount provided for in Article IX cannot be obtained, Gulf shall only be obligated to pay Rock Springs or Rock Springs' designee royalty under Article IX on coal mined from Exhibit C Land in an amount equal to the amount of overriding royalty allowed by the applicable governmental entity.

Article XIII

All notices and payments provided for herein shall be in writing. Notices to be served on Gulf or Rock Springs may be served by mailing said notices to the respective parties as required at the addresses given above or such other addresses as the parties may designate in writing. All notices served by or payments made by registered or certified mail shall be deemed to be duly given as of the date they are so mailed.

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Article XIV

This Agreement shall constitute the entire contract between the parties hereto and there are no other understandings, representations or warranties, oral or written, relating to the subject matter of this Agreement which shall be deemed to exist or to bind any of the parties hereto, their respective heirs and assigns.

Article XV

The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned to any subsidiary or affiliate company of either party without the consent of the other party.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GULF:

GULF OIL CORPORATION

By

Attorney-in-Fact

ROCK SPRINGS:

Attest:

ROCK SPRINGS ROYALTY COMPANY

By

Secretary

President

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RECD MAY 3,2011
10/11/11 - 379-T8

EXHIBIT A

Resurveyed Tract No. 105 in Section 5;

Resurveyed Tract No. 106 in Sections 5 and 6;

Resurveyed Tract No. 102 in the Southeast Quarter (SE 1/4) of Section 7;

Resurveyed Tract No. 103 in the Southwest Quarter (SW 1/4) of Section 8;

Resurveyed Tract No. 104 in the Southeast Quarter (SE 1/4) of Section 8;

Resurveyed Tract No. 99 in the Northeast Quarter (NE 1/4) of Section 17;

Resurveyed Tract No. 100 in the Northwest Quarter (NW 1/4) of Section 17;

Resurveyed Tract No. 97 in the Southwest Quarter (SW 1/4) of Section 17; and

Resurveyed Tract No. 101 in the Northeast Quarter (NE 1/4) of Section 18;

all in Township 21 North, Range 116 West of the Sixth Principal Meridian in the County of Lincoln, State of Wyoming;

Excepting from the above-described tracts of land any and all right, title and interest in and to and right of entry upon, through, under or over, and any minerals (including coal and coal rights), in or under the strips of land comprising the rights of way of Oregon Short Line Railroad Company, Union Pacific Railroad Company, and their affiliated railroad companies.

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EXHIBIT "B" LANDS

(6/16/72 Letter Agreement between Rocky Mountain Energy and the Kemmerer Coal Company)

TOWNSHIP 21 NORTH, RANGE 116 WEST 6th P.M.

Resurvey Tract 79 fka all Section 16 containing 667.32 acres

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EXHIBIT "C" LANDS

(Letter agreement dated 4/21/72 between Rocky Mountain Energy and the Kemmerer Coal Company)

TOWNSHIP 21 NORTH, RANGE 116 WEST 6th P.M.

Section 7, N/2 NE/4 containing 80 acres

Section 8, N/2 NW/4, N/2 NE/4, Lot 1 aka the SE/4 NE/4, Lot 2 aka the SW/4 NE/4, Lot 3 aka the SE/4 NW/4, Lot 4 aka the SW/4 NW/4 containing 305.79 acres

Containing a total of 385.79 acres

TFN 6 2/025
RECD FEB 03,2016

TFN 5 5/241
RECD MAY 3,2011

10/11/11 - 379-T8

SURFACE OWNER CONSENT

Permit 525
Antelope Coal Company

TFN 6 2/025
RECD FEB 03, 2016

Documentation of Right to Mine

Surface Ownership/Control

Documentation of rights to mine the mineral (coal) estate held by the applicant is provided in the following section (F6) of this application. Through a merger and name change effective September 2008, Antelope Coal Company is now known as Antelope Coal, LLC therefore all conveyances to Antelope Coal Company are now held by Antelope Coal, LLC. For ease of review a graphic depiction of the areas covered by each document listed below is provided as Figure F5-1.

Antelope Coal LLC, claims the right to permit, enter and engage in mining activities by virtue of ownership or control of the surface as witnessed by copies of the real property Deeds and Contracts/Agreements held by the applicant, or in cases of other third party surface ownership, documentation of Surface Owner Consent as listed below;

S.1) Bargain and Sale Deed; 3/23/1979 from Pacific Power & Light Company to Antelope Coal Company

S.2) Warranty Deed; 4/13/1981 from John C. Dilts et al to Antelope Coal Company

S.3) Warranty Deed; 9/28/1981 from Donald B. Jacobs et al to Antelope Coal Company

S.4) General Warranty Deed; 8/25/1997 from Donald B. Jacobs et al to Antelope Coal Company

S.5) General Warranty Deed; 10/31/1997 from Patricia L. Isenberger Litton to Antelope Coal Company

S.5a) Warranty Deed; 12/21/1990 from Gene E. Litton & Patricia L. Litton to Antelope Coal Company

S.6) Memorandum of Agreement for Purchase and Sale of Real Property; 7/30/1998 Jerry J. Dilts and Barbara H. Dilts and Bridle Bit Ranch Co. to Antelope Coal Company and associated Special Warranty Deed: 5/25/1999 from Dilts to Antelope Coal Company for lands South and West of the Centerline of the railroad

S.7) Special Corporate Warranty Deed; 4/5/2000 from Powder River Coal Company to Antelope Coal Company

S.8) Special Warranty Deed; 8/15/**2006** from Donald B. Jacobs et al to Antelope Coal Company

S.8a) Special Warranty Deed; 8/15/2006 from Donald B. Jacobs and Rosemae Jacobs to Antelope Coal Company

LQD
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4/15/15-525-796 3/138
A-221
~~TEN 6 2/025~~
RECD FEB 03, 2016
DEQ 2-340

S.9) Memorandum of Agreement for the Purchase and Sale of Real Estate; 4/23/2008 from Isenberger Land LLC and LY LLC to Antelope Coal Company (supported by Corrective Quitclaim Deed from Patricia L. Litton to Isenberger Land, LLC in preparation for conveyance to Antelope Coal Company)

S.10) Warranty Deed; 6/14/2011 from Bridle Bit Ranch Company and Jerry Dilts et al to Antelope Coal LLC

The following Surface Owner Consents and Special Use Permits are provided as documentation that other owners of surface lands within the permit area other than Antelope Coal LLC have reviewed the mine and reclamation plans and provide their consent for lands to be included within the permit area and/or used in support of mining coal leases held by the applicant.

S.11) Surface Landowners Consent (Form 8); 12/7/2011 from Wyoming Office of State Lands and Investments to Antelope Coal LLC. Requires Special Use Lease prior to non-superficial disturbance)

S.12) Limited Surface Owner Consent; 8/25/2010, from Burlington Northern Santa Fe (BNSF) to WDEQ/LQD re: Antelope Coal LLC. BNSF grants Antelope Coal the right to include Surface Lands titled to BNSF and associated entity Western Railroad Properties Inc. within the West Antelope II Permit Amendment Area

S.13) Limited Surface Owner Consent; **12/9/2011**, from Powder River Coal LLC to Cloud Peak Energy, parent company of Antelope Coal LLC. re: Antelope Coal Mine Permit #525. Please note that Powder River Coal LLC is now known as Peabody Powder River Mining, LLC and also grants this Limited Surface Owner Consent on lands titled to associated entity, West Roundup Resources.

S.14) Special Use Permit #DGL294, 8/19/2010 from USDA (Forest Service) to Antelope Coal, LLC. This permit covers all lands within the National Grasslands reserve, owned by the USDA and managed by the U.S.Forest Service located over unleased federal coal within the Antelope Mine Permit Area.

TFN 6 2/025
RECD FEB 03,2016
10/28/13-525-T9
TFN 6 6/015
RECD OCT 23,2013

S.1

BARGAIN AND SALE DEED

PACIFIC POWER & LIGHT COMPANY ("Grantor"), a Maine corporation, for good and valuable consideration in hand paid, conveys to ANTELOPE COAL COMPANY ("Grantee"), a Wyoming corporation, whose principal office is in Portland, Multnomah County, Oregon, the following described real estate situated in Converse County, State of Wyoming, to wit:

Township 40 North, Range 71 West, 6th P.M.
Section 1: Lots 1,2,3,4
Section 2: All
Section 10: E½
Section 11: All

Township 41 North, Range 71 West, 6th P.M.
Section 26: W½SE¼, E½SW¼
Section 34: E½, NW¼, N½SW¼, SE¼SW¼
Section 35: W½SW¼, SE¼SW¼, SE¼, E½NE¼, W½NE¼ NE¼NW¼

SUBJECT TO all prior easements, reservations or encumbrances of record; and

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, without any obligation whatsoever to compensate Grantee, its successors or assigns, an easement for the construction, operation and maintenance of electric transmission, distribution and substation facilities, provided that new electric transmission, distribution and substation facilities shall not be constructed in any location incompatible with any mining operations of Grantee, its successors and assigns, which may exist at the time of such construction.

DATED this 23 day of March, 1979.

PACIFIC POWER & LIGHT COMPANY

By W. E. Lowman
Executive Vice President

Attest: Damian M. Trilolin
Assistant Secretary

RECORDED APRIL 5 19 79 AT 9:00 O'CLOCK A.M.
IN BOOK 677 OF Deeds PAGE 494
NO 538738
DOROTHY L. TAYLOR
COUNTY CLERK

04/29/13-525-T8-A1

F5-3 REV 12/15/11

TFN 4 5/343
LDD RECD 4-09-13

TFN 6 2/025
RECD FEB 03,2016

S.2

RECORDED JUNE 1 19 81 AT 2:15 O'CLOCK P M.
IN BOOK 745 OF DEEDS PAGE 20
NO. 586078 DOROTHY L. TAYLOR COUNTY CLERK

WARRANTY DEED

JOHN C. DILTS, JR., and WILDA M. DILTS, his wife, JERRY J. DILTS and BARBARA DILTS, his wife, and STEVEN K. DILTS and RHONDA J. DILTS, his wife, Grantors, of Converse County and State of Wyoming, for good and valuable considerations, the receipt of which are hereby acknowledged, convey and warrant to ANTELOPE COAL COMPANY, a Wyoming corporation, Grantee, the address of which is 111 Southwest Columbia, Portland, Oregon 97201, the following described real estate, situate in Converse County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

TOWNSHIP 41 NORTH, RANGE 70 WEST, 6th P.M.
Section 31: NE1/4SW1/4, NW1/4SE1/4, NE1/4SE1/4
(excepting therefrom the 18.34 acres conveyed to Glacier Park Company by deed recorded in Book 677 at page 383)

Containing 101.66 acres, more or less. (the "Premises")

Subject to reservations and easements of record and further subject to the right of Grantors, as of the date that Grantee, in its sole judgement and discretion, has completed all reclamation on the Premises as required by law and has no further use of the Premises for mining or related purposes, including but not limited to use of the Premises to aid in the mining or related purposes on lands adjacent to or in close proximity to the Premises, Grantee shall offer Grantor the right of first refusal to repurchase the Premises from Grantee under the following conditions:

(a) Grantee shall in writing offer to Grantor the right to repurchase from Grantee all or any portion of the Premises at the fair market value for grazing purposes determined as of the date of such written offer by Grantee to Grantor.

(b) The fair market value for grazing purposes shall be determined by an accredited appraiser selected by mutual consent of the Grantee and Grantor.

(c) Grantor shall notify Grantee of their acceptance of such offer within 90 days of the date of Grantee's offer to Grantor. If Grantor does not notify Grantee of such acceptance to repurchase the Premises within this 90 day period, Grantor's right hereunder shall terminate and Grantee shall be free to dispose of the Premises (or such portion thereof as to which Grantor has declined to repurchase) as it may deem proper.

(d) Closing on such repurchase shall take place within 30 days of the Appraiser's final determination of the repurchase price for the Premises, or within 30 days after Grantor's election to repurchase, which ever last occurs.

(e) Grantee shall convey the Premises (or such portion thereof which Grantor has elected to repurchase) to Grantor at the repurchase closing by special warranty deed wherein Grantee will warrant the title only as against any act impairing or encumbering the title occuring during the holding of the Premises by Grantee. Payment of the repurchase price shall be in cash or under such commercially reasonable terms as Grantee may be then willing to accept.

(f) In the event that Grantor's right to repurchase, as set forth herein should be deemed to be void as in violation of any common law or statutory rule against perpetuities because of its indefinite term, then (and only then in order to save as much of Grantor's rights hereunder as may be permitted by law)

04/29/13-525-T8-A1

F5-4 REV 12/15/11

TFN 4 5/343
1-09-13

TFN 6 2/025
RECD FEB 03,2016

this right to repurchase shall be deemed to terminate and be of no further force or effect twenty-one (21) years after the death of the survivor of the children of Grantor (or any of them) alive as of the date hereof.

WITNESS our hands this 13th day of April, 1981.

John C. Dilts, Jr.

Wilda M. Dilts

Jerry J. Dilts

Barbara Dilts

Steven K. Dilts

Rhonda J. Dilts

STATE OF WYOMING)
)ss
COUNTY OF NATRONA)

The foregoing Warranty Deed was acknowleged before me by John C. Dilts, Jr. and Wilda M. Dilts, husband and wife; Jerry J. Dilts and Barbara Dilts, husband and wife; and Steven K. Dilts and Rhonda J. Dilts, husband and wife, this 13th day of April, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires:
6-30-83

04/29/13-525-T8-A1

TFN 4 5/343
LOR RECD 4-09-13
TFN 6 2/025
RECD FEB 03,2016

F5-5 REV 12/15/11
A-325

S.3

Jan. 23, 92 9:50 A. M.
990 539
NO. 762069
DOROTHY L. TAYLOR
COUNTY CLERK
BOOK 990 PAGE 539

WARRANTY DEED

DONALD B. JACOBS and ROSEMAE JACOBS, individually and as husband and wife; DONALD FRANK JACOBS, a single man; GEORGE TERRANCE NIMMO and JOLYNN NIMMO, individually and as husband and wife; and VALERI JAN JACOBS, a single woman, grantors of Converse County, State of Wyoming, for and in consideration of TEN DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO ANTELOPE COAL COMPANY, a Wyoming corporation, 111 S.W. Columbia, Suite 800, Portland, Oregon 97201, grantee of Multnomah County and State of Oregon the following described real estate, situated in Converse County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 40 North, Range 71 West, 6th P.M.
Section 10: E1/2W1/2

Subject to all reservations, right-of-way, easements and exceptions of record; and, subject further to certain repurchase rights of Grantors contained in the option with contract to Acquire Real Estate by Purchase or Exchange, dated August 22, 1980, between Grantors and Grantee, to-wit:

Right to Repurchase:

4. As of the date that Buyer, in its sole judgement and discretion, has completed all reclamation on the Premises as required by law and has no further use of the Premises for mining or related purposes, including but not limited to use of the Premises to aid in the mining or related purposes on and adjacent to or in close proximity to the Premises, Buyer shall offer Sellers the right of first refusal to purchase the Premises from Buyer under the following conditions:

(a) Buyer shall in writing offer to Seller the right to purchase from Buyer all or any portion of the Premises at one half the fair market value as determined as of the date of such written offer by Buyer to Sellers.

(b) The fair market value shall be determined by an accredited appraiser selected by mutual consent of the Buyer and Sellers.

(c) Sellers shall notify Buyer of their acceptance of such offer within 90 days of the date of Buyer's offer to Sellers. If Sellers do not notify Buyer of such acceptance to purchase the Premises within this 90 day period, Sellers' right under this Paragraph 4 shall terminate and Buyer shall be free to dispose of the Premises (or such portion thereof as to which Sellers have declined to purchase) as it may deem proper.

(d) Closing on such purchase shall take place within 30 days of the Appraiser's final determinations of the purchase price for the Premises, or within 30 days after Seller's election to purchase, whichever last occurs.

(e) Buyer shall convey the Premises (or such portion thereof which Sellers have elected to purchase) to Sellers at this purchase closing by Special Warranty Deed wherein Buyer will warrant the title only as against any act impairing or encumbering the title occuring during the holding of the premises by Buyer. Payment of the purchase price shall be in cash or under such commercially reasonable terms as Buyer may be then willing to accept.

(f) In the event that Seller's right to purchase, as set forth in this Paragraph 4, should be deemed to be void as in violation of any common law or statutory rule against perpetuities because of its indefinite term, then (and only then in order to save as much of Seller's rights hereunder as may be permitted by law) this right to purchase shall be deemed to terminate and be of no further force or effect twenty-one (21) years after the death of the survivor of the children of Sellers (or any of them) alive as of the date hereof.

TFN 4 5/343
'09 RECD 4-09-13
04/29/13-525-T8-A1

F5-6 REV 12/15/11

TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-345

RIGHT TO PURCHASE OTHER PROPERTIES:

5. As of the date that Buyer in its sole judgement and discretion, has completed all mining, mining-related activities and reclamation on the following described lands located in Converse County, Wyoming, to-wit:

Township 40 North, Range 71 West, 6th P.M.
Section 10: E/2

Containing in all 320 acres, more or less, (called "Land") as required by law and has no further use of the Land for mining or related purposes, including but not limited to use of the land to aid in the mining or related purposes on Land adjacent to or in close proximity to the Land, Buyer shall offer Sellers the right of first refusal to purchase the Land from Buyer under the same terms and conditions as set forth in paragraph 4(a), 4(b), 4(c), 4(d), 4(e), and 4(f) excepting that these paragraphs shall be referring to the term "Land" as used in this paragraph rather than the term "Premises" as used therein.

WITNESS our hands this 28th day of September, 1981.

Donald B. Jacobs
DONALD B. JACOBS

Rosemae Jacobs
ROSEMAE JACOBS

Donald Frank Jacobs
DONALD FRANK JACOBS

George Terrance Nimmo
GEORGE TERRANCE NIMMO

Jolynn Nimmo
JOLYNN NIMMO

Valeri Jan Jacobs
VALERI JAN JACOBS

STATE OF WYOMING)
)ss
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Donald B. Jacobs, Rosemae Jacobs, Donald Frank Jacobs, George Terrance Nimmo, Jolynn Nimmo and Valeri Jan Jacobs this 28th day of September, 1981.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

J. PATRICK HAND - Notary Public
County of Converse
State of Wyoming
My Commission expires Sept. 19, 1983

F5-7 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-346

RECORDED AUG. 26, 1997 9:45 A.
IN BOOK 1119 OF DEEDS PAGE
NO. 835553 LARRY E. SARF COUNTY CLERK

S.4

GENERAL WARRANTY DEED

BOOK 1119 PAGE 21

DONALD B. JACOBS and ROSEMAE JACOBS, husband and wife, DONALD FRANK JACOBS, a single individual, JOLYNN JACOBS NIMMO AND TERRY NIMMO, husband and wife, and VALERI JAN BISHOP AND HUGH BISHOP, JR., husband and wife (collectively, "Grantor"), whose address is 5410 Highway 59, Douglas, Wyoming 82635, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to ANTELOPE COAL COMPANY, a Wyoming corporation ("Grantee"), its successors and assigns forever, the real property described on Exhibit A hereto (the "Property"), situated in Converse County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming; TOGETHER with all its fixtures, improvements, hereditaments, and appurtenances, including without limitation all water and water rights appurtenant to the Property; SUBJECT TO all easements, restrictions and reservations of record; RESERVING AND EXCEPTING unto Grantor all of Grantor's right and interest to all oil, gas and other minerals in, under or to the Property, but excluding all coal and coal-bed methane in, under or to the Property which are included within the Property hereby conveyed to Grantee.

Grantor hereby grants to Grantee the right to control surface access to the Property for all mineral exploration and development.

Executed and delivered this 25th day of August, 1997.

Donald B. Jacobs
DONALD B. JACOBS

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Donald B. Jacobs, this 25th day of August, 1997.

Witness my hand and official seal.

Sandra Mullins

My Commission Expires: 10/20/2000

Rosemae Jacobs
ROSEMAE JACOBS

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Rosemae Jacobs, this 25th day of August, 1997.

Witness my hand and official seal.

Sandra Mullins

My Commission Expires: 10/20/2000

TFN 4 5/343
LOR RECD 4-09-13
04/29/13-525-T8-A1

F5-8 REV 12/15/11

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-347

BOOK 1119 PAGE 22

Donald Frank Jacobs
DONALD FRANK JACOBS

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me by Donald Frank Jacobs, this 14th day of August, 1997.

Witness my hand and official seal.

OFFICIAL SEAL
CONNEE ELLIOTT
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 15, 2000

Connee Elliott

My Commission Expires: 3/15/2000

Jolynn Jacobs Nimmo
JOLYNN JACOBS NIMMO

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by Jolynn Jacobs Nimmo, this 20th day of August, 1997.

Witness my hand and official seal.

MEDANA J. HUGHES - NOTARY PUBLIC
SWEETWATER
STATE OF WYOMING

My Commission Expires: August 27, 1998

TERRY NIMMO

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by Terry Nimmo, this 20th day of August, 1997.

Witness my hand and official seal.

MEDANA J. HUGHES - NOTARY PUBLIC
SWEETWATER
STATE OF WYOMING

My Commission Expires: August 27, 1998

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03, 2016

F5-9 REV 12/15/11

Valeri Jan Bishop
VALERI JAN BISHOP

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me by Valeri Jan Bishop, this 18 day of August, 1997.

Witness my hand and official seal.

Melody D. Trent
Notary Public, Fulton County, Georgia
My Commission Expires May 13, 2001

My Commission Expires:

Hugh Bishop Jr.
HUGH BISHOP, JR.

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

The foregoing instrument was acknowledged before me by Hugh Bishop, Jr., this 18 day of August, 1997.

Witness my hand and official seal.

Melody D. Trent
Notary Public, Fulton County, Georgia
My Commission Expires May 13, 2001

My Commission Expires:

CHEYENNE:0079691.01

TFN 4 5/343
TOP RECD 4-09-13
04/29/13-525-T8-01
TFN 6 27 025

F5-10 REV 12/15/11

RECD FEB 03, 2016

EXHIBIT A
TO GENERAL WARRANTY DEED

REAL PROPERTY LEGAL DESCRIPTION

The real property is described as follows:

Converse County, Wyoming

TOWNSHIP 41 NORTH, RANGE 71WEST, 6TH P.M.

Section 32:	Lots 15 and 16; (S½SE¼)	79.48 Acres
Section 33:	Lots 13, 14, 15 and 16; (S½S½)	164.43

TOWNSHIP 40 NORTH, RANGE 71 WEST, 6TH P.M.

Section 4:	All	487.15 Acres
Section 5:	Lots 5, 6, 11, 12, 13, 14, 19 and 20; (E½)	241.14
	Lots 7 and 10; (Lot 3; SE¼NW¼)	39.50
	Lots 15 and 18; (E½SW¼)	80.45
	Lot 17; (SW¼SW¼)	40.28
Section 8:	Lots 3 and 4; (N½NW¼)	80.36
	Lot 2; (NW¼NE¼)	40.15
Section 9:	Lots 1,2, 7 and 8; (NE¼)	160.16
	Lots 4 and 5; (W½NW¼)	80.11
Section 10:	Lots 4 and 5 (W½NW¼)	80.39
Total (per BLM MT Plat dated March 20, 1995)		1573.60 Acres

401.37
120.51
240.27

Note: Acreage per Survey dated July 30, 1997 by Worthington, Lenhart and Carpenter, Inc. is 1573.924

CHEYENNE:0079812.02

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03, 2016

RECORDED AUG. 26, 1997 AT 9:45 AM
IN BOOK 1111 OF MISC. PAGE
NO. 835552 LARRY E. SAHF COUNTY CLERK

WAIVER

BOOK 1111 PAGE 95

THE UNDERSIGNED (collectively "Jacobs"), 5410 Highway 59, Douglas, Wyoming 82635 hereby waive all of their collective and respective rights to repurchase certain property, i.e. Section 10: E/2W/2 and Section 10: E/2, i.e., Township 40 North, Range 71, 6th P.M., Converse County, Wyoming, pursuant to that certain Option With Contract to Acquire Real Estate by Purchase or Exchange dated August 22, 1980 among Jacobs, Donald Frank Jacobs, George Terrance Nimmo and Jolynn Nimmo, and Valeri Jan Jacobs and Antelope Coal Company, an Oregon corporation (n/k/a Nerco Coal Company) and that certain Warranty Deed to Antelope Coal Company, a Wyoming corporation, dated September 28, 1981, recorded in Book 990 of Deeds at Page 539, records of Converse County, Wyoming.

Donald B. Jacobs
DONALD B. JACOBS

STATE OF Wyoming)
) ss.
COUNTY OF Converse)

The foregoing instrument was acknowledged before me by Donald B. Jacobs, this 25 day of August, 1997.

Witness my hand and official seal.

Sandra Mullins

My Commission Expires: 10/20/2000

Rosemae Jacobs
ROSEMAE JACOBS

STATE OF Wyoming)
) ss.
COUNTY OF Converse)

The foregoing instrument was acknowledged before me by Rosemae Jacobs, this 25 day of August, 1997.

Witness my hand and official seal.

Sandra Mullins

My Commission Expires: 10/20/2000

TFN 4 5/343
LQD RECD 4-09-13

F5-12 REV 12/15/11

04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

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Book 1453 of Photos, page 5.5

BOOK 1119 PAGE 260

GENERAL WARRANTY DEED

PATRICIA L. ISENBERGER LITTON, individually (**"Grantor"**), joined by her husband Gene Litton, whose address is 5925 South Highway 59, Gillette, Wyoming 82718, for and in consideration of Ten U.S. Dollars (US$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and warrants to **ANTELOPE COAL COMPANY**, a Wyoming Corporation (**"Grantee"**), its successors and assigns forever, the real property described on **Exhibit A ("The Exchange Lands")** and **Exhibit B ("The Historic Lands")** hereto (the **"Property"**), situated in Converse County, Wyoming, and Campbell County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming; **TOGETHER** with all of its fixtures, improvements, hereditaments and appurtenances, including, without limitation, all water and water rights appurtenant to the property; **SUBJECT TO** all easements, restrictions and reservations of record; **RESERVING AND EXCEPTING** unto Grantor, all of Grantor's right and interest to all oil, gas and other minerals in, under or to the Property, **but excluding** all coal and coal bed methane in, under, or to the Property, which right and interest to all coal and coal bed methane in, under, or to the Property are included within the property hereby conveyed to Grantee.

Grantor hereby grants to Grantee all of Grantor's rights of surface use and access to the Property.

Executed and delivered this 31 day of October, 1997.

RECORDED 19 ___ AT ___ M.
IN BOOK ___ OF ___ PAGE ___
NO 838480 LARRY E. SARE COUNTY CLERK

Patricia L. Isenberger Litton
Patricia L. Isenberger Litton

Gene Litton
Gene Litton

F5-13 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03,2016

Book 1453 of Photos, page 37

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

BOOK 1119 PAGE 261

The foregoing instrument was acknowledged before me by Patricia L. Isenberger Litton, this 31 day of October, 1997.

Witness my hand and official seal.

Wendy Brosa
Title of Officer

My commission expires:
6-24-99

WENDY BROSA - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires June 24, 1999

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Gene Litton, this 31 day of October, 1997.

Witness my hand and official seal.

Wendy Brosa
Title of Officer

My commission expires:
6-24-99

WENDY BROSA - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires June 24, 1999

F5-14 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-353

EXHIBIT A ("The Exchange Lands") TO GENERAL WARRANTY DEED

- DATED: October 28, 1997
LEGAL DESCRIPTION
Campbell County, Wyoming
Converse County, Wyoming

Township 41 North, Range 71 West, 6th P.M.		**Acreage:**
Section 14:	Lots 10 and 15 (W½SE¼)	78.36
Section 21:	Lots 9, 10, 15 and 16 (SE¼)	163.41
Section 22:	Lots 1, 2, 3, 13, 14, 15 and 16 (SW¼, W½SE¼,SE¼SE¼)	297.92
Section 23:	(W½NE¼, S½SE¼, NE¼SW¼, NW¼SE¼ aka Lots 2, 7 10, 11, 15, 16 and that portion of NE¼SE¼ aka Lot 9 lying south of the railroad right-of-way.	265.31
Section 25:	Lots 5, 6, 7, 8, 11, 12, 13, 14, 15 and 16 (S½, S½NW¼)	414.05
Section 26:	Lots 1, 5, 8, 9, 12, 13 and 16 (E½NE¼, SW¼NW¼, E½SE¼, W½SW¼)	282.00
Section 27:	Lots 1 through 16 (All)	669.17
Section 28:	Lots 1, 2, 7, 8, 9, 10, 15 and 16 (E½)	324.72
Section 34:	Lot 13 (SW¼SW¼)	38.43
Township 40 North, Range 71 West, 6th P.M.		
Section 3:	Lots 5 through 20 (All)	487.98
Township 41 North, Range 70 West, 6th P.M.		
Section 30:	Lots 16 (Partial) and 17 (NW¼SW¼ (Partial), SW¼SW¼)	(Est.) 80.84
TOTAL:		**3102.19**

TFN 6 2/025
RECD FEB 03,2016

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

Book 1453 of Photos, page 39

BOOK 1119 PAGE 263

EXHIBIT B. (the "Historic Lands") TO GENERAL WARRANTY DEED

DATED: October 28, 1997
LEGAL DESCRIPTION
Converse County, Wyoming
Campbell County, Wyoming

Township 41 North, Range 71 West, 6th P.M.

		Acreage:
Section 22:	Lot 12 (NE¼SE¼)	43.310
Section 28:	Lots 5, 6, 11, 12, 13 and 14 (S½NW¼, SW¼)	243.939
Section 29:	Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 (S½, S½N½)	495.439
Section 32:	Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13 and 14 (NE¼, N½NW¼, SE¼NW¼, NE¼SW¼, N½SE¼, S½SW¼)	487.912
Section 33:	Lots 2, 3, 4, 5, 6, 7, 10, 11 and 12 (NW¼, N½SW¼, W½NE¼, NW¼SE¼)	371.192
TOTAL:		**1641.792**

RECEIVED OCT 31 1997 CAMPBELL COUNTY CLERK

STATE OF WYOMING } ss.
Campbell County

Filed for record this 31st day of October A.D., 19 97 at 12:30 o'clock P M. and recorded in Book 1453 of Photos on page 36-39 Fees $ 13.50 725442

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Patricia A Sparling

County Clerk and Ex-Officio Register of Deeds

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F5-16 REV 12/15/11

TFN 4 5/343
Inn RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

S.5a

WARRANTY DEED BOOK 982 PAGE 43

GENE E. LITTON and PATRICIA L. LITTON, a/k/a PATRICIA L. ISENBERGER, husband and wife, GRANTORS, whose mailing address is 5925 Highway 59, Gillette, Wyoming 82716, for and in consideration of TEN DOLLARS ($10.00) and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS merchantable title to ANTELOPE COAL COMPANY, a Wyoming corporation, GRANTEE, with its offices at Suite 300, 2043 Woodland Parkway, St. Louis, Missouri 63146, the following described real estate, situate in Converse County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 41 North, Range 71 West, 6th P.M.
CONVERSE COUNTY, WYOMING
Section 33: E/2NE/4, NE/4SE/4

containing 120 acres more or less.

TOGETHER with all improvements thereon.

SUBJECT TO all easements, covenants, conditions, reservations, restrictions, and rights-of-way of record.

SUBJECT also to taxes for 1990 and subsequent years.

DATED this 21st day of December, 1990.

RECORDED Dec. 26, 19 90 AT 3:15 PM.
IN BOOK 982 OF deed PAGE 43
NO. 748483 DOROTHY L. TAYLOR COUNTY CLERK

Gene E. Litton
Gene E. Litton

Patricia L. Litton
Patricia L. Litton

STATE OF WYOMING)
: ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Gene E. Litton and Patricia L. Litton this 21st day of December, 1990.

Witness my hand and official seal.

ANN BAKER - NOTARY PUBLIC
County of Campbell State of Wyoming
My Commission Expires August 31, 1992

Ann Baker
NOTARY PUBLIC

My commission expires:

F5-17 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

752776

S.6

Book 1564 of Photos, Page 154

Memorandum of Agreement for Purchase and Sale of Real Property

This **Memorandum of Agreement for Purchase and Sale of Real Property** made and entered into as of this 30th day of July, 1998, by and between **Jerry J. Dilts** and **Barbara H. Dilts**, husband and wife and **Bridle Bit Ranch Company**, a Wyoming corporation (hereinafter collectively referred to as "**Sellers**") and **Antelope Coal Company**, a Wyoming corporation (hereinafter referred to as "**Purchaser**").

1. Reference is hereby made to an **Agreement for Purchase and Sale of Real Property**, dated the 30th July, 1998, by and between Purchaser and Sellers, wherein Sellers agreed to sell to Purchaser a certain tract of real estate (hereinafter called the "Premises") in Campbell County, Wyoming and Converse County, Wyoming, the legal description of which is as follows:

The Exchange Lands

Converse County, Wyoming		
Township 41 West, Range 70 North, 6th P.M.		Acreage:
Section 30:	Lots 13, 14, 19 and 20 (SE¼) "Those portions south and west of the center line of the main line of the railroad tracks"	88.23*
	Lots 15 and 18 (E½SW¼) "Those portions south and west of the center line of the main line of the railroad tracks"	60.00*
Section 31:	Lots 5, 6, 7, 8, 9, 10, 11 and 12 (N½) "Those portions south and west of the center line of the main line of the railroad tracks"	300.04*
	Lot 16 (NW¼SW¼)	40.97
	Lots 17, 18, 19 and 20 (S½S½) "Those portions south and west of the center line of the main line of the railroad tracks"	152.33*
Campbell County, Wyoming		
Township 41 West, Range 71 North, 6th P.M.		
Section 22:	Lot 9 (SE¼NW¼)	41.72
TOTAL:		**683.29**

***Estimated Areas**

ACC_SURF_CONTR_906

TFN 6 2/025
RECD FEB 03, 2016

F5-18 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

The Horse Creek Lands

Campbell County, Wyoming **Township 41 North, Range 71 West, 6th P.M**		Acreage:
Section 14:	Lots 5 and 6 (S½NW¼)	81.68
	Lot 7 (SW¼NE¼) "That portion south and west of the center line of the main line of the railroad tracks"	19.22*
	Lots 11, 12, 13 and 14 (SW¼)	160.38
Section 15:	Lots 5, 6, 7 and 8 (S½N½)	164.95
	Lots 9, 10, 11, 12, 13, 14, 15 and 16 (S½)	331.61
Section 22:	Lots 4, 5, 10 and 11 (NE¼)	166.41
	Lot 6 (NE¼NW¼)	41.68
	Lots 7 and 8 (W½NW¼)	83.59
Section 23:	Lots 3, 4, 5 and 6 (NW¼)	159.00
TOTAL:		**1208.52**

***Estimated Areas**

1. Sellers hereby acknowledge that they have agreed to sell to Purchaser the lands set forth above, including rights in coal and coal-bed methane in, on and under the premises, all as set forth in detail by the agreement between the parties.

2. The term of the agreement shall commence on the date of execution of the Agreement for Purchase and Sale between the parties, the 30th day of July, 1998 and shall continue until the date of Closing of the Real Estate Purchase and Sale Agreement between the parties, no later than December 31, 2013.

3. Purchaser shall be paid a purchase price on the Premises in the exact amount of consideration and pursuant to the requirements set forth in the Agreement between the parties.

4. This Memorandum of Agreement for Purchase and Sale of Real Property does not contain the entire agreement of the parties, but is intended as a summary of the Agreement, the provisions of which are incorporated herein and made a part hereof with the same force and effect as if fully set forth in this Memorandum.

5. The parties execute and deliver this Memorandum solely for the purpose of giving notice to whomsoever it may concern of Seller's and Purchaser's respective interests. The execution and delivery of this Memorandum is not intended to, and shall not change, modify, amend

TFN 6 2/025
RECD FEB 03, 2016

04/29/13-525-T8-A1

F5-19 REV 12/15/11

TFN 4 5/343
LOD RECD 4-09-13

or enlarge the terms and provisions of the agreement between the parties.

IN WITNESS WHEREOF, the parties have signed and recorded this Memorandum to evidence the Agreement for Purchase and Sale on the subject property.

JERRY J. DILTS

Jerry J. Dilts

BARBARA H. DILTS

Barbara H. Dilts

ANTELOPE COAL COMPANY

NAME: Lyle D. Randen

TITLE: General Manager

BRIDLE BIT RANCH COMPANY

NAME: Jerry J. Dilts

TITLE: President

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Lyle Randen, General Manager of Antelope Coal Company.

Witness my hand and official seal.

Patricia L. Hix
Notary Public

PATRICIA L. HIX - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

TFN 6 2/025
RECD FEB 03, 2016

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

F5-20 REV 12/15/11
A-340

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Jerry J. Dilts.

Witness my hand and official seal.

Patricia L. Hix
Notary Public

NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Barbara H. Dilts.

Witness my hand and official seal.

Patricia L. Hix
Notary Public

PATRICIA L. HIX · NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Jerry J. Dilts, President of Bridle Bit Ranch Company.

Witness my hand and official seal.

Patricia L. Hix
Notary Public

PATRICIA L. HIX · NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

STATE OF WYOMING } ss.
Campbell County
Filed for record this 27th day of September A.D., 1999 at 3:02 o'clock P M. and recorded in Book 1564 of Photos on page 154-157 Fees $ 12.00 752776
RECORDED ABSTRACTED By

TFN 6 2/025
RECD FEB 03, 2016

TFN 4 5/343
LOD RECD 4-09-13
04/29/13-525-T8-A1

F5-21 REV 12/15/11

749082

Book 1551 of otos, Page 25

SPECIAL WARRANTY DEED

Jerry J. Dilts and Barbara H. Dilts, husband and wife, and Bridle Bit Ranch Company, a Wyoming corporation, whose addresses for purposes of this instrument are 6546 Highway 59, HCR, Gillette, WY 82718, in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Antelope Coal Company, a Wyoming Corporation, Caller Box 3008, Gillette, WY 82717, the following described lands:

All real property to the South and West of the centerline of the railroad in the following described parcels of land:

Township 41 North, Range 71 West, 6th P.M., Campbell County, Wyoming

§14: E½SE¼
§23: E½E½
§24: SW¼SW¼
§25: S½NE¼, N½NW¼

Jerry J. Dilts, Barbara H. Dilts, and Bridle Bit Ranch Company only warrant title to those persons claiming by, through or under them.

Subject to all reservations, easements and rights of way of record or in use, if any, taxes for the year 1998 and subsequent years.

In Witness whereof, the grantors herein have signed this document this 25th day of May, 1999.

Jerry J. Dilts
Jerry J. Dilts

Barbara H. Dilts
Barbara H. Dilts

ACC_SURF_OWN_907

F5-22 REV 12/15/11

TFN 4 5/343
100 RECD 4-09-13
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RECD FEB 03, 2016

Bridle Bit Ranch Company, a Wyoming corporation

By: Jerry J. Dilts
Title: President

ATTEST:

Barbara H. Dilts

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The above and foregoing Special Warranty Deed was subscribed, sworn to and acknowledged before me by Jerry J. Dilts and Barbara H. Dilts, husband and wife, on this 25th day of May, 1999.

Witness my hand and official seal.

Patricia L Hix
Notary Public

My Commission Expires: October 23, 2002

PATRICIA L. HIX - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

On the 25th day of May, 1999, Jerry J. Dilts appeared before me and being first duly sworn did state that (s)he is the President of Bridle Bit Ranch Company, a Wyoming corporation, and by authority of the Board of Directors of that corporation he is duly authorized to sign the above and foregoing Special Warranty Deed on behalf of Bridle Bit Ranch Company.

Witness my hand and official seal.

Patricia L Hix
Notary Public

My commission expires: October 23, 2002

PATRICIA L. HIX - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 23, 2002

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

F5-23 REV 12/15/11

TFN 6 2/025
RECD FEB 03, 2016

S.7

Book 1596 of Photos, Page 262

Wyoming

SPECIAL CORPORATE WARRANTY DEED

761150

THIS INDENTURE WITNESSETH, that Powder River Coal Company, a Delaware corporation (hereinafter referred to as "Grantor") CONVEYS to Antelope Coal Company, a Wyoming corporation (hereinafter referred to as "Grantee") for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that certain real estate situated in Campbell County, Wyoming, set forth and described on Exhibit A attached hereto ("the Real Estate").

* 505 S. Gillette Ave, Gillette, Wy 82716

Subject to all reservations, restrictions, exceptions, liens, encumbrances and easements and rights-of-way of record.

Subject to all real estate taxes and assessments due and payable after the date hereof, which taxes and assessments Grantee hereby assume, and agree, to pay.

Grantor warrants only as against its own acts and against claims and demands of all persons claiming by, through or under it, but not otherwise. Grantor has disclosed to Grantee and Grantee expressly recognizes that there is a buy-back right attached to the Real Estate that allows the holder of the buy-back rights the option of buying the Real Estate when and if it is no longer needed for coal mining purposes, all as set forth in that certain Option To Purchase granted by Powder River Coal Company unto Bridle Bit Ranch Company and set out in Notice recorded June 9, 1997 in Book 1433 of Photos, page 37 of the Records of Campbell County, Wyoming, and Assignment of Option To Purchase unto Patricia L. Litton recorded September 18, 1998 in book 1500 of Photos, page 522 of the said records. The foregoing buy-back right is an expressed exception to any representative or warranty of title made by Grantor pursuant to this Special Corporate Warranty Deed.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered by proper resolution of the Board of Directors of Grantor to execute and deliver this deed.

IN WITNESS WHEREOF, Grantor has caused the execution hereof by its duly authorized officer this 5TH day of April, 2000.

Powder River Coal Company

By: Larry H. Fox

Larry H. Fox, President

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F5-24 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Special Corporate Warranty Deed was acknowledged before me by Larry H. Fox as President of Powder River Coal Company, this 5th day of April, 2000.

WITNESS my hand and official seal.

Notary Public

My commission expires: 10/5/04

This instrument prepared by:
Morris W. Kegley
Kennecott Energy Company
P.O. Box 3009
Gillette, WY 82717-3009

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F5-25 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13

04/29/13-525-T8-A1
TFN 6 2/025

RECD FEB 03,2016

Exhibit A

TO THAT CERTAIN SPECIAL CORPORATE WARRANTY DEED FROM POWDER RIVER COAL COMPANY TO ANTELOPE COAL COMPANY

T41N, R71W 6th PM, Campbell County, Wyoming
Section 23, W1/2SW1/4,SE1/4SW1/4 (Lots 12, 13, 14)
Approximately 124.9 acres
Section 26, W1/2NE1/4, E1/2NW1/4, NW1/4NW1/4 (Lots 2, 3, 4, 6, 7)
Approximately 201.2 acres
Total approximately 326.1 acres

STATE OF WYOMING } ss.
Campbell County

Filed for record this 10th day of April A.D., 2000 at 1:00 o'clock P.M. and recorded in Book 1596 of Photos on page 262-264 Fees $ 10.00 761150

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Patricia A. Sparling

County Clerk and Ex-Officio Register of Deeds

FILED
APR 10 2000

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F5-26 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13

04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03, 2016

927430 Book - 1277 Page - 0705
Recorded 08/15/2006 At 01:20 PM
Lucile K. Taylor, CONVERSE COUNTY Clerk & Recorder

BOOK 1277 PAGE 705 S.8

SPECIAL WARRANTY DEED

DONALD B. JACOBS and ROSEMAE JACOBS, Husband and Wife; DONALD FRANK JACOBS, a single man; JOLYNN JACOBS, a/k/a Jolynn Jacobs Nimmo and TERRY *NIMMO*, Wife and Husband; and VALERIE JAN JACOBS, a/k/a Valeri Jan Bishop and HUGH BISHOP, JR., Wife and Husband, all c/o 5410 State Highway 59, Douglas, Wyoming 82633, "Grantor" (whether one or more), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt hereof is hereby acknowledged, do hereby CONVEY to ANTELOPE COAL COMPANY, a Wyoming corporation, of Caller Box 3009, Gillette, WY 82717, "Grantee," the following described property situate in Converse County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

All Land Described on Exhibit "A," attached hereto and by this reference specifically incorporated herein.

EXCEPTING AND RESERVING to Grantor, their heirs, successors and assigns all oil, gas and other minerals, including coalbed methane gas, lying in and under said lands to which Grantor has rights.

WITNESS GRANTOR'S HANDS effective the 15th day of August, 2006.

Donald B. Jacobs
DONALD B. JACOBS

Rosemae Jacobs
ROSEMAE JACOBS

Jolynn Jacobs a/k/a Jolynn Jacobs Nimmo
JOLYNN JACOBS, a/k/a Jolynn Jacobs Nimmo

Terry Nimmo
TERRY NIMMO

Valeri Jan Bishop
VALERIE JAN JACOBS, a/k/a Valeri Jan Bishop

Hugh Bishop Jr
HUGH BISHOP, JR.

Donald Frank Jacobs
DONALD FRANK JACOBS

STATE OF WYOMING)
: ss.
COUNTY OF CONVERSE)

The above and foregoing Special Warranty Deed was acknowledged before me this 15th day of August, 2006, by Donald B. Jacobs and Rosemae Jacobs, Husband and Wife.

WITNESS my hand and official seal.

MARCIA M. BIAE
Wyoming
Notary Public, County of Converse
My Commission Expires
Notary Public April 08, 2009

My Commission Expires:

STATE OF WYOMING)
: ss.
COUNTY OF Sweetwater)

The above and foregoing Special Warranty Deed was acknowledged before me this 3rd day of July, 2006, by Jolynn Jacobs Nimmo and Terry Nimmo, Wife and Husband.

WITNESS my hand and official seal.

Tammy L. Fredrickson
Notary Public

My Commission Expires:

JAMMY L. FREDRICKSON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 26, 2008

STATE OF Wyoming)
: ss.
COUNTY OF Converse)

The above and foregoing Special Warranty Deed was acknowledged before me this 5 day of July, 2006, by Valerie Jan Jacobs, a/k/a Valeri Jan Bishop and Hugh Bishop, Jr., Wife and Husband.

WITNESS my hand and official seal.

Hugh D. Peasley
Notary Public

FRANK D. PEASLEY
County of Converse
State of Wyoming
Commission Expires April 5, 2008

STATE OF Wyoming)
: ss.
COUNTY OF Converse)

The above and foregoing Special Warranty Deed was acknowledged before me this 10 day of July, 2006, by Donald Frank Jacobs, a single man.

Frank D. Peasley
Notary Public

FRANK D. PEASLEY
County of Converse
State of Wyoming
Commission Expires April 5, 2008

04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03, 2016

EXHIBIT "A"

The Following Lands Located In Converse County, Wyoming:

TOWNSHIP 40 NORTH, RANGE 72 WEST, 6TH P.M.

Section 1: All
Section 2: NE¼SE¼; Lot 20 (a/k/a SE¼SE¼)
Section 11: E½NE¼
Section 12: N½

TOWNSHIP 40 NORTH, RANGE 71 WEST, 6TH P.M.

Section 5: Lot 4
Section 6: Lots 1, 2 and 3; SE¼; SE¼SW¼
Section 7: E½; SE¼NW¼; NE¼SW¼; N½NW¼, *EXCEPTING THEREFROM* a tract of land lying in the NW¼NE¼ more particularly described as follows: Commencing at the southwest corner of the NW¼NE¼ of Section 7; thence North 466.7 feet; thence East 466.7 feet; thence South 466.7 feet; thence West 466.7 feet back to the point of beginning.
Section 8: NE¼NE¼; S½N½; NW¼SW¼: Lots 9-11, 13-16 (a/k/a S½S½; N½SE¼; NE¼SW¼)
Section 9: Lots 3, 6, 9-16 (a/k/a E½NW¼ and S½)
Section 10: W½SW¼
Section 15: Lots 3-6, 11-14 (a/k/a W½)
Section 17: All, *EXCEPTING THEREFROM* that part of Lot 13 (a/k/a SW¼SW¼), lying west of the east highway right-of-way, including, but not limited to, those lands conveyed to National Grasslands Limited Liability Company, a Wyoming Limited Liability Company, recorded January 27, 1997, in Book 1108, at Page 50.
Section 18: Lot 5 (a/k/a NE¼NE¼)
Section 18: Those portions of Lots 6, 11-13 and 20 (a/k/a portions of the W½NE¼; SE¼NE¼; E½SE¼) lying east of State Highway 59 right-of-way

EXCEPTING AND RESERVING to Grantor, their heirs, successors and assigns all oil, gas and other minerals, including coalbed methane gas, lying in and under said lands to which Grantor has rights.

Subject to all reservations, restrictions, liens, encumbrances, special taxing districts, land use regulations, mineral reservations held by third parties not a party to this Special Warranty Deed, and easements and rights-of-way of record..

Subject to all real estate taxes and assessments due and payable for 2006, which taxes and assessments shall be prorated between the parties as of the date hereof.

Grantor hereby assigns unto the Grantee all rights and warranties of title received by it by operation of law and warrants title against all claims arising by, through or under Grantor, but not otherwise. Grantor disclaims any and all warranties of condition or fitness for a particular purpose of the real estate described herein.

Donald B. Jacobs
Rosemary Jacobs

EXHIBIT 'A'

04/29/13-525-T8-A1

F5-28 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
TFN 6 2/025
RECD FEB 03, 2016

BOOK 1277 PAGE 707 S.8a

SPECIAL WARRANTY DEED

DONALD B. JACOBS and ROSEMAE JACOBS, Husband and Wife, of 5410 State Highway 59, Douglas, Wyoming 82633, "Grantor" (whether one or more), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt hereof is hereby acknowledged, do hereby CONVEY to ANTELOPE COAL COMPANY, a Wyoming corporation, of Caller Box 3009, Gillette, WY 82717, "Grantee," the following described property situate in Converse County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

TOWNSHIP 40 NORTH, RANGE 71 WEST, 6TH P.M.

Section 7: A five (5) acre tract of land lying in the NW¼NE¼ more *particularly described as follows: Commencing at the southwest* corner of the NW¼NE¼ of Section 7; thence North 466.7 feet; thence East 466.7 feet; thence South 466.7 feet; thence West 466.7 feet back to the point of beginning.

EXCEPTING AND RESERVING to Grantor, their heirs, successors and assigns all oil, gas and other minerals, including coalbed methane gas, lying in and under said lands to which Grantor has rights.

WITNESS GRANTOR'S HANDS effective the 15th day of August, 2006.

Donald B. Jacobs
DONALD B. JACOBS

Rosemae Jacobs
ROSEMAE JACOBS

STATE OF WYOMING)
: ss.
COUNTY OF CONVERSE)

The above and foregoing Special Warranty Deed was acknowledged before me this 15th day of August, 2006, by Donald B. Jacobs and Rosemae Jacobs, Husband and Wife.

WITNESS my hand and official seal.

Marcia A. Case
Notary Public

My Commission Expires:

MARCIA A. CASE
Wyoming
Notary Public, County of Converse
My Commission Expires
April 08, 2009

FILING NO. 927431
OFFICE OF THE REGISTER OF DEEDS
STATE OF WYOMING } ss
County of Converse
This instrument was filed for record on AUG 15 2006
at 1:30 o'clock P M. and duly
recorded in Book 1277 on Page 707
Lucile K Taylor
County Clerk and Ex-Officio Register of Deeds

ACC_SURF_OWN_91

F5-28a REV 03/11/15

4/15/15-525-T9 6 3/138

A-349

Consent Archeology

LOD

MAR 18 2015

RECEIVED

TFN 6 2/025

RECD FEB 03, 2016

COPY

S.9

BOOK 1430 PAGE 867

MEMORANDUM OF AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

NOTICE IS HEREBY GIVEN BY THIS MEMORANDUM ("Memorandum") that under and pursuant to an agreement entitled Agreement for the Purchase and Sale of Real Estate, dated as of April 23, 2008 ("Agreement"), by and between Isenberger Land LLC ("Isenberger Land") and LY LLC ("LY") (Isenberger Land and LY are referred to collectively as, "SELLER"); and Antelope Coal Company, a Wyoming corporation (now known as Antelope Coal LLC, a Delaware limited liability company, as successor by merger with Antelope Coal Company) ("PURCHASER") subject to the terms and conditions of the Agreement, SELLER has contracted for the purchase and sale of parcels or tracts of land containing approximately 10,757 acres, more or less, located in the Counties of Campbell and Converse, Wyoming, and more particularly described on **Exhibit A** hereto (hereinafter call the "Lands"). It is understood and agreed that no personal property is included in the sale of the Lands.

Antelope Coal Company merged into Antelope Coal LLC on December 15, 2008, and as a result, Antelope Coal LLC is the successor in interest by merger under the Agreement.

Unless otherwise defined in this Memorandum, all capitalized terms used in this Memorandum shall have the meanings assigned to them in the Agreement.

The Agreement contains the following terms, among others:

I. AGREEMENT TO PURCHASE AND SELL

990503 Book - 1430 Page - 867
Recorded 9/8/2011 At 1:40 PM
Lucila K. Taylor, Converse County Clerk & Recorder

TFN 4 5/343
LOD RECD 4-09-13
04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-369

1. Initial Purchase of Property. Seller agrees to sell and Purchaser agrees to purchase at the Closing all of Seller's right, title and interest in and to approximately 1,101 acres of the Property more particularly described on **Exhibit A** hereto as the "Initial Purchase Lands". The Purchase Price shall be payable with an initial payment ("Initial Payment") due and payable upon the Effective Date of the Agreement.

2. Purchase of Future Lands. Seller agrees to sell and Purchaser agrees to purchase, at the Future Closing all of Seller's right, title and interest in and to Seller's approximately 9,656 acres of the remaining Property more particularly described on **Exhibit A** hereto as the "Future Purchase Lands". Seller may nominate, at its discretion, when the Future Purchase Lands will be eligible for sale by providing written notice of such to Purchaser, provided that such notice shall occur no sooner than five (5) years nor later than ten (10) years from the Effective Date of the Agreement, unless Seller nominates the Future Purchase Lands earlier under certain circumstances, in which case Seller may nominate Future Purchase Lands as early as three (3) years following the Effective Date of the Agreement but no sooner.

3. Transfer of Exchange Lands. At the Initial Closing Purchaser agrees to transfer to Seller title to approximately 928 acres, more particularly described on **Exhibit A** as the "Don Jacobs Exchange Lands". At the Future Closing, Seller agrees to transfer title to the Don Jacobs Exchange Lands back to Purchaser.

II. COVENANTS, REPRESENTATIONS AND WARRANTIES

Without the prior consent of Purchaser, prior to a Final Closing, Seller will not (i) enter into any new agreements affecting the Property, including access agreements with third parties; (ii) incur any liabilities other than for normal operating expenses on the Property; or (iii) encumber, sell, mortgage, pledge,

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Lucile K. Taylor, Converse County Clerk & Recorder

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LDD RECD 4-09-13

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permit a lien upon, or otherwise dispose of any part of the interest herein, or enter any agreement providing for any such disposal.

III. PURCHASER'S RIGHTS PRIOR TO CLOSING

Between the Effective Date of the Agreement and Closing, Purchaser shall have a continuous and ongoing right to access the Property for all of Purchaser's activities related to obtaining coal leases, all mine permit purposes and all mining objectives, planning functions, purposes, uses, operations and activities conducted by Purchaser in or upon the surface and subsurface of the Property or other properties, provided the same do not materially interfere with Seller's operations. Purchaser shall use good faith efforts to notify Seller via telephone or electronic mail prior to accessing the Property, provided, however, that Purchaser shall not be denied access to the Property if it fails to reach Seller prior to requiring access. If any damage is caused by Purchaser's activities, Purchaser shall immediately repair and restore the Property to its former condition to the extent reasonably practicable. Except as otherwise provided in the Agreement, Seller shall not be entitled to surface damage payments or additional consideration for damage caused by Purchaser's activities. Nothing herein is intended to, nor shall be construed as, limiting or extinguishing any rights Seller may have for surface damage payments pursuant to any third party agreements. Purchaser shall be responsible to Seller for and shall indemnify, defend, and hold harmless Seller from and against any and all losses, claims, damages, liabilities and causes of action for personal injury or property damage or loss to persons or property, including attorneys' fees, caused by Purchaser's entry, use, or occupancy of the Property, except to the extent caused by the negligence or misconduct of Seller or its employees, contractors and agents. In the event losses, claims, damages, liabilities and causes of action are caused by or arise out of the joint or concurrent negligence of Seller and Purchaser or their respective employees, contractors and agents, they shall be borne by each party

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Recorded 9/8/2011 At 1:40 PM
Lucile K. Taylor, Converse County Clerk & Recorder

04/29/13-525-T8-A1

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LOP RECD 4-09-13
TFN 6 2/025
RECD FEB 03,2016
DEQ 2-371

in proportion to its own negligence. This indemnity shall survive the closing or termination of this Agreement.

IV. ASSIGNMENT

Notwithstanding anything to the contrary, Purchaser shall have the right to freely assign to any parent, subsidiary, or affiliate of Purchaser all or any part of its interest or rights under the Agreement and any other documents executed in connection with the transactions contemplated under the Agreement. Any other assignment shall require the consent of Seller, which consent shall not be unreasonably withheld. Any assignment pursuant to this Section shall be intended to bind any assignee to the terms and conditions of the Agreement.

V. MEMORANDUM

The parties agree to execute such further instruments and assurances as may be requisite for the full and complete enjoyment of the rights herein granted or reserved, including a recording memorandum.

*****

[Signature on following page.]

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Recorded 9/8/2011 At 1:40 PM
Lucile K. Taylor, Converse County Clerk & Recorder

04/29/13-525-T8-A1

TFN 4 5/343
LOD RECD 4-09-13

TFN 6 2/025
RECD FEB 03, 2016

BOOK 1430 PAGE 871

PURCHASER:

Antelope Coal LLC (as successor by merger to Antelope Coal Company)

By: A.N.H. Taylor
Its: Senior V.P. Technical Services

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by A.N.H. Taylor, who is known to me to be the Senior V.P. Technical Services of Antelope Coal LLC, for which this instrument was executed this 6th day of September, 2011.

Witness my hand and official seal.

Patty Traverso - Notary Public
County of Campbell
State of Wyoming
My Commission Expires 10-18-2013

(signature)
Patty Traverso
(printed name)

(SEAL)

990503 Book - 1430 Page - 871
Recorded 9/8/2011 At 1:40 PM
Lucile K. Taylor, Converse County Clerk & Recorder

TFN 6 2/025
RECD FEB 03,2016

04/29/13-525-T8-A1

TFN 4 5/343
IQD RECD 4-09-13

F5-33 REV 12/15/11

EXHIBIT A

To

Memorandum of Agreement for the Purchase and Sale of Real Estate

Description of Lands

Initial Purchase Lands

Township 41 North, Range 71 West, 6TH P.M., Campbell County, Wyoming

Section 19: E1/2E1/2 (aka Lots 5, 12, 13, 19)
Section 20: W1/2, SE1/4 (aka Lots 3-6, 9-16)
Section 21: SW1/4 (aka Lots 11, 12, 13, 14)
Section 28: N1/2NW1/4 (aka Lots 3, 4)
Section 29: N1/2N1/2 (aka Lots 1, 2, 3, 4)
Section 30: NE1/4NE1/4 (aka Lot 5)

Total acreage approximately 1,101

Future Purchase Lands

Township 41 North, Range 71 West, 6TH P.M., Campbell County, Wyoming

Section 6: All (aka Lots 8-23)
Section 7: All (aka Lots 5-20)
Section 18: All (aka Lots 5-20)
Section 19: W1/2E1/2, E1/2W1/2, W1/2NW1/4, NW1/4SW1/4 (aka Lots 6-11, 14-18)
Section 30: W1/2NE1/4, SE1/4NE1/4 (aka Lots 6-8), NW1/4 (aka Lots 1,2)

Township 41 North, Range 72 West, 6TH P.M., Campbell County, Wyoming

Section 1: E1/2, E1/2W1/2 (aka Lots 5, 6, 7, 10-15 and 18-20)
Section 12: E1/2, E1/2W1/2 (aka Lots 1-3, 6-11 and 14-16)
Section 13: All (aka Lots 1-16)
Section 14: E1/2 (aka Lots 1, 2, 7, 8, 9, 10, 12, 13)
Section 22: E1/2 (aka Lots 1, 2, 7, 8, 9, 10, 15, 16)
Section 23: NE1/4, S1/2 (aka Lots 1, 2, 7, 8 and 9-16)
Section 24: N1/2, N1/2S1/2, S1/2SW1/4, SW1/4SE1/4 (aka Lots 1-15)
Section 25: N1/2 (aka Lots 1-8)
Section 26: N1/2

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Recorded 9/8/2011 At 1:40 PM
Lucile K. Taylor, Converse County Clerk & Recorder

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LND RECD 4-09-13
TFN 6 2/025
RECD FEB 03,2016

Township 42 North, Range 72 West, 6TH P.M., Campbell County, Wyoming

Section 25: All (aka Lots 1-16)
Section 26: All (aka Lots 1-16)

Township 41 North, Range 71 West, 6TH P.M., Converse County, Wyoming

Section 30: S1/2 (aka Lots 9-16)
Section 31: All (aka Lots 5-20)
Section 32: SW1/4NW1/4, NW1/4SW1/4 (aka Lots 5, 12)

Township 41 North, Range 72 West, 6TH P.M., Converse County, Wyoming

Section 25: S1/2
Section 26: S1/2

Total acreage approximately 9,656

Don Jacobs Exchange Lands

All the following lands lying west of the west right-of-way line of Wyoming State Highway 59:

Township 40 North, Range 72 West, 6th P.M., Converse County, Wyoming
Section 1: All
Section 2: E1/2SE1/4
Section 11: E1/2NE14
Section 12: N1/2N1/2, S1/2NW1/4

Township 40 North, Range 71 West, 6th P.M., Converse County, Wyoming
Section 7: NW1/4NW1/4, NE1/4NW1/4, SE1/4NW1/4, NE1/4SW1/4, SW1/4SE1/4

990503 Book - 1430 Page - 873
Recorded 9/8/2011 At 1:40 PM
Lucile K. Taylor, Converse County Clerk & Recorder

TFN 4 5/343
RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03,2016
DEQ 2-375

910246

CORRECTIVE QUITCLAIM DEED

This Corrective Quitclaim Deed ("Corrective Deed") is being recorded to correct the Quitclaim Deed recorded on October 31, 2007 at Book of 2310 of Photos, Pages 520 to 522, in Campbell County Wyoming, by and between Patricia L. Litton, a married woman dealing in her sole and separate property, and Isenberger Land, LLC ("Quitclaim Deed").

This Corrective Deed is hereby entered into to correct the parties identified as the "Grantor" in the Quitclaim Deed in order to capture the entire interest in the surface lands transferred under the Quitclaim Deed under the Homestead Exemption Laws of the State of Wyoming.

Patricia Louise Litton, also known as Patricia Louise Isenberger Litton, and Gene Litton, husband and wife, of 5925 Highway 59 South, #1, Gillette, Campbell County, Wyoming, 82718, hereinafter called Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, quitclaim, assign and deliver unto Isenberger Land, LLC, of 5925 Highway 59 South, #1, Gillette, Campbell County, Wyoming, 82718, hereinafter called Grantee, their entire interest in the surface lands situated in Campbell County, State of Wyoming, described in Exhibit "A" to the Quitclaim Deed.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming. By these presents the Grantor conveys, remises, releases and forever Quitclaims all other right, title, interest, property, possession, claim and demand, which Grantor and Grantor's successors and assigns may have or ought to have, presently or after acquired in the above described surface property.

Grantor hereby expressly reserves all oil, gas and other minerals including the right of ingress and egress for purposes of exploring, drilling, mining, developing and producing the same, and any such other acts as may be necessary for the full use, benefit and enjoyment of said minerals.

Grantee and Grantee's successors and assigns are to have and hold said premises free from any claim or demand from Grantor, Grantor's successors and assigns and any other person claiming on their behalf other than said mineral interests expressly reserved herein.

04/29/13-525-T8-A1

F5-36 REV 12/15/11

TFN 4 5/343
IOP RECD 4-09-13

TFN 6 2/025
RECD FEB 03, 2016

IN WITNESS WHEREOF, We have hereunto set our hand and seal this 23rd day of April, 2008.

Patricia L. Litton
Patricia Louise Litton

Gene Litton
Gene Litton

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by PATRICIA LOUISE LITTON* AND GENE LITTON, husband and wife, for which this instrument was executed this 23rd day of April, 2008.

Witness my hand and official seal.

PATTY TRAVERSO - NOTARY PUBLIC
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires Oct. 18, 2009

(SEAL)

(signature)
Patty Traverso
(printed name)

Notary Public for the state of Wyoming
My commission expires:
Oct. 18, 2009

* aka Patricia L. Litton

TFN 4 5/343
LQD RECD 4-09-13

F5-37 REV 12/15/11
A-358

04/29/13-525-TB-A1
TFN 6 2/025

RECD FEB 03, 2016

EXHIBIT A

Township 41 North, Range 71 West, 6th P.M., Campbell County, Wyoming:
Section 6: All
Section 7: All
Section 18: All
Section 19: All except SW/4SW/4
Section 20: S/2, NW/4
Section 21: SW/4
Section 28: N/2NW/4
Section 29: N/2N/2
Section 30: N/2

Township 41 North, Range 72 West, 6th P.M. Campbell County, Wyoming:
Section 1: E/2, E/2W/2
Section 12: E/2, E/2W/2
Section 13: All
Section 14: E/2
Section 22: E/2
Section 23: S/2, NE/4
Section 24: All except SE/4SE/4
Section 25: N/2
Section 26: N/2

Township 42 North, Range 72 West, 6th P.M., Campbell County, Wyoming:
Section 25: All
Section 26: All

Township 41 North, Range 71 West, 6th P.M., Converse County, Wyoming:
Section 30: S/2
Section 31: All
Section 32: SW/4NW/4, NW/4SW/4

Township 41 North, Range 72 West, 6th P.M. Converse County, Wyoming
Section 25: S/2
Section 26: S/2

910246 Recorded on 4/23/2008 at 3:20:00 Fee 27.00
Book 2357 of PHOTOS Pages 501 to 503
Susan F. Saunders, Campbell County Clerk by: I GROSS

RECORDED
ABSTRACTED
INDEXED
CHECKED

F5-38 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-378

S.10

958059

WARRANTY DEED

BRIDLE BIT RANCH COMPANY, a Wyoming corporation, of 6546 S. Hwy. 59, HCR 83, Gillette, Wyoming 82718-7063, and JERRY J. DILTS FAMILY LIMITED PARTNERSHIP I, a Wyoming limited partnership, JERRY J. DILTS, Individually and as Trustee of the Jerry J. Dilts Living Trust dated March 11, 1997 of 6546 S. Hwy. 59, HCR 83, Gillette, Wyoming 82718-7063, collectively, GRANTOR, for and in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to ANTELOPE COAL LLC, a Delaware limited liability company, whose address is 505 South Gillette Avenue, Gillette, Wyoming 82716, the following described real estate situate in Campbell County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

TOWNSHIP 41 NORTH, RANGE 71 WEST, 6TH P.M., CAMPBELL COUNTY, WYOMING

Section 8: E½ (aka Lots 1, 2, 7, 8, 13, 14 and N½SE¼)
Section 9: All (aka Lots 1-16)
Section 10: W½SW¼, SE¼SW¼ (aka 12, 13, 14), and all of those lands lying south and west of the Burlington Northern Santa Fe right-of-way in the NW¼NW¼, S½NW¼, S½SE¼ and the NE¼SW¼ (aka pt of Lots 4-6, 11, 15, 16)
Excepting therefrom lands as described in Warranty Deed dated 20 February 1979 and recorded 26 March 1979 in Book 459 of Photos, page 128 and in Quitclaim Deed dated 22 November 2006 and recorded 27 November 2006 in Book 2210 of Photos, page 275
Section 14: NW¼NW¼ (aka Lot 4) and all that portion of the NE¼NW¼ lying south and west of the Burlington Northern Santa Fe right-of-way (aka pt of Lot 3)
Excepting therefrom lands as described in Warranty Deed dated 29 December 1978 and recorded 26 March 1979 in Book 459 of Photos, page 132
Section 15: N½N½ (aka Lots 1-4)
Section 17: N½NE¼ (aka Lots 1, 2)
Section 20: S½NE¼ (aka Lots 7, 8)
Section 21: N½ (aka Lots 1-8)

This deed also serves to correct the legal described in Memorandum of Agreement for the Purchase and Sale of Real Estate dated April 3, 2008 and recorded 4 April 2008 in Book 2352 of Photos, page 525; and the legal in the Corrective Memorandum of Agreement for the Purchase and Sale of Real Estate dated 16 April 2009 and recorded 17 April 2009 in Book 2438 of Photos, page 428 of the records of Campbell County, Wyoming.

SUBJECT TO all easements, reservations, restrictions, and encumbrances of record.

"EXCEPTING AND RESERVING all oil, gas, and other non- coal mineral rights, including coalbed methane gas, lying in and under the real estate, to which Grantor has rights."

(Signatures on following page.)

TFN 6 2/025
RECD FEB 03, 2016

TFN 4 5/343
LQD RECD 4-09-13

04/29/13-525-T8-A1

F5-39 REV 12/15/11

WITNESS our hands this 14th day of June, 2011.

BRIDLE BIT RANCH COMPANY

Jerry J. Dilts

Jerry J. Dilts, President

RECEIVED JUN 14 2011 CAMPBELL COUNTY CLERK

JERRY J. DILTS FAMILY LIMITED PARTNERSHIP I

Jerry J. Dilts

Jerry J. Dilts, Manager of Jerry J. Dilts, LLC as General Partner of the Jerry J. Dilts Family Partnership I and as Limited Partner of The Jerry J. Dilts Living Trust dated March 11, 1997

JERRY J. DILTS, INDIVIDUALLY

Jerry J. Dilts

Jerry J. Dilts, Individually

Jerry J. Dilts Living Trust dated March 11, 1997

Jerry J. Dilts

Jerry J. Dilts, Trustee

958059 Recorded on 6/14/2011 at 2.56.00 Fee 11.00
Book 2632 of PHOTOS Pages 280 to 281
Susan F. Saunders, Campbell County Clerk by: A. CARTWRIGHT

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Jerry J. Dilts, President of Bridle Bit Ranch Company, Manager of Jerry J. Dilts, LLC as General Partner of the Jerry J. Dilts Family Limited Partnership I and as Limited Partner of The Jerry J. Dilts Living Trust dated March 11, 1997, Jerry J. Dilts, Individually and as Trustee of The Jerry J. Dilts Living Trust dated March 11, 1997 for which this instrument was executed this 14 day of June, 2011.
Witness my hand and official seal.

Cheryl A. Ernst
(signature)
Cheryl A. Ernst
(printed name)

Cheryl A. Ernst - Notary Public
County of Campbell
State of Wyoming
My Commission Expires Aug. 3, 2013
(SEAL)

Notary Public for the state of Wyoming
My commission expires:
8-3-2013

TFN 4 5/343
LQD RECD 4-09-13

F5-40 REV 12/15/11

04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03,2016

S.11

SURFACE LANDOWNER'S CONSENT
Lands within Permit Area

I, Office of State Lands and Investments, CERTIFY that I hold surface rights on the following lands on which Antelope Coal LLC maintains a Wyoming Coal Mine permit:

SE/4NE/4, E/2SE/4	Section	17	T.	41	N.,R.	71	W.
NE/4NE/4	Section	20	T.	41	N.,R.	71	W.
	Section		T.		N.,R.		W.
	Section		T.		N.,R.		W.
	Section		T.		N.,R.		W.
	Section		T.		N.,R.		W.
	Section		T.		N.,R.		W.

County of Campbell.

I have examined the mining plans and reclamation plan prepared by Antelope Coal, LLC for the Antelope Coal Mine in compliance with the Wyoming ENVIRONMENTAL QUALITY ACT, and do hereby approve said plans, and give my consent to include the above described lands within the permit area, to trespass and conduct routine monitoring and other superficial activities necessary to maintain all permit requirements. **Prior to initiation of non-superficial disturbance such as stripping of topsoil, stockpiling, construction of any roads, ditches or other water storage or control structures, Antelope Coal shall acquire a Special Use Lease from the Office of State Lands and Investments for above described lands.**

Dated this 7th day of Dec., 2011.

Surface Landowner (Signature)

MARTIN MATSEN
Name (printed or typed)

(Witness) 12/7/11 (Date)

Form 8

TFN 4 5/343
LQD RECD 4-09-13

F5-41 REV 12/15/11

04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016

DEQ 2-381

S.12

LIMITED SURFACE OWNER CONSENT

August 25, 2010

Mr. Don McKenzie
Wyoming Department of Environmental Quality
Land Quality Division
122 West 25th Street
Herschler Building
Cheyenne, WY 82002

RE: Consent to include Surface Lands within Antelope Mines LQD Permit #525

Dear Mr. McKenzie,

Antelope Coal LLC has requested to modify the permit boundary for its Land Quality Division (LQD) Permit #525 to include lands regarding which Burlington Northern Santa Fe (BNSF) owns or holds surface rights, such as easements or rights-of-way, and which are used for BNSF's rail line shipping activities, located in southern Campbell County and northern Converse County, Wyoming. BNSF understands that the permit modification is necessitated to allow AM to mine its existing coal reserves. Therefore the mine permit boundary is being expanded in order to provide for such future activity.

The sole purpose of this letter is to notify the LQD that BNSF does not object to AM including the surface lands, as described below (in Attachment A) within AM's expanded mine permit boundary, provided the following conditions are met:

1. AM does not conduct any mining operations that would impact the surface or any surface needed for railroad operations within 600 feet west of BNSF's mainline track or support in and to lands that BNSF owns or in which BNSF has railroad right-of-way or other surface interests, on lands described below. AM does not conduct any mining operations on the east side of BNSF's mainline track.

2. AM will not enter or use any BNSF surface lands, described below, for access and/or railroad crossings, mining or related operations or otherwise. AM will have to negotiate a surface use or similar agreement with BNSF before actually using or accessing any of the below identified surface lands or for any other purpose. Nothing herein will obligate BNSF to grant any such surface use or similar rights or enter into any such agreement.

If you have any questions, please contact me at (817) 352-6461.

Sincerely,

Burlington Northern & Santa Fe Railway Company/Western Railroad Properties Inc.

Blaine Bilderback
Director of Real Estate

F5-42 REV 12/15/11

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1

TFN 6 2/025
RECD FEB 03, 2016
DEQ 2-382

Attachment A
Consent to include Surface Lands within Antelope Mines LQD Permit #525
August 25, 2010

Said rail line traverses portions of the lands identified below:

Township 41 North, Range 71 West, 6th PM, Campbell County, Wyoming

Section 10
Section 11
Section 14
Section 23
Section 24
Section 25

Township 41 North, Range 70 West, 6th PM, Campbell County, Wyoming

Section 30
Section 31

TFN 4 5/343
LQD RECD 4-09-13
04/29/13-525-T8-A1
TFN 6 2/025
RECD FEB 03,2016
DEQ 2-383

Peabody

PEABODY ENERGY

S.13

1013 East Boxelder
Gillette, Wyoming 82718
P.O. Box 1508
Gillette, Wyoming 82717-1508
307.687.3983
Fax 307.687.3988

December 9, 2011

LIMITED SURFACE OWNER CONSENT
FOR ANTELOPE MINE PERMIT #525

Debbie L. Bruse
Senior Project Engineer
Cloud Peak Energy Resources, LLC
505 South Gillette Avenue
P. O. box 3009
Gillette, Wyoming 82717-3009

RE: Limited Surface Owner Consent for Antelope Mine – Permit #525.

Dear Ms. Bruse:

Antelope Coal, LLC is proposing to modify the permit boundary for its Land Quality Division Permit #525 to include lands owned by Peabody Powder River Mining, LLC ("Powder River") and West Roundup Resources, Inc. ("West Roundup"). Powder River and West Roundup understand that the permit boundary modification is necessary for the Antelope Mine to extract its existing coal reserves.

Powder River and West Roundup have no objection to, and offer their consent for, including surface lands owned by Powder River and West Roundup within the Antelope Mine Permit boundary. Powder River and West roundup agree to execute such other documents as may be reasonable necessary to effect the modification of the Land Quality Division Permit #525. This consent does not authorize the Antelope Mine to use any of Powder River's or West Roundup's surface lands for mining or related operations. Any such use will require a surface use or similar agreement between Powder River, West Roundup and Antelope Coal, LLC prior to such use. Nothing herein will obligate Powder River or West Roundup to grant any such surface use or similar rights or enter into any such agreement.

Antelope Mine's permit boundary may include those Powder River and West Roundup surface lands identified on Attachment "A" which is attached hereto.

Sincerely,

Scott Durgin, President of Peabody Powder River Mining, LLC and West Roundup Resources, Inc.

TFN 6 2/025
RECD FEB 03, 2016
10/28/13-525-T9
TFN 6 6/015
RECD OCT 23, 2013

Attachment A to
Limited Surface Owner Consent for Antelope Mine - Permit #525
December 9, 2011

Those portions of the following lands owned by Peabody Powder River Mining, LLC or West Roundup Resources, Inc.

Township 41 North, Range 70 West, 6th PM, Campbell County, Wyoming

Section 29: SW¼NW¼ (Lot 5)

Township 41 North, Range 71 West, 6th PM, Campbell County, Wyoming

Section 10: Portions of S½NW¼ (Lots 5 & 6)
Portion of NE¼SW¼ (Lot 11)
Section 11: SW¼ (Lots 11, 12, 13 & 14)
SW¼SE¼ (Lot 15)
Section 14: E½SE¼ (Lots 9 & 16)
Portions of W½SE¼ (Lots 10 & 15)
Section 23: E½NE¼ (Lots 1 & 8)
Portions of W½NE¼ (Lots 2 & 7)
Portions of E½SE¼ (Lots 9 & 16) (that portion encompassing & lying East & North of the BNSF RR right-of-way)
Portion of NW¼SE¼ (Lot 10)
Section 24: NW¼SW¼
Section 25: S½NW¼NE¼ (Lot 2)
Portions of S½NE¼ (Lots 3 & 4)
Portions of E½NW¼ (Lots 9 & 12)
Portions of NW¼NW¼ (Lot 10)

Township 41 North, Range 70 West, 6th PM, Converse County, Wyoming

Section 29: W½SW¼ (Lots 12 & 13)
Section 30: Portions of the S½N½ (Lots 9, 10, 11 & 12)
Portions of N½S½ (Lots 13, 14, 15 & 16)
Portion of SE¼SE¼ (Lot 20)
Section 31: Portions of E½NE¼ (Lots 5 & 12)
Section 32: W½NW¼
NW¼SW¼

TFN 6 2/025
RECD FEB 03, 2016
10/28/13-525-T9
TFN 6 6/015
RECD OCT 23, 2013

Authorization ID: DGL294
Contact ID: ANTELOPELLC
Expiration Date: 12/31/2017
Use Code: 421, 522

FS-2700-4 (03/06)
OMB 0596-0082

S.14

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY:
ORGANIC ADMINISTRATION ACT June 4, 1897

ANTELOPE COAL LLC, CALLER BOX 3008, GILLETTE, WY 82717 (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Medicine Bow-Routt National Forests and Thunder Basin National Grassland.

This permit covers the area between the "Wyoming Department of Environmental Quality, Land Quality Division Permit Boundary" and the Holder's federal coal lease boundary and any encumbered lands outside the permit boundary as shown on "Exhibit A." This defined area shall be referred to herein as the "Permit Area." Changes to encumbered lands may require an amendment to this permit and will require a fee adjustment.

This permit allows for: construction, operation and maintenance of facilities outside of the federal coal lease area that are required to support coal mining, including mine facilities, overstripping, stockpiling overburden and topsoil, grading, constructing drainage diversions, sedimentation ponds, waste water reservoirs, haul roads, fences, power lines, railroads, and other ancillary activities necessary to mine coal from the Holder's federal coal lease as provided for in the approved mine and reclamation plan for Antelope Coal LLC's Antelope Mine.

This permit also allows for installation of meteorological and air quality monitoring sites, water monitoring wells, water gauging stations, sediment monitoring, vegetation control and monitoring areas, conducting baseline archeology, soils, vegetation, wildlife, wetlands and land use inventories.

All authorized improvements are shown on Exhibit A. Any new activity must be reflected on a revised Exhibit A and submitted with application made by letter and/or Standard Form SF-299. Approval must be authorized by a Forest Service Authorized Officer prior to commencement.

The occupancy of these National Forest System lands for mining support purposes as described above shall be conducted in accordance with the approved Wyoming Department of Environmental Quality, Land Quality Division Mining and Reclamation Plan for Antelope Coal LLC's Antelope Mine. Reclamation will be in accordance with the approved Wyoming Department of Environmental Quality, Land Quality Division Mining and Reclamation Plan for Antelope Coal LLC's Antelope Mine.

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes

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Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2017. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

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E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of

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abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

> "Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.
>
> "Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.
>
> "Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the

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improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay an annual fee of **Seventeen thousand nine-hundred and nineteen Dollars and 44 Cents ($17,919.44)** for the period from **January 1, 2010 to December 31, 2010** and thereafter annually on **January 1, Seventeen thousand nine-hundred and nineteen Dollars and 44 Cents ($17,919.44):** Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

C. Payment Due Date. The payment due date shall be the close of business on **January** 1 of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

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Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq*. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq*.)

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Nondiscrimination (B-1).

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

E. Removal and Planting of Vegetation and Other Resources (D-5). The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

F. Revegetation of Ground Cover and Surface Restoration (D-9). The holder shall be responsible for prevention and control of soil erosion and gullying on lands covered by this authorization and adjacent thereto, resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall so construct

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permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. The holder shall revegetate or otherwise stabilize all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use and shall construct and maintain necessary preventive measures to supplement the vegetation.

G. Noxious Weed/Exotic Plant Prevention and Control (R2-D-103).

1. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds and exotic plants of concern are defined as those species recognized by the Medicine Bow-Routt National Forests and Thunder Basin National Grassland in which the authorized use is located.

2. When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed and exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed and exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

3. The holder shall also be responsible for prevention and control of noxious weed and exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area.

H. Pesticide Use (D-23). Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

I. Protection of Habitat of Endangered, Threatened, and Sensitive Species (X-8). Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

J. Archaeological-Paleontological Discoveries (X-17). The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and

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shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

K. Superseded Authorization (X-18). This authorization supersedes special use authorizations designated: DGL406101 issued on May 6, 1997, and DGL406102 issued on May 6, 1997.

L. Corporation Status Notification (X46). The holder shall furnish the authorized officer with the names and addresses of shareholders owning three (3) percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of officers appointed or terminated.

2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.

3. A copy of the articles of incorporation and bylaws.

4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.

5. A list of officers and directors of the corporation and their addresses.

6. Upon request, a certified list of stockholders and amount of stock owned by each.

7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54 (e)(1)(iv).

M. Use of Certified Noxious Weed Free Hay, Straw or Mulch (R2-X-107). Only hay, grain, straw, cubes or mulch certified as noxious weed free or noxious weed seed free by an authorized State Department of Agriculture official or designated county official may be used. Each individual bale or container must be tagged or marked as a certified weed free product and reference a written certification, if one exists.

The following are exempted from this requirement:

1. Pelletized feed or grain products.
2. Persons with a permit specifically authorizing the prohibited act.
3. Transporting straw, hay or mulch on Federal, State, and County roads that are not National Forest System roads and trails.

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This permit is accepted subject to the conditions set out above.

Date 8-19-2010 Antelope Coal LLC

(CORPORATE SEAL)

By: _____
(Vice) President

ATTEST: _____

Amy J. Stefonick

_____
(~~Assistant~~) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:

I Amy J. Stefonick certify that I am the _____ Secretary of the Corporation that executed the above permit; that G. Rivenes who signed said permit on behalf of said Corporation was then Exec. VP & COO of said Corporation; that I know his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body

(CORPORATE SEAL)

_____
(~~Assistant~~ Secretary)

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
ROBERT M. SPRENTALL
Acting Deputy Forest Supervisor

8/30/10
(Date)

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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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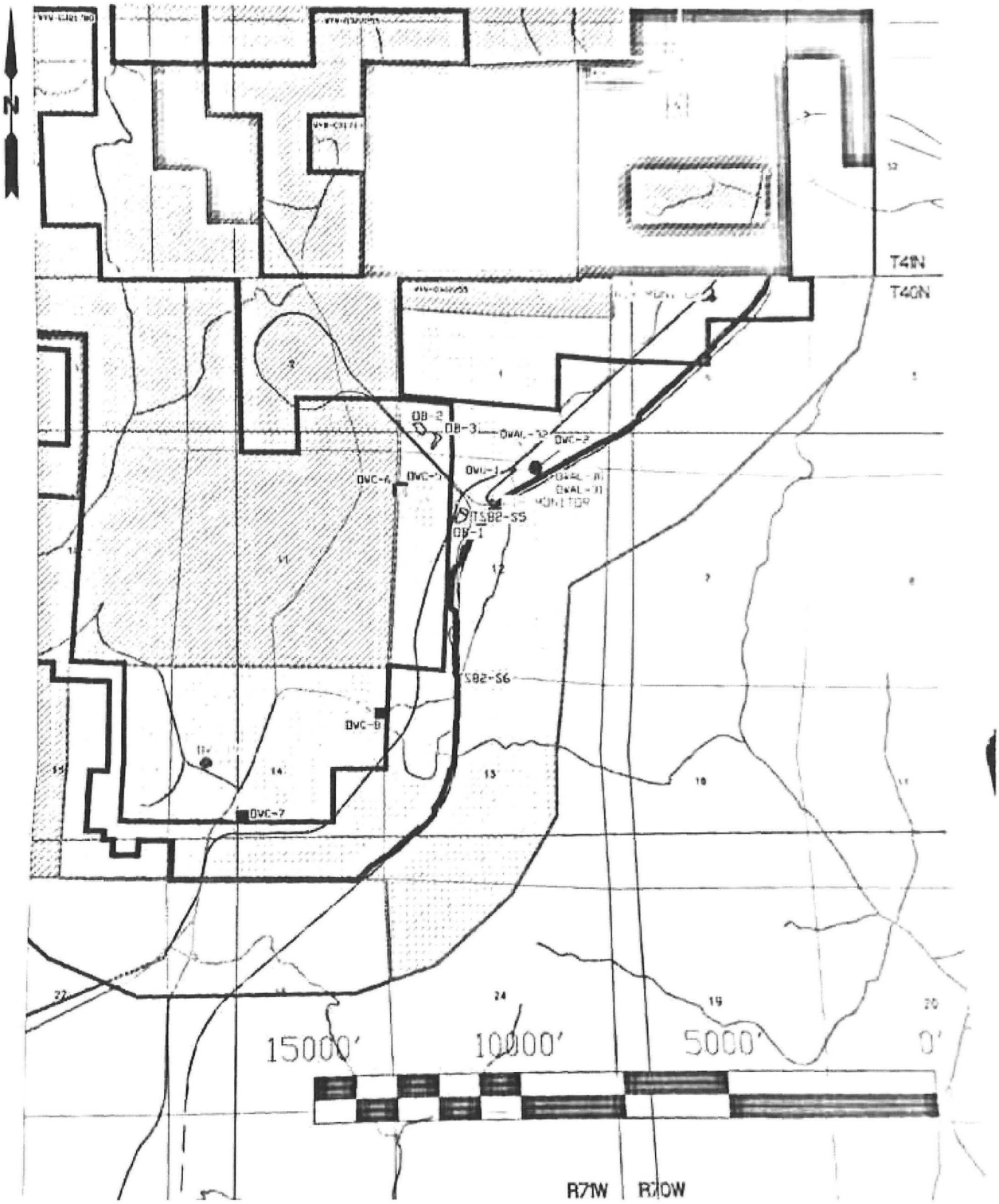

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