

EXHIBIT A

Lease No. 0-42804-KNOWN
P.L. #21
Amended January 6, 1998

**BENTONITE
STRIP - MINING LEASE**

THIS INDENTURE OF LEASE entered into 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

Bentonite Performance Minerals, LLC

party of the second part, hereinafter called the lessee:

WITNESSETH:

Section 1 - PURPOSES. The lessor, in consideration of the rents 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 strip-mine, extract, remove and dispose of the bentonite deposits in or under the following described land, to-wit:

81.74 Lots 18,19 Section 30, Township 57N, Range 62W, 6th P.M.
445.92 Lots 3,4,5,6,7,11,12,13:S2NE:SENW Sec. 31, Twp 57N, Rg 62W, 6th p.m.
81.00 Lot 3:SWNW Section 32, Township 57N, Rage 62W, 6th p.m.
608.66 Total Acres

consisting of 608.66 acres more or less in Crook county together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication lines, power lines, tipples, hoists or other structures and appurtenances necessary to the full enjoyment thereof, subject, however to 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 June, 2011 and expiring on the 1st day of June, 2021.

Section 3 - In consideration of the foregoing, the lessee covenants and agrees:

A. BOND. When the lease becomes operating or actual operation for the mineral are to be commenced, the bond shall be furnished in such 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 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 as due or accruing hereunder to the Office of State Lands and Investments - 122 W. 25th Street-3 West - Herschler Building - Cheyenne, Wyoming 82002-0600.

C. RENTALS. Prior to the discovery of commercial quantities of bentonite 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 first to fifth year (1-5) inclusive and two dollars (\$2.00) per acre or fraction thereof per year for the sixth to tenth years (6-10) inclusive, or renewal thereof; 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 bentonite 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 \$2.00 per acre or fraction thereof, such rental so paid for any 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 A per ton royalty will be paid on all bentonite mined and removed from the land herein leased. The royalty rate per ton will be based on the current year annual weighted average bulk sales price per ton, F.O.B. the loadout facility. Estimated monthly royalty payments will be made using the prior year weighted average bulk sales price. A royalty payment or credit adjusted for the current year's bulk selling price will be due on March 31st of the subsequent year.

Royalty rates will be based on the following schedule:

<u>Average Sales Price</u> <u>Bulk Bentonite Products</u>	<u>Cents per Ton Royalty Rate</u>
\$15.00 - 20.99/ton	\$.55/ton
\$21.00 - 23.99/ton	\$.60/ton
\$24.00 and above	\$.60/ton plus \$.05/ton for each dollar or fraction thereof above \$24.00

A ton for royalty purposes shall mean two thousand pounds of bentonite as mined from the leased land, without deduction for the moisture content thereof. Bulk products for royalty purposes shall mean unpackaged/unbagged bentonite product in a powdered (excludes granular) sale form sold for domestic oilfield, foundary, or taconite.

Lessor reserves the right to renegotiate the valuation basis for royalties in the event that there is a significant change in the form in which bentonite is sold or in the major industrial uses of bentonite.

Lessee is required to provide an accounting of the weighted average sales price per ton as calculated in a form prescribed by Lessor.

E. MONTHLY PAYMENT AND STATEMENTS. Unless a different time or method of payment is agreed to by the Board, Lessee shall make payment in full on or before the twentieth (20th) day of the calendar month succeeding the month of production for all bentonite mined from the land; and to furnish sworn monthly statements therewith showing in tons the amount of all bentonite mined, accompanied by the mine weights; and such other information as may be called for in the form of reports prescribed by the lessor. These statements are to be subject to verification by examination of the books and records of the lessee.

F. STRIP WORKINGS. All strip workings shall be operated in such a manner so as to remove all bentonite 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; provided, however, that where the vein of bentonite is less than one (1) foot in thickness the lessee

shall not be required to mine or work that portion of such vein; and, provided further, that if the thickness of the over-burden is such that the lessee considers it not profitable to excavate the bentonite beneath, notice is to be served on the lessor and the matter is to be adjusted fairly and impartially between the parties; that all over-burden removed shall, as mining progresses, be returned to original pit, so that at the expiration or surrender of the lease or termination of mining activities the land will approximate its previous configuration; that all road 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.

G. WEIGHT RECORD. That all bentonite mined or taken from the premises shall be weighed and the weight thereof, together with the proper check numbers, entered in due form in books kept for such purposes by the lessee; and accurate record of the weight of all bentonite mined from the land shall be preserved separate from the records of the bentonite mined from other lands. Measuring devices so used and weights obtained thereby shall be and are subject to full compliance with Title 36 W.S. 1977 School and State Lands and Title 11, W.S. 1977 as to Farm Loan Lands.

The term "ton" as herein used means a ton of two thousand (2,000) pounds, no deduction being allowed for moisture content.

H. MAPS AND REPORTS. Upon demand to furnish the Office of State Lands and Investments with copies of blueprints 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 operations by the lessee as may be called for by the lessor.

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 as required by W.S. 36-6-102.

I. 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 and bentonite produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom or purchase and to pay all wages due workmen and employees as required by law.

J. STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all State statutory requirements and valid regulations thereunder.

K. ASSIGNMENT OF LEASE - MINING AGREEMENTS.

(1.) Lessee shall not assign this lease or any interest therein, nor sub-let any portion thereof, except with the consent in writing of the lessor first had and obtained.

(2.) Lessee shall 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.

L. 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 removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

M. DILIGENCE IN DEVELOPMENT. This lease is granted with the express understanding that prospecting, bentonite mining, and the recovery of the valuable bentonite 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. Any improvements then on the property shall be disposed of pursuant to Section 6 of this lease.

Section 4 - GENERAL COVENANTS.

A. Subject to the rules and regulations governing the multiple use and development of sub-surface resources, 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 bentonite and the construction of all buildings and other surface improvements incidental to the work contemplated by this lease. The lessee shall fully protect the rights of any agricultural and grazing leases which have heretofore or may hereafter be granted 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.

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 any 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, the Board of Land Commissioners may fix the amount of such indemnity after inspection or hearing.

Bentonite mining operations shall not be conducted nearer than two hundred (200) feet from any productive oil or gas well without consent of the oil and gas lessee. Lessee further shall not disturb any existing road or roads now on said lands nor roads leading to or from any mine, well or well location without first providing adequate and suitable roads in lieu thereof. Lessee shall fully indemnify any other sub-surface lessee for any injury or damages resulting from negligent or unauthorized operations hereunder in such amount so fixed as above provided.

B. The lessee shall, during the term of this lease have the right to transport bentonite and equipment across these premises from properties adjacent to and operated by lessee.

C. The lessee may upon a sixty (60) days notice in writing to the lessor, surrender the lease or any legal sub-division thereof, providing all obligations under the terms of this lease at the date of the relinquishment have been fully complied with by the lessee. Providing, however, that if no development has taken place during the life of the lease, such lease may be surrendered.

D. Such methods of mining shall be used as shall extract the greatest amount of bentonite possible, and all bentonite mining operations on these premises shall be subject to the supervision of the State Inspector of Mines as such supervision as the Board of Land Commissioners may designate.

E. 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 weight sheets which show in any way the bentonite output from the land.

F. This lease shall include only the right and privilege of bentonite mining, but if the lessee shall discover any other vein, lode, lead or ledge of mineralized rock or other valuable substance 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 had not been leased prior to such time for that specific mineral.

Section 5 - THE LESSOR EXPRESSLY RESERVES:

DISPOSITION OF SURFACE. The right to lease, grant rights of way, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or law hereafter enacted, or in accordance with the Rules and Regulations 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 bentonite herein.

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 pursuant to Title 36, W.S. 1977 and amendments thereof, as to State and School Lands and Title 11 W.S. 1977 and amendments thereof as to Office of State Lands and Investments Lands. In the event that, within ninety (90) days after the expiration of this lease, or earlier termination thereof pursuant to surrender or forfeiture, there is no new lessee of said lands or of the part thereof on which Lessee has caused improvements to be made, then Lessee may, within the sixty (60) day period next succeeding said ninety (90) days, cause to be removed from said lands any improvements theretofore made thereon by lessee; provided, that lessee shall repair any damage to the land caused by such removal.

Section 7 - FORFEITURE CLAUSE. In the event that the Board, after notice and Hearing, shall determine that the lessee has 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 premise under the terms so 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 of forfeiture or for the same cause occurring at any other time.

Section 8 - 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 9. This lease is issued by virtue of and under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands and Title 11, W.S. 1977 as to State Lands and Investment Board and amendments thereto.

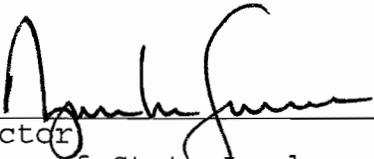
Section 10. Sovereign Immunity. The State of Wyoming and the lessor do

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.

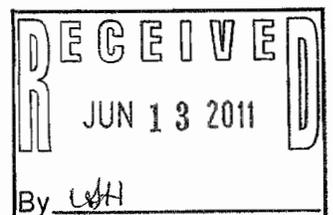
LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners and State Lands and Investment Board

SEAL

By: 
Director
Office of State Lands and Investments

CORPORATE SEAL

LESSEE: 
PRINT NAME: Woody Kemp, Jr.
TITLE: Attorney In Fact; Real Estate Services



LEASE NO.: 0-42804-KNOWN

TYPE OF LEASE: Bentonite

NAME OF LESSEE: Bentonite Performance Minerals, LLC

ADDRESS: 554 US Highway 212
Belle Fourche, SD 57717

EXPIRATION DATE OF LEASE: June 1, 2021

AMOUNT OF ANNUAL RENTAL: \$1,218.00

COUNTY: Crook

FUND: Farm Loan

BOND:

EXHIBIT B

Section 2.10.58 WY State Lease 42804 (WSL04) Amendment Area Mine Plan

The claim that is included in the WY State Lease 04 Amendment area is as follows:

Amendment Areas	Legal	Total Acres
Wyoming State Lease 42804	SE4SW4, SW4SE4 Section 30 T57N R62W	80
	NE4, E2NW4, SW4, NW4SE4 Section 31T57N R62W	440
	W2NW4 Section 32 T57N R62W	80
		600

Section 2.10.58.1 Outstanding Permit Conditions and General Information

The WY State Lease 42804 surface is owned by 2U Ranch, LLC. An illustration of the mine plan for the claim is presented in Map 2.10.58-1. Mining is expected to start on the proposed portion of the WY State Lease 42804 amendment in 2020. The area has been surveyed/cleared baseline soils, wildlife and vegetation in accordance with WY-DEQ regulations.

WY State Lease 42804 Mining Description

The majority of the ore on the WSL04 claim lies in a single deposit, with only a couple small deposits out-laying. There will be four pit series on the WSL04 claim, labeled on the Mine Map as S4-A through S4-D. Most of the soil associated with mining in the WSL04 claim will be live-spread, however there may be situations which require soil to be stockpiled for later application. It is expected that there will be four areas where overburden will be placed in relation to mining the WSL04 claim. In each area the overburden will be graded and contoured with existing features in order to flow continuously with the existing topography. In addition, each of the areas where overburden is placed will be constructed at an elevation that is within the original USGS contours as not to change the topography more than that indicated on premine USGS maps.

The ore is a continuation of the same deposit that is in the adjacent Jolley Edsall 14 (JE 14) claim (Change #31 to permit 267C). Pit Series S4-A is the southernmost series and is a continuation of mining from the Jolley Edsall claim. Mining will progress from the east (coming from JE 14) to the west. Overburden will be placed near the central portion of the series on the southern edge, the overburden will be contoured into an existing hill to flow with the existing landscape. In addition salvaged soil will be placed near the south-central disturbance edge as well. This pit series will end when it meets the western claim border. Pit Series S4-A is bordered on the north by Pit Series S4-B.

Exhibit B

Pit Series S4-B begins in the northwestern corner of the southwestern portion of the claim (refer to Mine Map for illustration). The mining will progress initially to the southeast for a short time before turning and progressing north for a large portion of the series, eventually turning to the east and wrapping around in a horse-shoe pattern and moving to the west in the central portion of the permit area. Soil will be placed in multiple locations along the mining as illustrated on the mine map. Overburden will be placed near the end of this series, which is also the beginning of Pit Series S4-C.

Pit Series S4-C will begin just west of the end point of pit Series S4-B in the north-central portion of the claim. It is a relatively short pit series. Out of pit overburden pile will be placed on the southern edge of mining near the center of the series. Soil for this series will be placed in along the northeast edge.

Pit series S4-D is located in the southeast portion of the claim north of JE14. It is very small, consisting of only a couple pit cuts. Soil for these pits will be salvage and stored west of the mining and reapplied once mining has concluded.

The soil (0-54" based on Soil Report) will be live-spread on previous pits within that series or stockpiled for future use, depending on the area and pit progression. The permittee will adjust the "general backfilling and handling of overburden in the 'tiered' system" manner as discussed in Section 2.5.3 in order to ensure that the most suitable overburden material lies next to the topsoil. Pits will be backfilled, contoured, topsoiled and seeded per information provided in Section 2.11.3.3 (Reclamation Section).

The mining camp will remain on the disturbance from previous mining where soil has already been salvaged. Sumps will be constructed so potential petroleum spills in this area will be directed to the sumps thereby protecting area surface water. This is consistent with directives written into the permittee's SPCC plan. Any petroleum contaminated soil (PCS) in the area will be removed, hauled and placed in the permittee's permitted PCS treatment site located at the Colony Plant site. The quantity of soil removed will be documented in the permittee's Annual Report.

Section 2.10.58.2 Life of Mining Operations

The permittee expects that the mining operations associated with the WY State Lease 42804 Amendment will extend through 2040.

Section 2.10.58.3 Mining Operation and Progressions

Under the provision outlined in Section 2.10.6, the permittee will be submitting proposed mining disturbance in its 2019 Annual Report.

Section 2.10.58.4 Mine Progression Time Schedule

Under the provisions outlined in Section 2.10.7, the Permittee has presented the previous narration and accompanying illustration (Mine Plan Map 2.10.58-1) to describe the

progression. The permittee also commits to those timing requirements listed in section 2.11.3.3 of Permit 267C. The Mining Map is labeled as Map 2.10.58-1. The majority of soil salvaged during the mining process will be live-spread on the previous mining. Some soil from the mining in the S4 pit series may have soil piled adjacent to the mining. Some roads built in the area will be temporary and where possible be constructed on backfill where soil has already been salvaged, with the exception of landowner requested permanent road(s) which will remain in place once mining is completed.

Section 2.10.58.5 Mining Hydrology

The WY State Lease 42804 amendment covers 600 acres on rolling to hilly terrain with most of the disturbance occurring in the flat open areas located amongst the steeper terrain. The Belle Fourche River is located 0.6 miles to the east, 1.35 miles to the north and 1.6 miles to the northeast since it forms an inverted U-shaped meandering corridor near the permit area. Green Mountain is located in the northwest quarter of the amendment area where the elevation rises to 3,754 feet at the summit. The lowest elevation on the site is 3,585 feet at the southern edge of the site.

Refer to section 2.6.3 regarding general practices regarding drainages within the mining area. One unnamed drainage will be affected by mining in the amendment area. Approximately 1000 yards of this drainage which course through the center of the amendment area from east to west will be affected; the largest pond in the claim spills into this drainage.

In addition the small southern most pond in the amendment area will be mined through and replaced with improvements, including steeper slopes and greater depth.

All pre-mine surface water on the amendment area underwent quarterly baseline water sampling for a year. Results from this sampling can be found in section 2.6.5.24.

General BMP's utilized, concerning discharge, are listed in the Bentonite Performance Minerals' Wyoming General Storm Water Permit for Mining Operations Authorization and are listed in Section 2.10.11-1 of Permit 267C.

In addition, due to the revised Wyoming General Storm Water Permit for Mining Operations Authorization, Bentonite Performance Minerals will be allowed to discharge to "waters of the state" however will be required to monitor discharged water for Total Suspended Solids.

There are surface and ground water right claims within the eight surrounding sections, these water rights are presented in section 2.6.5.24. Bentonite mining takes place at a shallow depth and since groundwater is deep in the area bentonite mining is not expected to affect groundwater.

Section 2.10.58.6 Haul, Access, and Light-Use Roads

Under the provisions outlined in Section 2.10.17 (Volume 13, page 2.10-11), the permittee is required to submit the road types to be constructed in the WY State Lease 42804 Amendment permit application. Roads left as permanent features in the WY State Lease 42804 Amendment area will be upon landowner request. Road construction will be on surface where soil has been salvaged.

Section 2.10.58.7 Topsoil and Subsoil Salvage

The information and commitments in Sections 2.10.8 through 2.10.16 remain current for the WY State Lease 42804 Amendment Area. Disturbance of ten soil communities will take place with an estimated 177 acres of disturbance within the 600 acre project area. Refer to pages 2.7.3.45-10 & 11 or the Soils Map 2.7.3.45-1 for a table listing all projected soil types, affected acreage and salvage depths for the amendment area.

The soil (0-54" based on Soil Report 2.7.3.45) will be live-spread on previous pits within that series or stockpiled for future use, depending on the area and pit progression. The Subsoil will be salvaged and stored separately.

Section 2.10.58.8 Mining Commitments

The information and commitments in Section 2.10.9 through 2.10.23 remain current for the WSL04 Amendment area.

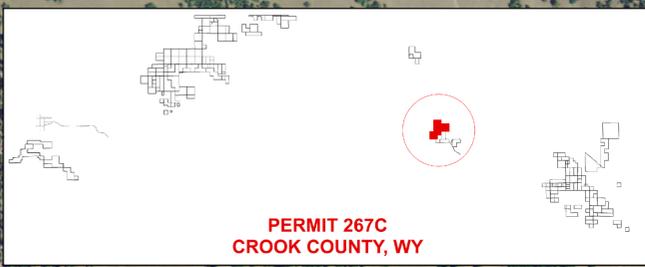
Section 2.10.58.9 Power Transmission and Communication Lines

There are no transmission or communication lines running through the WSL04.

Section 2.10.58.10 Mitigation

Habitat for the northern long-eared bat is present, however in a telephone consultation with WG&F it was decided that mitigation was not necessary for this case where no White Nose Syndrome has been recorded. The proposed mining will have "no effect" on the northern long-eared bat.

Due to the documentation of ground nesting passerines and waterfowl initial ground disturbing activities will occur outside the nesting and early brood rearing time frame of migratory birds (May 1 - July 15) to avoid direct mortality or nest destruction. (Refer to page 2.9.3.45-25 thru 27).



PERMIT 267C
CROOK COUNTY, WY



BENTONITE
Performance Minerals LLC

554 US Highway 212 Belle Fourche, SD 57717

Permit 267C: Colony Mine

WY State Lease 42804 Amendment

SE4SW4 & SW4SE4 in Sec. 30; NE4, E2NW4, SW4 & NW4SE4 in Sec. 31; W2NW4 in Sec. 32 of T57N R62W.

Mine Plan Map 2.10.58-1

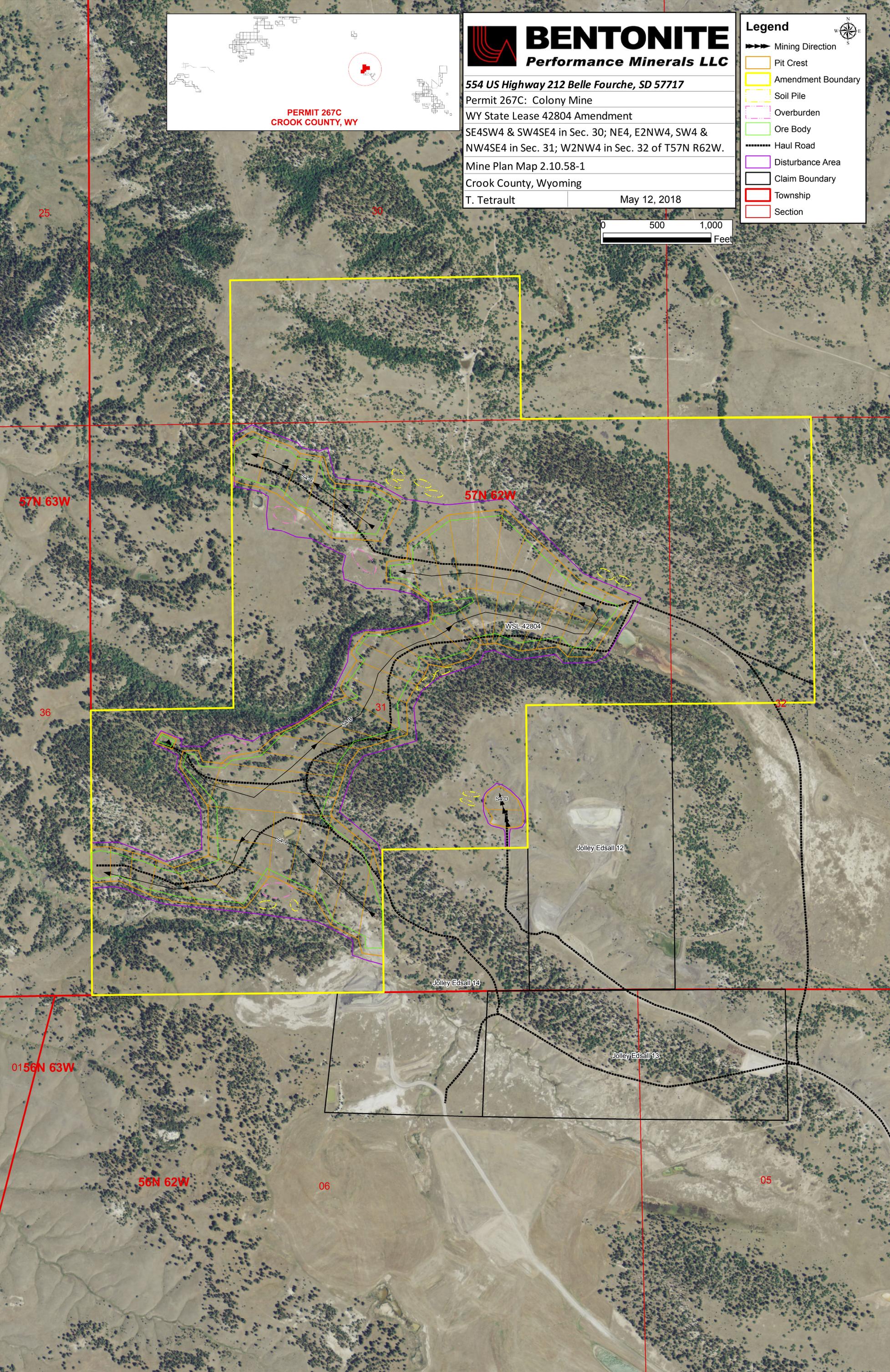
Crook County, Wyoming

T. Tetrault

May 12, 2018

Legend

- Mining Direction
- Pit Crest
- Amendment Boundary
- Soil Pile
- Overburden
- Ore Body
- Haul Road
- Disturbance Area
- Claim Boundary
- Township
- Section



Section 2.11.41 Wyoming State Lease 42804 (WSL04) Amendment Reclamation Plan

The area that is included in the Wyoming State Lease 42804 Amendment area is as follows:

Amendment Areas	Legal	Total Acres
Wyoming State Lease 42804	SE4SW4, SW4SE4 Section 30 T57N R62W	80
	NE4, E2NW4, SW4, NW4SE4 Section 31T57N R62W	440
	W2NW4 Section 32 T57N R62W	80
		600

The WSL04 surface is owned by 2U Ranch, LLC. The area has been surveyed/cleared for baseline soils, wildlife and vegetation in accordance with WY-DEQ regulations.

Section 2.11.41-1 General Reclamation Standards & Practices

The information and commitments in Permit 267C Sections 2.11.1 through 2.11.8.1 remain current for the reclamation operations performed on the Amendment area. Reclamation progress will follow that listed in Section 2.11.3.3. In regards to post-mining slope, topography and through drainage, reclamation on the WSL04 Amendment will not deviate from the standards listed in Section 2.11.4.

Section 2.11.41-2 Permanent Out-of-Pit Overburden

As stated in section 2.11.3.2 of Permit 267C when the permittee creates permanent overburden stockpiles, the reclamation will achieve the performance standards of LQD Non Coal Rules and Regulations including:

- Overburden placement will not occur on native slopes that exceed 20 degrees (approximately 33% or 3:1 slopes)
- Stabilizing the overburden slopes by grading and contouring them to blend with adjacent native and reclaimed lands
- Covering the stabilized overburden with subsoil and topsoil.
- Seeding the topsoil with an approved permanent seed mix.
- Overburden placement will not block ephemeral, intermittent or perennial drainage channels
- Overburden which is placed on pre-Act affected lands will be subject to the other reclamation practices in the reclamation section of the permit.

Specifically regarding the WSL04 Amendment four out of pit overburden piles will be constructed in relation to mining on the WSL04 claim; two will be in relation to Pit series S4-A, one will be in relation to Pit series S4-B and one for S4-C. These post mine features are illustrated on the reclamation map 2.11.41-1. The out of pit overburden will be contoured to match existing topography, be within elevation of original USGS contour intervals and have topsoil, subsoil, or third lift spread over it. This practice is consistent with mining progression Schedule A and Schedule C illustrated in Section 2.10.6 of the permit. The soil (0-54+” based on Soil Report) will be removed and live-spread or stockpiled adjacent to the active mining for reclamation. Seeding will take place in the fall of each year as outlined in Section 2.11.8.

Section 2.11.41-3 Permanent Post-Mining Impoundments

One new permanent post-mine impoundment is planned for the WY State Lease 42804 Amendment area per landowner request. This impoundment will be immediately west of the largest pond found on the Amendment area and can be found illustrated on the Reclamation Plan map 2.11.41-1. In addition, one impoundment will be mined through and enhanced through reclamation with steeper slopes and a greater depth. It is noted in the letter from WG&F has suggested constructing no impoundments, but these recommendations are directly conflicting of the land owner’s desires. Therefore, enhancements will be made, such as steeper slopes and greater depths than what currently exist, but impoundments will still be replaced.

Section 2.11.41-4 Ephemeral Drainage Construction

The information and commitments in Section 2.11.6 remain current for the reclamation operations on the WY State Lease 42804 Amendment area.

Section 2.11.41-5 Subsoil and Topsoil Redistribution Methods and Depths

Refer to section 2.11.7 for general reclamation practices regarding soil management. Topsoil and subsoil depths are delineated in the Soil Section (2.7.3.45). The soil (0-54” based on Soil Report 2.7.3.45) will be live-spread on previous pits within that series or stockpiled for future use (subsoil will be salvaged and stored separately), depending on the area and pit progression. The permittee will adjust the “general backfilling and handling of overburden in the ‘tiered’ system” manner as discussed in Section 2.5.3 in order to ensure that the most suitable overburden material lies next to the topsoil.

Disturbance of ten soil communities within 177 acres of the 600 acre project area will take place. Refer to pages 2.7.3.45-10 & 11 or the Soils Map 2.7.3.45-1 for a table listing all projected soil types, affected acreage and salvage depths for the amendment area.

Section 2.11.41-6 Revegetation & Seed

The information and commitments in Section 2.11.8 remain current for the revegetation process of the WY State Lease 42804 Amendment lands. The Permit 267C approved seed mix (Pages 2.11-16 and 2.11-17) is to be used in the reclamation.

In the correspondence from the WGFD (Section 2.9.3.45, Addendum B), it is recommended that reclamation efforts target restoration of the pre-disturbance shrub components. The permit seed mix is entirely made up of native seeds and offers a variety of forbs, grasses and shrubs (depending on availability) for the permit area. Refer to Reclamation section 2.11 pages 2.11-13 & 2.11-14 for a list of species in seed mix. Specifically shrub species are listed in section 2.11.8.2. Sampling results are presented in the Vegetation section (2.8.8.36). Based on the comment, reclamation plans will include this shrub component.

Section 2.11.41-7 Husbandry Practices on Revegetated Lands

The information and commitments in Sections 2.11.9 through 2.11.11 remain current for the WY State Lease 42804 Amendment area.

Section 2.11.41-8 Fencing

Any fencing removed by the permittee will be temporarily replaced during mining events. Any fencing removed by the permittee will be permanently replaced in equal or better condition of initial fencing as part of the reclamation plan.

Section 2.11.41-9 Hydrologic Restoration

The Wyoming State Lease 42804 amendment covers 600 acres on rolling to hilly terrain with most of the disturbance occurring in the flat open areas located amongst the steeper terrain. The Belle Fourche River is located 0.6 miles to the east, 1.35 miles to the north and 1.6 miles to the northeast since it forms an inverted U-shaped meandering corridor near the permit area. Green Mountain is located in the northwest quarter of the amendment area where the elevation rises to 3,754 feet at the summit. The lowest elevation on the site is 3,585 feet at the southern edge of the site.

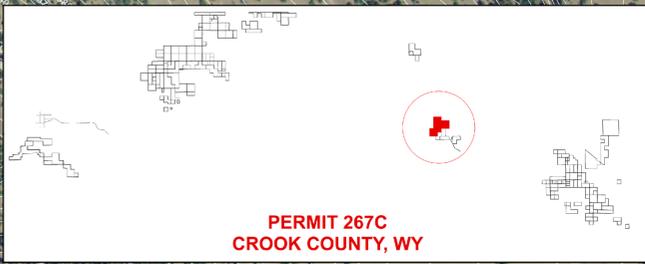
Refer to section 2.6.3 regarding drainages within the mining area.

One unnamed drainage will be affected by mining in the amendment area. Approximately 1000 yards of this drainage which course through the center of the amendment area from east to west will be affected; the largest pond in the claim spills into this drainage. This drainage will be reclaimed back to its original contour with the exception the addition of a pond at the beginning of the drain on the west. This pond will have steeper slopes as well as greater depth than the water that currently collects in that area making a marshy pool.

In addition the small southern most pond in the amendment area will be mined through and replaced with improvements, including steeper slopes and greater depth. See WYG&F correspondence regarding post mine impoundments on private surface.

All surface water on the amendment area underwent quarterly baseline water sampling for a year. Results from this sampling can be found in section 2.6.5.24. Information regarding wetlands in the amendment area can be found in section 2.12-20, this is also where correspondence with USACE can be located as well as illustrations of the wetlands within the amendment area.

General BMP's utilized, concerning discharge, are listed in the Bentonite Performance Minerals' Wyoming General Storm Water Permit for Mining Operations Authorization and are listed in Section 2.10.11-1 of Permit 267C.



PERMIT 267C
CROOK COUNTY, WY



BENTONITE
Performance Minerals LLC

554 US Highway 212 Belle Fourche, SD 57717

Permit 267C: Colony Mine

WY State Lease 42804 Amendment

SE4SW4 & SW4SE4 in Sec. 30; NE4, E2NW4, SW4 & NW4SE4 in Sec. 31; W2NW4 in Sec. 32 of T57N R62W.

Reclamation Map 2.11.41-1

Crook County, Wyoming

T. Tetrault

January 28, 2016



Legend

- Culvert
- New Drainage
- Reclamation Direction
- Pit Crest
- Amendment Boundary
- Overburden
- 10' Contour
- Permanent Road
- Reservoir
- Disturbance Area
- Claim Boundary
- Township
- Section

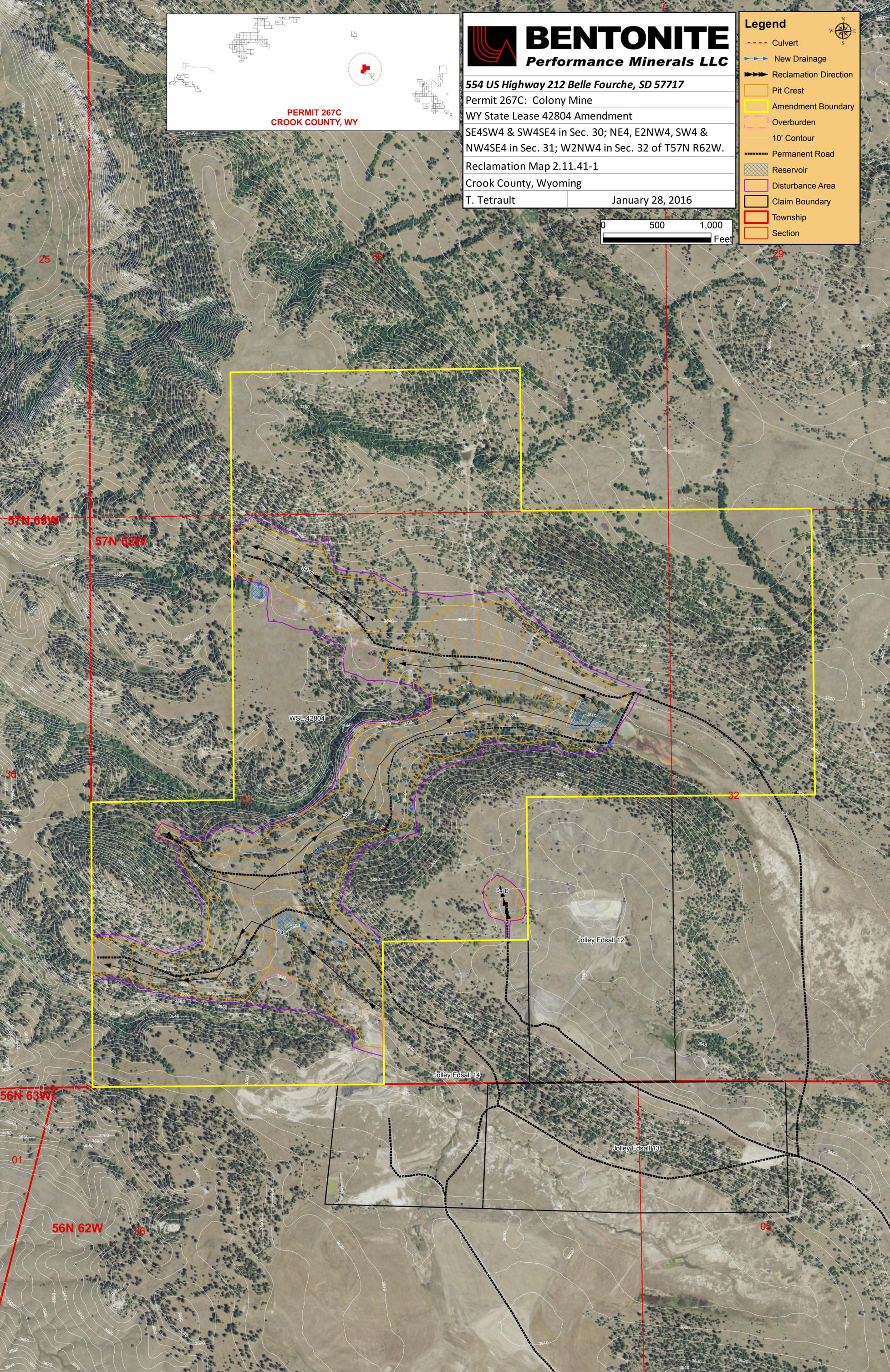
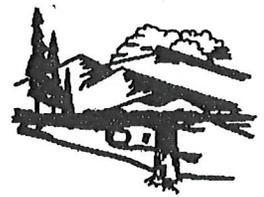


EXHIBIT C



Department of Environmental Quality



To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.

Matthew H. Mead, Governor

Todd Parfitt, Director

June 28, 2016

Ms. Jennifer Hartman
Bentonite Performance Minerals
554 U.S. Highway 212
Belle Fourche, SD 57717

**RE: Completeness Declaration for Bentonite Performance Mineral's (permit no. 267c)
Wyoming State Lease 42804 Amendment (TFN 6 1/197)**

Dear Ms. Hartman:

LQD received a response package to round one completeness comments under your cover letter that arrived in the District III office on May 9, 2016. I have reviewed the responses which adequately address my round one concerns. LQD now declares the amendment application to be **complete** and will move forward with technical review.

The acreage of this amendment application combined with acreage added since the last public notice is less than the 20% threshold for public notice. Thus public notice is not required for this amendment application. Technical review will begin automatically and nothing is required of the mine at this time.

If you have any question please contact me at (307) 673-9337.

Sincerely,

Josh Malmberg
Natural Resources Analyst
LQD District 3

/jm

xc: Cheyenne LQD files

Exhibit C

*More
6/28/16*



EXHIBIT D



BENTONITE

Performance Minerals LLC

Colony, Wyoming Plant

554 US Hwy 212,

Belle Fourche, SD 57717

Phone (307)896-2596/Fax (307)896-4588

September 22, 2017

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
VIA EMAIL**

2U Ranch, LLC

426 Lonesome Country Road
Alzada, Montana 59311

GLAM, LLC

44 Willow Wisp Terrace
Henderson, Nevada 89074

Sextus, LLC

44 Willow Wisp Terrace
Henderson, Nevada 89074

RE: BENTONITE PERFORMANCE MINERALS, LLC SURFACE OWNER CONSENT

Dear Surface Landowners:

This letter is to follow up on the email correspondence between you and Bentonite Performance Minerals, LLC (BPM) on August 14-15, 2017, enclosed with this letter as Exhibit A. As detailed in that correspondence, Mr. Roland Ericsson and Mr. Ronald Ericsson, apparently acting on the behalf of the respective members of 2U Ranch, LLC, Sextus, LLC and GLAM, LLC (collectively the "Surface Landowners"), categorically rejected to even discuss certain terms of a proposed surface use agreement. Mr. Roland Ericsson and Mr. Ronald Ericsson stated in no uncertain terms that critical portions of the proposed surface use agreement were simply non-negotiable, and if BPM was not willing to accept the proposed terms, it should move forward with asking the Wyoming Department of Environmental Quality (DEQ) for an order in lieu of consent. Based on these communications and the more than two years of failed negotiations over a surface use agreement, BPM is moving forward with those proceedings.

As you are aware, BPM owns and leases bentonite underlying certain surface lands owned by 2U Ranch, LLC and Sextus, LLC. BPM is in the process of finalizing the expansion of its existing bentonite mining operations, and said operations will be conducted on surface lands owned by 2U Ranch, LLC. The Surface Use and Haulage Agreement (SUA) formerly providing BPM access across 2U Ranch, LLC surface lands expired by its terms on May 31, 2017. In anticipation of the SUA's expiration, BPM conducted extensive negotiations with you, initiated in February 2015, in an effort to reach an amenable arrangement for all interested

parties. Unfortunately, the negotiations have been unsuccessful, and 2U Ranch, LLC has withheld consent to the proposed mine expansion required to finalize the mine expansion permitting process.

The purpose of this letter is to (1) summarize BPM's negotiation efforts to date, (2) confirm the receipt by all interested parties of the proposed mining and reclamation plan, (3) verify 2U Ranch, LLC's unwillingness to consent to the proposed mining and reclamation plan and (4) inform you of BPM's intention to proceed with completing the mine permitting process absent the consent of 2U Ranch, LLC as prescribed by the Wyoming Environmental Quality Act.

With respect to surface access negotiations, BPM first communicated to you in February 2015 a desire to amend the then-existing SUA to (1) add additional lands not covered by the agreement and (2) extend the term of the SUA, set to expire on May 31, 2017. As evidenced in our considerable correspondence, BPM worked diligently with the Surface Landowners' representatives, primarily Mr. Roland Ericsson, Mr. Ronald Ericsson and Mr. Scott A. Ericsson, for over two years in an effort to reach an accord. The following summarizes the length to which BPM sought to address and accommodate your ever-evolving concerns and demands:

- At your request, BPM agreed to negotiate a new surface access agreement covering all surface lands, rather than amend the existing agreement to incorporate the new surface lands; this demand evolved to require two separate surface use agreements by July 2016; as of August 2017, as the result of the formation of GLAM, LLC and the further subdivision of your surface lands, you now apparently require three separate surface use agreements;
- BPM incorporated your specific requested revisions into the proposed mining and reclamation plan;
- BPM accepted your original \$300/acre surface disturbance payment proposal, a 20% increase from that required by the then-existing SUA; by February 2016, your request increased to \$325/acre, to which BPM agreed;
- BPM agreed to expand and enhance up to 5 existing reservoirs, build 2 additional reservoirs and ponds, and construct permanent ranch roads upon completion of mining; these changes were incorporated into the mining and reclamation plan submitted to the DEQ;
- BPM agreed to construct requested improvements *outside* of the mining and reclamation plan boundary, on lands wholly unaffected by BPM's operations;
- BPM agreed to cease all mining activities during deer hunting season, a significant portion of the calendar year when bentonite mining is possible;
- BPM agreed to reseed disturbed surface lands with specific grasses requested by the respective surface owner;
- BPM agreed to coordinate the harvest of pine trees prior to initiating mining operations, as well as compensate you for other anticipated disturbance; and
- BPM agreed to construct new fences on the boundaries of the Lonesome Country Limited subdivided properties 2U Ranch, LLC and Sextus, LLC.

BPM repeatedly shared requested information and discussed and answered your questions regarding the mining and reclamation plan. BPM listened to your concerns and made significant changes to the mining and reclamation plan to accommodate your concerns. Those

changes are incorporated in the mining and reclamation plan submitted to the DEQ. There is no question that you understood the mining and reclamation plan and had significant opportunity to participate in the entire permitting process.

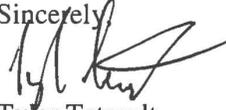
BPM has expended considerable time, effort and resources to include you in this process and inform you regarding our proposed mining and reclamation plan. On January 8, 2016, BPM first provided you with maps of the proposed mining and reclamation operations for your review and input. The maps detailed the proposed surface disturbances and uses, ingress and egress routes, and reclamation. On February 2, 2016, Mr. Scott A. Ericsson and Mr. J. Ronald Ericsson requested substantive revisions to the proposed reclamation plan, enclosed as Exhibit B. BPM incorporated the requested revisions and provided you copies of the revised reclamation plan maps on February 4, 2016, enclosed as Exhibit C. BPM specifically informed you that, pursuant to the proposal, approximately 180 acres of surface lands would be disturbed and approximately one million tons of bentonite mined, enclosed as Exhibit D. BPM further informed you that mining under the new mine plan would commence in 3-6 years, with a projected mine life of twenty years. *Id.* In January 2017, BPM provided you with short-term disturbance maps and projected tonnages to be mined on a yearly basis for the existing operations, enclosed as Exhibit E.

For more than two years, you have had the opportunity to review the mining and reclamation plan and have provided significant input into the plan. In the event that you have misplaced the plan or have forgotten any detail of the plan, I am once again enclosing for your review the complete mining and reclamation plan as submitted to the DEQ, together with all associated permit documentation, enclosed in electronic format as Exhibit F. Given its prodigious size, Exhibit F has only been provided to 2U Ranch, LLC, Sextus, LLC, and GLAM, LLC and not the cc'd parties. The mining and reclamation plan illustrates the full proposed surface use, including proposed routes of ingress and egress, temporary roads, and all areas of associated disturbance, overburden, water, powerlines, and culverts. The mining and reclamation plan details the proposed mining plan, including the mining operation, mining progression and time schedule, as well as the anticipated life of the mine.

The DEQ Land Quality Division has completed its review of and determined adequate the proposed mining and reclamation plan, absent only the consent of surface owner 2U Ranch, LLC. Based on our negotiations and your August 15, 2017 correspondence claiming that certain demands on your part were non-negotiable (*i.e.*, the term of the surface access agreement), we understand that 2U Ranch, LLC will not provide such consent. If this is not the case, please inform BPM immediately as BPM has elected to cease negotiations and obtain an order in lieu of consent from the Wyoming Environmental Quality Council (EQC). A hearing before the EQC will be requested in short order.

During this extended negotiation process, BPM has been more than reasonable in seeking to accommodate the ever-evolving demands of Lonesome Country Limited Corporation, as now rebranded by you as 2U Ranch, LLC, Sextus, LLC and GLAM, LLC. BPM places great value on establishing and maintaining positive and productive working relationships with the surface owners affected by its mining operations. While BPM genuinely regrets that the parties were unable to reach a surface access agreement, BPM is simply unwilling and unable to accept the terms required to date.

Sincerely,



Tyler Tetrault
Mineral Resource Coordinator

cc: Ronald J. Ericsson
ericsson@childselect.com

Anthony & Meredith Tavaglione
tavaglione.meredith@gmail.com

Leslie Cody
lesliecody@cox.net

Roland J. Ericsson
rolandericsson@cox.net

Scott A. Ericsson
scottaericsson@gmail.com

Patricia Ericsson
pericsson1237@gmail.com

EXHIBIT A

From: rolandericsson@cox.net [mailto:rolandericsson@cox.net]

Sent: Tuesday, August 15, 2017 3:07 PM

To: Mazzone, Michael J.

Cc: Ronald J. Ericsson; Scott A. Ericsson; Meredith & Anthony Tavaglione; Leslie Cody

Subject: No Meeting

Hello Michael !

I thought my counter-proposal was clear. Since you are uncertain on some of the provisions, I will attempt to clarify them.

4. You should be familiar with the incentive payment provision since it was a part of the previous BPM agreement. The purpose of the incentive payment is to assure that bentonite is mined and hauled in a timely manner. If nothing is mined or hauled, payment still must be paid. The incentive payment deals only with the haulage and has nothing to do with the disturbance fee.

3. Since the estimated tonnage contained in these mining claims was not provided as requested, it is difficult to determine whether a 20 year term assumption by BPM is accurate or not. It can easily be perceived that BPM would rather have the clay remain in the pits than have it stockpiled at its processing facility. The maximum term of 7 years remains steadfast.

2. Three property owners - three trespass fees.

1. We agreed to a meeting when it was proposed as being a "face to face" meeting. Since BPM has now decided that it does not want a "face to face" meeting, but is insisting upon having an attorney present, the terms of the meeting have changed, and we are not willing to agree to this

change. As clearly and succinctly stated - Attorneys present, NO meeting. You stated in your letter that BPM was acting in good faith. Its actions appear to contradict this statement.

If BPM does not have anyone in its administrative offices who is willing, capable, and authorized to make an independent decision concerning the rights of the surface owners, it looks like the next step is to meet with the Wyoming Environmental Quality Council.

Roland

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From: Ronald Ericsson [<mailto:rjericsson@outlook.com>] **On Behalf Of** Ronald Ericsson
Sent: Tuesday, August 15, 2017 8:58 AM
To: Joel Severin; Jennifer Hartman; Tyler Tetrault
Subject: [EXTERNAL] Fw: RE: BPM--Your proposal of Aug 8

External Sender: Use caution with links/attachments.

From: Ronald Ericsson on behalf of Ronald Ericsson <ericsson@childselect.com>
Sent: Tuesday, August 15, 2017 8:41 AM
To: rolandericsson@cox.net; Scott A. Ericsson; Meredith & Anthony Tavaglione; Leslie Cody
Subject: Re: RE: BPM--Your proposal of Aug 8

No to all four items: No, to having lawyers - no, to putting all three LLCs into one - no, to 20 years - no, to not getting paid at the start of an agreement. No, No, No, No, RJE

From: rolandericsson@cox.net <rolandericsson@cox.net>
Sent: Monday, August 14, 2017 7:51 PM
To: Ronald J. Ericsson; Scott A. Ericsson; Meredith & Anthony Tavaglione; Leslie Cody
Subject: Fw: RE: BPM--Your proposal of Aug 8

-----Original Message-----

From: Mazzone, Michael J.
Date: 8/14/2017 5:03:54 PM
To: 'rolandericsson@cox.net'
Cc: Ronald J. Ericsson; Scott A. Ericsson; Meredith & Anthony Tavaglione; Leslie Cody
Subject: RE: BPM--Your proposal of Aug 8

Roland:

Thank you for the proposal, and thank you for letting me know that your group has confirmed to meet in Las Vegas on Saturday, August 26.

There are a number of items in your proposal that I think the parties may be able to agree on after some back and forth negotiations. However, there are some other things that are serious issues for BPM that, if they are not negotiable, will make our planned meeting a waste of everyone's time. Therefore, I want to get your groups' view on this subset of issues. Here they are:

Lawyer attendance. We believe it is important for lawyers to attend this meeting. We would like to conclude the meeting with a clear and enforceable agreement. We think lawyer attendance is important to achieve this goal. BPM is insisting that at least one of its lawyers attend. Please let me know if you are willing to meet with a BPM lawyer in attendance.

It is not clear to us from the proposal if your group is seeking \$0.28 *per owner* for hauling such that, if we haul from point A to point B and cross the property of all three owners, BPM would be required to pay \$0.84/ton for hauling. Please let me know if this is what your group is proposing. If it is, please let me know if your group is willing to cap the total amount that BPM pays for hauling at \$0.28 (regardless of the number of owners). The rate of \$0.28 is already quite a bit above market.

BPM's assumption is that it will take 20 years to mine its bentonite. Therefore, a seven year term will not work for us. Please let me know if your group is willing to consider a 20-year term.

Is the incentive payment expected to be an advance payment of hauling fees and surface disturbance payments or is it being requested on top of these other fees?

BPM needs your input on these four items. We've not yet made travel arrangements for the Las Vegas meeting. If your proposal on these items is non-negotiable, I'm afraid we will need to cancel the meeting and proceed another way.

I look forward to hearing from you.

MJM

haynesboone

Michael J. Mazzone

Partner

michael.mazzone@haynesboone.com

Haynes and Boone, LLP

1221 McKinney Street

Suite 2100

Houston, TX 77010

(t) 713.547.2115

(f) 713.236.5662

(m) 713.205.6625

[vCard](#) | [Bio](#) | [Website](#)

From: rolandericsson@cox.net [<mailto:rolandericsson@cox.net>]

Sent: Tuesday, August 08, 2017 1:25 PM

To: Mazzone, Michael J.

Cc: Ronald J. Ericsson; Scott A. Ericsson; Meredith & Anthony Tavaglione; Leslie Cody

Subject: BPM counterproposal



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EXHIBIT B

Tyler Tetrault

From: Scott Ericsson <scottaericsson@gmail.com>
Sent: Tuesday, February 02, 2016 9:24 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: FW: [EXTERNAL] Logging on BMP mining areas
Attachments: Mine Plan - edited.pdf

Tyler:

Attached is the revised mining map. Thanks, Scott

On Tue, Feb 2, 2016 at 10:23 AM, Scott Ericsson <scottaericsson@gmail.com> wrote:

Tyler:

Attached are some questions and comments regarding the mining and reclamation maps. I will have to send the revised mining map separately due to size limitations on your server. When do you want to resume negotiations on the Amendment to Surface Use? Best, Scott

On Tue, Feb 2, 2016 at 10:18 AM, Scott Ericsson <scottaericsson@gmail.com> wrote:

Tyler:

Attached are some questions and comments regarding the mining and reclamation maps. When do you want to resume negotiations on the Amendment to Surface Use? Best, Scott

On Mon, Feb 1, 2016 at 10:22 AM, Scott Ericsson <scottaericsson@gmail.com> wrote:

Tyler:

Sorry for the delay in responding, but I have been at a conference in San Diego. I will review the mining plan and get back to you tomorrow after I have discussed it with Ronald. Best, Scott

On Mon, Jan 25, 2016 at 2:56 PM, Tyler Tetrault <Tyler.Tetrault@halliburton.com> wrote:

All,

Did either of you have a chance to look over the mine plan and reclamation plan maps that I sent out earlier this month? I was just curious of what your thoughts, issues or inputs might be on the plans. Please let me know when you get a chance so we can begin finalizing the maps for permitting. Thank you.

Tyler Tetrault
Bentonite Performance Minerals, LLC
Colony, WY
307-896-8532

From: Tyler Tetrault
Sent: Friday, January 08, 2016 12:51 PM
To: 'Ronald Ericsson'; scottaericsson@gmail.com
Cc: Joel Severin; Jennifer Hartman
Subject: RE: [EXTERNAL] Logging on BMP mining areas

Ron and Scott,

Attached is the mine plan map for your review. This includes the total disturbance for the new area, which would be the most disturbance that would occur due to mining. Actual disturbance could be less once mining begins, as we tend to have a larger disturbance area submitted to DEQ because that is the "sandbox" in which DEQ holds us to unless we update our plan in the future. Also, depending upon jurisdictional determination from the Army Corps of Engineers, our mining could decrease in size if specific areas are deemed as "wetlands" and therefore cannot be disturbed. If this is the case, we will submit new maps to both of you for review of the new mining plan and disturbance. Please let me know if you have any questions. I will send a second email with the reclamation plan. Thanks.

Tyler Tetrault
Bentonite Performance Minerals, LLC
Colony, WY
307-896-8532

From: Ronald Ericsson [<mailto:ericsson@childselect.com>]
Sent: Monday, January 04, 2016 9:36 AM
To: Tyler Tetrault; scottaericsson@gmail.com <<mailto:scottaericsson@gmail.com>>
Subject: RE: [EXTERNAL] Logging on BMP mining areas

TYLER,

Scott and I are in Texas and I did not bring all of the files/maps from Halliburton and Colloid over mining areas. Please provide us with the map of the proposed new area to be mined.

Now with timber sales - mining income – and hunting these three sources of income are greater than income from grazing. It is nice to have land with diversity so as to not be totally dependent on grass. RJE
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From: Tyler Tetrault<<mailto:Tyler.Tetrault@halliburton.com>>
Sent: Thursday, December 31, 2015 1:06 PM
To: Ronald Ericsson<<mailto:ericsson@childselect.com>>
Cc: scottaericsson@gmail.com<<mailto:scottaericsson@gmail.com>>; Bill Coburn<<mailto:bcoburn@spearfishfp.com>>; rolandericsson@cox.net<<mailto:rolandericsson@cox.net>>; Joel Severin<<mailto:Joel.Severin@Halliburton.com>>
Subject: RE: [EXTERNAL] Logging on BMP mining areas

Ronald,

I sent Bill a shapefile earlier this year that included the areas to be mined in the new agreement and it sounds like that will be the areas that will begin logging in January. Maybe we can look at the area this coming summer after it has been logged and discussed terms for the new agreement in regards to non-timber tress. However, we can begin discussions sooner if you would like. Thanks.

Tyler.

Tyler Tetrault
Bentonite Performance Minerals, LLC
Colony, WY
[307-896-8532](tel:307-896-8532)

From: Ronald Ericsson [<mailto:ericsson@childselect.com>]
Sent: Thursday, December 31, 2015 11:58 AM
To: Tyler Tetrault; scottaericsson@gmail.com<<mailto:scottaericsson@gmail.com>>; rolandericsson@cox.net<<mailto:rolandericsson@cox.net>>; Bill Coburn
Subject: FW: [EXTERNAL] Logging on BMP mining areas

Tyler,

In addition to what Bill wrote in his email below please provide him with the areas to be mined in the upcoming new agreement with Halliburton as we want timber trees there to be logged (100%). Either these timber trees get logged or destroyed when the mines are opened.

We will discuss with Halliburton later about putting in the agreement compensation for non-timber tress that will be permentaly removed when mining starts. This as never been an issue until now as all mining in the past as been in areas without trees. We have come to terms with Colloid over this same issue. RJE

Sent from Mail<https://urldefense.proofpoint.com/v2/url?u=http-3A_go.microsoft.com_fwlink_-3FLinkId-3D550986&d=CwMFaQ&c=PskvixtEUDK7wuWU-tlg6oKuGYBRbrMXk2FZvF0UfTo&r=14SoV5Uc2tXTvbQJtJf1TwtTdEFP1X5M4bZJLs4S8QM&m=nJ2uMt45OOOHpgqD7Y22rKFXAZVCja4aYNkQ5E8oFIw&s=Izdo4K5SGUDvOIRdh0_cYrsAqsSBjbXlx17jxavvUW8&c=>> for Windows 10

From: Bill Coburn<mailto:bcoburn@spearfishfp.com>
Sent: Wednesday, December 30, 2015 4:28 PM
To: 'Ronald Ericsson'<mailto:ericsson@childselect.com>
Subject: FW: [EXTERNAL] Logging on BMP mining areas

FYI

From: Bill Coburn [mailto:bcoburn@spearfishfp.com]
Sent: Wednesday, December 30, 2015 12:23 PM
To: Tyler Tetrault
Subject: Re: [EXTERNAL] Logging on BMP mining areas

Hi Tyler,

We appeared to have worked out an agreement with the Ericsson's on their timber. I have your proposed pit layout on our timber sale map. We plan whole tree harvesting all of the commercial trees within the boundary of the proposed pit. Hopefully we will have a contractor get started in late January. If you need anything or having anything to add that we should know about please contact me.

Bill Coburn

On Wed, Jul 15, 2015 at 8:30 AM, Tyler Tetrault
<Tyler.Tetrault@halliburton.com<mailto:Tyler.Tetrault@halliburton.com>> wrote:
Here you go Bill. Please let me know if you have questions or troubles with the file. Thank you.

Tyler Tetrault
Bentonite Performance Minerals, LLC
Colony, WY
[307-896-8532](tel:307-896-8532)<tel:[307-896-8532](tel:307-896-8532)>

From: Bill Coburn [mailto:bcoburn@spearfishfp.com<mailto:bcoburn@spearfishfp.com>]
Sent: Wednesday, July 15, 2015 6:41 AM
To: Tyler Tetrault

Subject: RE: [EXTERNAL] Logging on BMP mining areas

Tyler,
NAD_83_UTM_Zone_13N. Thanks for your quick response.

Bill Coburn
Certified Forester
Neiman Timber Co.

PO Box 910
Spearfish, SD
57783

[605-642-7741](tel:605-642-7741) ext. 220<tel:605-642-7741%20ext.%20220>
645-1199

[cid:image001.jpg@01CF223F.4A478980]

From: Tyler Tetrault [mailto:Tyler.Tetrault@halliburton.com]
Sent: Wednesday, July 15, 2015 6:35 AM
To: Scott Ericsson; bcoburn@spearfishfp.com<mailto:bcoburn@spearfishfp.com>
Cc: Joel Severin
Subject: RE: [EXTERNAL] Logging on BMP mining areas

I think that yesterday's meeting went well for the initial phases of planning. I will send Bill Coburn a shapefile of our disturbance area for our mining sequence. Bill is there a certain projection that you would like the shapefile in? Please let me know what will work best for you. Thank you

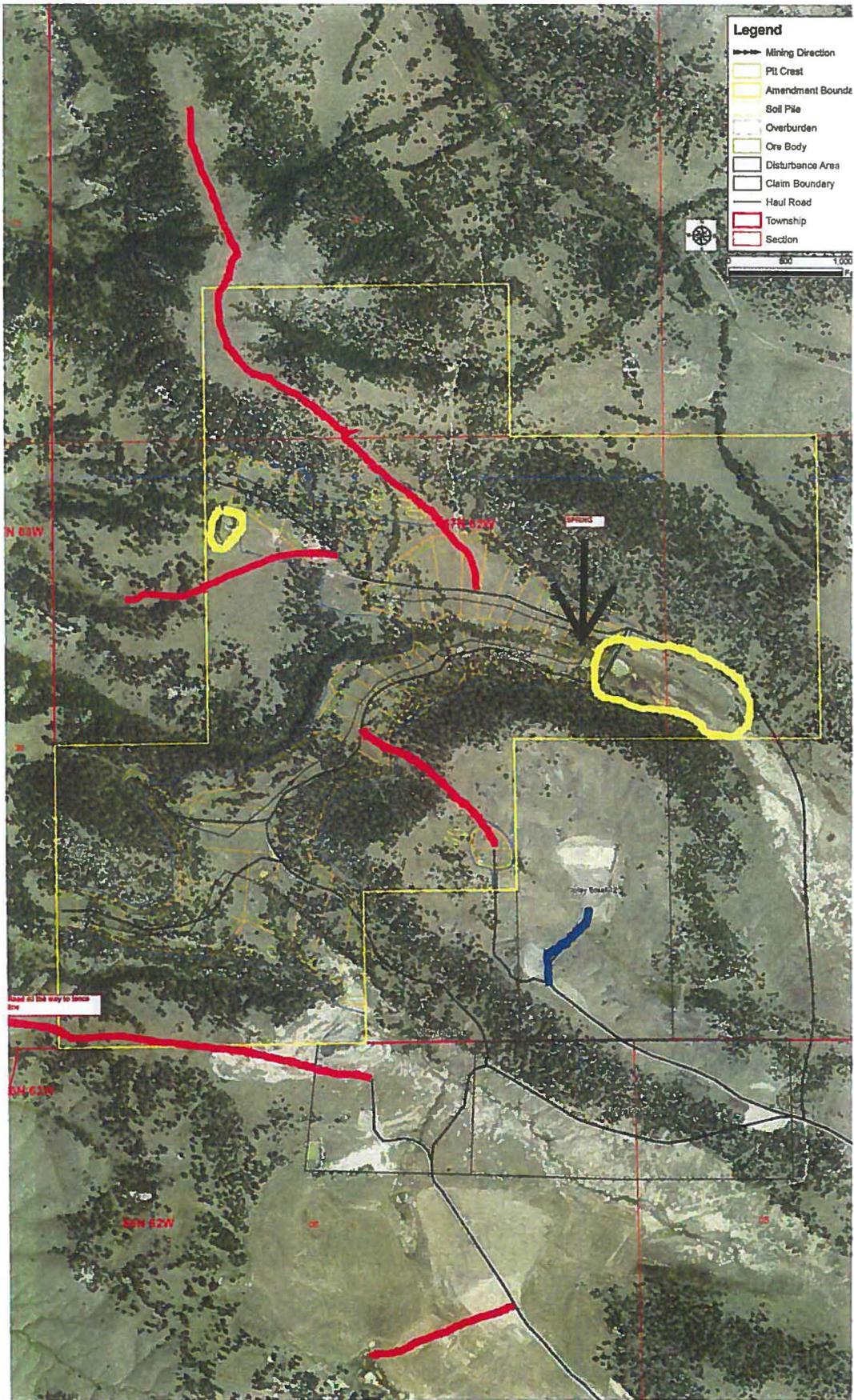
Tyler Tetrault
Bentonite Performance Minerals, LLC
Colony, WY
[307-896-8532](tel:307-896-8532)<tel:307-896-8532>

From: Scott Ericsson [mailto:scottaericsson@gmail.com]
Sent: Tuesday, July 14, 2015 4:41 PM
To: Joel Severin; Tyler Tetrault; bcoburn@spearfishfp.com<mailto:bcoburn@spearfishfp.com>
Subject: [EXTERNAL] Logging on BMP mining areas

Joel and Tyler:

I think that we had a productive meeting today. Bill Coburn the Certified Forester, Procurement Forester for Neiman Timber Co., L.C. requested that you send the ArcGIS shapefiles of where you will be mining and the trees that will need to be removed in order for him to calculate the logging. Cheers, Scott

This e-mail, including any attached files, may contain confidential and privileged information for the sole use of the intended recipient. Any review, use, distribution, or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive information for the intended recipient), please contact the sender by reply e-mail and delete all copies of this message.



Tyler:

We have reviewed the mining and reclamation maps and have the following questions and comments (see attached revised mining map):

Your map shows a spring being mined on the other side of the dam by the long reservoir (approximately lat 44.890169⁰ and lon -104.334118⁰) which we want left intact (thick black arrow indicates location).

Your reclamation map shows one reservoir to be rebuilt, but will the other two reservoirs that you are mining right next to be rebuilt (circled with thick yellow lines)?

Can areas that are to be reseeded be sloped such that it is possible to harvest the grass seed with a combine.

We would like as many reservoirs that can be built. Can the mining pits be reclaimed as reservoirs?

The mining map shows a pit where the new haul road was constructed, does this necessitate that this road be moved?

We would like most of the mining roads to be converted to two-track roads. New two track roads are indicated with thick red lines and a road to be removed shown with thick blue line.

We would also like additional two-track roads to be built to access parts of the ranch that are not shown on the revised mining map. These areas of the ranch are in thick yellow circles on the below map. The smaller circle is a reservoir that needs to have road access.

Thanks, Scott

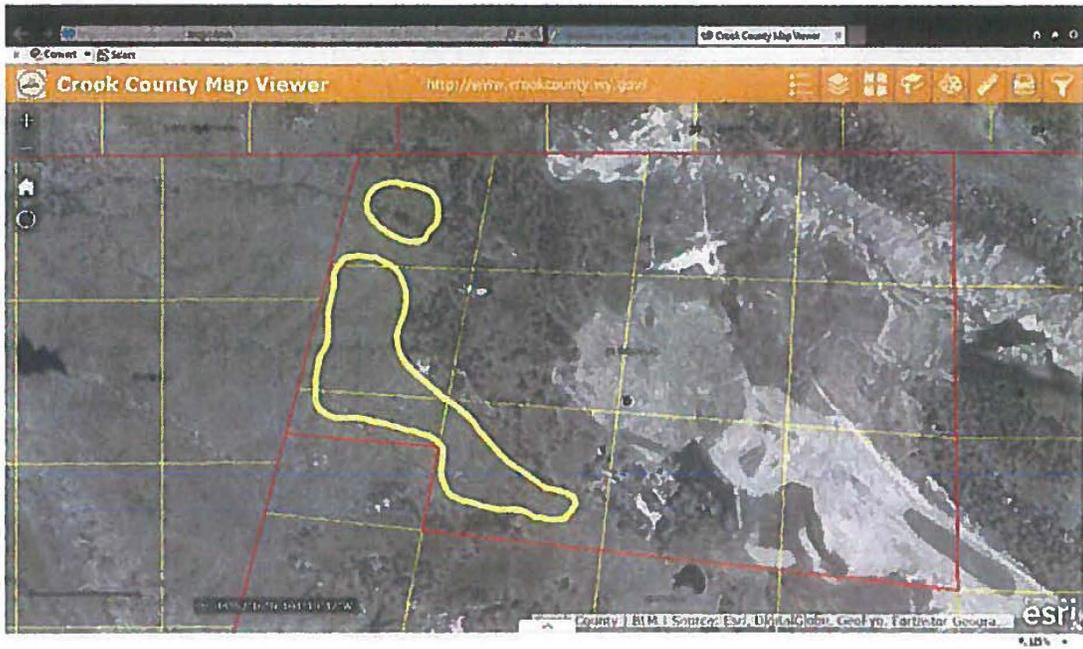


EXHIBIT C

Tyler Tetrault

From: Scott Ericsson <scottaericsson@gmail.com>
Sent: Thursday, February 04, 2016 1:10 PM
To: Tyler Tetrault
Subject: Re: FW: FW: [EXTERNAL] Logging on BMP mining areas

Tyler:

Ron and I will go over this tonight and I will email you tomorrow. Scott

On Thu, Feb 4, 2016 at 10:13 AM, Tyler Tetrault <Tyler.Tetrault@halliburton.com> wrote:

Scott,

Attached is the revised reclamation map, as I did not change the mine map. Please review with the additional ponds and permanent roads. As mentioned before, we will construct the other roads that are not on ACC's permit but DEQ does not want to see these roads on a map, as it is more contractor work and not mining related. Please complete the surface owner consent form that is attached and scan back to me or mail when you get a chance. I will follow this email up with the word document you sent earlier and answers to your questions so we have some documentation of what was discussed. Thank you and let me know if you have any questions.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – [307-896-8532](tel:307-896-8532)
Cell – [307-622-6932](tel:307-622-6932)

From: Scott Ericsson [<mailto:scottaericsson@gmail.com>]
Sent: Wednesday, February 03, 2016 7:48 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: FW: [EXTERNAL] Logging on BMP mining areas

Tyler:

I will try and call you this morning after I finish lecturing. I have attached the edited mining map in which I added one more two-track road. Thanks, Scott

On Tue, Feb 2, 2016 at 11:13 AM, Tyler Tetrault
<Tyler.Tetrault@halliburton.com<<mailto:Tyler.Tetrault@halliburton.com>>> wrote:
Scott,

I just got done reviewing your comments and edits you just sent back. I was wondering if you were available sometime today for a phone call to further discuss some of the items you brought up. We just want to get some

Tyler Tetrault

From: Tyler Tetrault
Sent: Thursday, February 04, 2016 9:09 AM
To: 'Scott Ericsson'
Cc: Roland Ericsson
Subject: RE: FW: [EXTERNAL] Logging on BMP mining areas
Attachments: Rec Map 4.zip; REVISED noncoal-Surface-Owner-Consent-Form-8.pdf

Scott,

Attached is the revised reclamation map, as I did not change the mine map. Please review with the additional ponds and permanent roads. As mentioned before, we will construct the other roads that are not on ACC's permit but DEQ does not want to see these roads on a map, as it is more contractor work and not mining related. Please complete the surface owner consent form that is attached and scan back to me or mail when you get a chance. I will follow this email up with the word document you sent earlier and answers to your questions so we have some documentation of what was discussed. Thank you and let me know if you have any questions.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – 307-896-8532
Cell – 307-622-6932

From: Scott Ericsson [mailto:scottaericsson@gmail.com]
Sent: Wednesday, February 03, 2016 7:48 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: FW: [EXTERNAL] Logging on BMP mining areas

Tyler:

I will try and call you this morning after I finish lecturing. I have attached the edited mining map in which I added one more two-track road. Thanks,
Scott

On Tue, Feb 2, 2016 at 11:13 AM, Tyler Tetrault <Tyler.Tetrault@halliburton.com> wrote:

Scott,

I just got done reviewing your comments and edits you just sent back. I was wondering if you were available sometime today for a phone call to further discuss some of the items you brought up. We just want to get some clarification for some of these items. Please let me know if that works for you. Thank you.

SURFACE LANDOWNER'S CONSENT

I, _____, CERTIFY that I hold surface access rights on the following lands on which Bentonite Performance Minerals holds mineral estate rights:

<u>SE4SW4, SW4SE4</u>	Section <u>30</u> ,	T. <u>57</u>	N., R. <u>62</u>	W.
<u>NE4, NE2NW4, SW4, NW4SE4</u>	Section <u>31</u> ,	T. <u>57</u>	N., R. <u>62</u>	W.
<u>W2NW4</u>	Section <u>32</u> ,	T. <u>57</u>	N., R. <u>62</u>	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 Tyler Tetrault, BPM, 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 _____ day of _____, 20_____.

Surface Landowner (Signature)

Name (printed or typed)

Witness (Signature) (Date)

Witness Name (printed or typed)

Tyler Tetrault

From: Tyler Tetrault
Sent: Thursday, February 04, 2016 2:03 PM
To: 'Scott Ericsson'
Cc: 'ericsson@childselect.com'
Subject: RE: [EXTERNAL] Re: Surface Owner Form
Attachments: BPM - Response to mining and reclamation maps.docx

Scott,

Attached is the response to the questions you had with mining, reclamation, roads, reservoirs, etc. Please let me know if you feel something is not correct on the attachment. Thank you.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – 307-896-8532
Cell – 307-622-6932

From: Scott Ericsson [mailto:scottaericsson@gmail.com]
Sent: Thursday, February 04, 2016 1:17 PM
To: Tyler Tetrault
Subject: [EXTERNAL] Re: Surface Owner Form

Tyler:

The form did not come through to my email. Also you inadvertently send the emails to Roland not Ronald. Thanks, Scott

On Thu, Feb 4, 2016 at 10:14 AM, Tyler Tetrault <Tyler.Tetrault@halliburton.com> wrote:
I needed to send separate emails as the first one was too large.

From: Tyler Tetrault
Sent: Thursday, February 04, 2016 9:08 AM
To: 'Scott Ericsson'
Cc: Roland Ericsson
Subject: RE: FW: [EXTERNAL] Logging on BMP mining areas

Scott,

Attached is the revised reclamation map, as I did not change the mine map. Please review with the additional

ponds and permanent roads. As mentioned before, we will construct the other roads that are not on ACC's permit but DEQ does not want to see these roads on a map, as it is more contractor work and not mining related. Please complete the surface owner consent form that is attached and scan back to me or mail when you get a chance. I will follow this email up with the word document you sent earlier and answers to your questions so we have some documentation of what was discussed. Thank you and let me know if you have any questions.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – 307-896-8532
Cell – 307-622-6932

From: Scott Ericsson [mailto:scottaericsson@gmail.com]
Sent: Wednesday, February 03, 2016 7:48 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: FW: [EXTERNAL] Logging on BMP mining areas

Tyler:

I will try and call you this morning after I finish lecturing. I have attached the edited mining map in which I added one more two-track road. Thanks, Scott

On Tue, Feb 2, 2016 at 11:13 AM, Tyler Tetrault
<Tyler.Tetrault@halliburton.com<mailto:Tyler.Tetrault@halliburton.com>> wrote:
Scott,

I just got done reviewing your comments and edits you just sent back. I was wondering if you were available sometime today for a phone call to further discuss some of the items you brought up. We just want to get some clarification for some of these items. Please let me know if that works for you. Thank you.

From: Scott Ericsson [mailto:scottaericsson@gmail.com<mailto:scottaericsson@gmail.com>]
Sent: Tuesday, February 02, 2016 9:23 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: FW: [EXTERNAL] Logging on BMP mining areas

Tyler:

Attached are some questions and comments regarding the mining and reclamation maps. I will have to send the revised mining map separately due to size limitations on your server. When do you want to resume negotiations on the Amendment to Surface Use? Best, Scott

On Tue, Feb 2, 2016 at 10:18 AM, Scott Ericsson
<scottaericsson@gmail.com<mailto:scottaericsson@gmail.com>> wrote:
Tyler:

Attached are some questions and comments regarding the mining and reclamation maps. When do you want to

Tyler:

Scott:

We have reviewed the mining and reclamation maps and have the following questions and comments (see attached revised mining map):

Your map shows a spring being mined on the other side of the dam by the long reservoir (approximately lat 44.890169⁰ and lon -104.334118⁰) which we want left intact (thick black arrow indicates location). **As we discussed on the phone, BPM will mine through the spring area and reclaim a reservoir when completed. This reservoir will collect any water that spills from the current reservoir to the east and additional water from the spring.**

Your reclamation map shows one reservoir to be rebuilt, but will the other two reservoirs that you are mining right next to be rebuilt (circled with thick yellow lines)? **BPM will rebuild one reservoir, construct a new reservoir as discussed above. BPM will also increase the size of the reservoir in the northwest that is adjacent to mining and clean the large reservoir in the northeast area.**

Can areas that are to be reseeded be sloped such that it is possible to harvest the grass seed with a combine. **BPM will reclaim the sloped area at a 5:1 ratio and should still be able to harvest grass seed from the reclaimed area.**

We would like as many reservoirs that can be built. Can the mining pits be reclaimed as reservoirs? BPM will construct a new reservoir at the spring area. **BPM can also add new reservoirs once mining has commenced with the revision of a reclamation plan. This item will be discussed on the ground between the BPM and LC to determine new locations if applicable.**

The mining map shows a pit where the new haul road was constructed, does this necessitate that this road be moved? **BPM will have to temporary move the road that ACC installed in order to recover the bentonite beneath the road. Once mining has been completed in this area, BPM will move the road back to the original location.**

We would like most of the mining roads to be converted to two-track roads. New two track roads are indicated with thick red lines and a road to be removed shown with thick blue line. **BPM will reclaim mining roads to narrower roads for landowner access. BPM will also create new roads as agreed upon between BPM and LC. However, BPM cannot create new roads that are in ACC's permit that is south of BPM's permit. Construction of new roads that are not part of mining operations should be discussed with LC to agree upon correct locations for landowner accessibility. BPM will also reclaim the road identified in blue on the revised map.**

EXHIBIT D

Tyler Tetrault

From: Tyler Tetrault
Sent: Friday, February 05, 2016 10:38 AM
To: 'Scott Ericsson'
Cc: 'ericsson@childselect.com'
Subject: RE: [EXTERNAL] Re: Surface Owner Form

Scott,

The total disturbed acres for the mine plan and reclamation plan that I sent is 180 acres. Keep in mind that this would be the most acres we would disturb and actual disturbance is typically less. This is due to the fact that when we permit something, the proposed disturbance is the boundary in which we are permitted to disturb and therefore we tend to make it larger to avoid re-permitting an area because our proposed disturbance is too small. Also, this disturbance does not include the additional roads that LC would like built that are not associated with mining. In this permit application there are approximately 1,000,000 tons based upon current drilling results. As far as mining commencing in this amendment package, it could be anywhere from 3-6 years, which is dependent upon market demands. The same can be said for duration of mining which could take anywhere from 15-20 years to complete. We are planning on incorporating more of bentonite from this area into our current and future clay uses. I discussed the additional reservoirs with Joel and he believes that there is not enough drainage to make the additional reservoirs beneficial, as they would not catch enough runoff. However, reclamation plans can be revised later on to include reservoirs if we find additional water resources once mining has begun. Additionally, LQD will most likely be hesitant to approve reclamation plans that have 4 additional reservoirs on a map at the same time but if we sneak another pond in the future, we seem to have better success when revising the plans to add ponds. As far as the surface owner consent, this is what is required by DEQ in the permitting process before we can begin mining. However, we need to have an agreement in place between BPM and LC to mine the new area. The current agreement will expire before we will mine this area. When we begin the new agreement, we will include these lands in the new agreement once finalized. So in a sense we are going a little different route with the surface owner consent first but we are looking at getting permit process started while we continue with the surface agreement renewal. As I believe we agreed that the new agreement will start once the current one expires but we will continue discussions for language in the new agreement.

Thank you and please let me know if you have any questions.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – 307-896-8532
Cell – 307-622-6932

From: Scott Ericsson [mailto:scottaericsson@gmail.com]
Sent: Friday, February 05, 2016 9:23 AM
To: Tyler Tetrault; Ronald Ericsson
Subject: Re: [EXTERNAL] Re: Surface Owner Form

Tyler:

I talked to Ron and he would like to know the total number of acres that will be disturbed, the number of tons of bentonite that will be mined and the time frame (mining start and end dates). I have attached a revised

reclamation map with three additional ponds (illustrated by solid blue circles). See if you think this will work and whether there is adequate watershed to fill these ponds. Are we not putting the cart before the horse if we give surface landowners consent before we have agreed on the amended surface use agreement? Thanks, Scott

On Thu, Feb 4, 2016 at 3:02 PM, Tyler Tetrault <Tyler.Tetrault@halliburton.com> wrote:

Scott,

Attached is the response to the questions you had with mining, reclamation, roads, reservoirs, etc. Please let me know if you feel something is not correct on the attachment. Thank you.

Tyler Tetrault

Bentonite Performance Minerals, LLC

554 US HWY 212

Belle Fourche, SD 57717

Office – 307-896-8532

Cell – 307-622-6932

From: Scott Ericsson [<mailto:scottaericsson@gmail.com>]

Sent: Thursday, February 04, 2016 1:17 PM

To: Tyler Tetrault

Subject: [EXTERNAL] Re: Surface Owner Form

Tyler:

The form did not come through to my email. Also you inadvertently send the emails to Roland not Ronald. Thanks, Scott

EXHIBIT E

Tyler Tetrault

From: Tyler Tetrault
Sent: Tuesday, January 10, 2017 9:24 AM
To: 'Scott Ericsson'
Cc: ericsson@childselect.com; Joel Severin
Subject: RE: [EXTERNAL] LAND DISTURBED =2016
Attachments: 3 Year Dist.pdf

Scott,

Attached is a map that illustrates the areas we would disturb in the next 3 years. We will continue mining the pit sequences that are adjacent to the current pits that are on the 2015 aerial image map. We plan on mining 50,000 tons each year, which part would come from 2U Ranch and from Sextus. Please let me know if you have any questions the attached map. Thank you.

Tyler Tetrault

Associate Environmental Specialist

554 Us Hwy 212
Belle Fourche, SD 57717
Email: tyler.tetrault@halliburton.com
Office: +1 307-896-8532
Mobile: +1 307-622-6932

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HALLIBURTON | Member

From: Scott Ericsson [<mailto:scottaericsson@gmail.com>]
Sent: Monday, January 09, 2017 4:33 AM
To: Tyler Tetrault
Cc: ericsson@childselect.com; Joel Severin
Subject: Re: [EXTERNAL] LAND DISTURBED =2016

External Sender: Use caution with links/attachments.

Tyler:

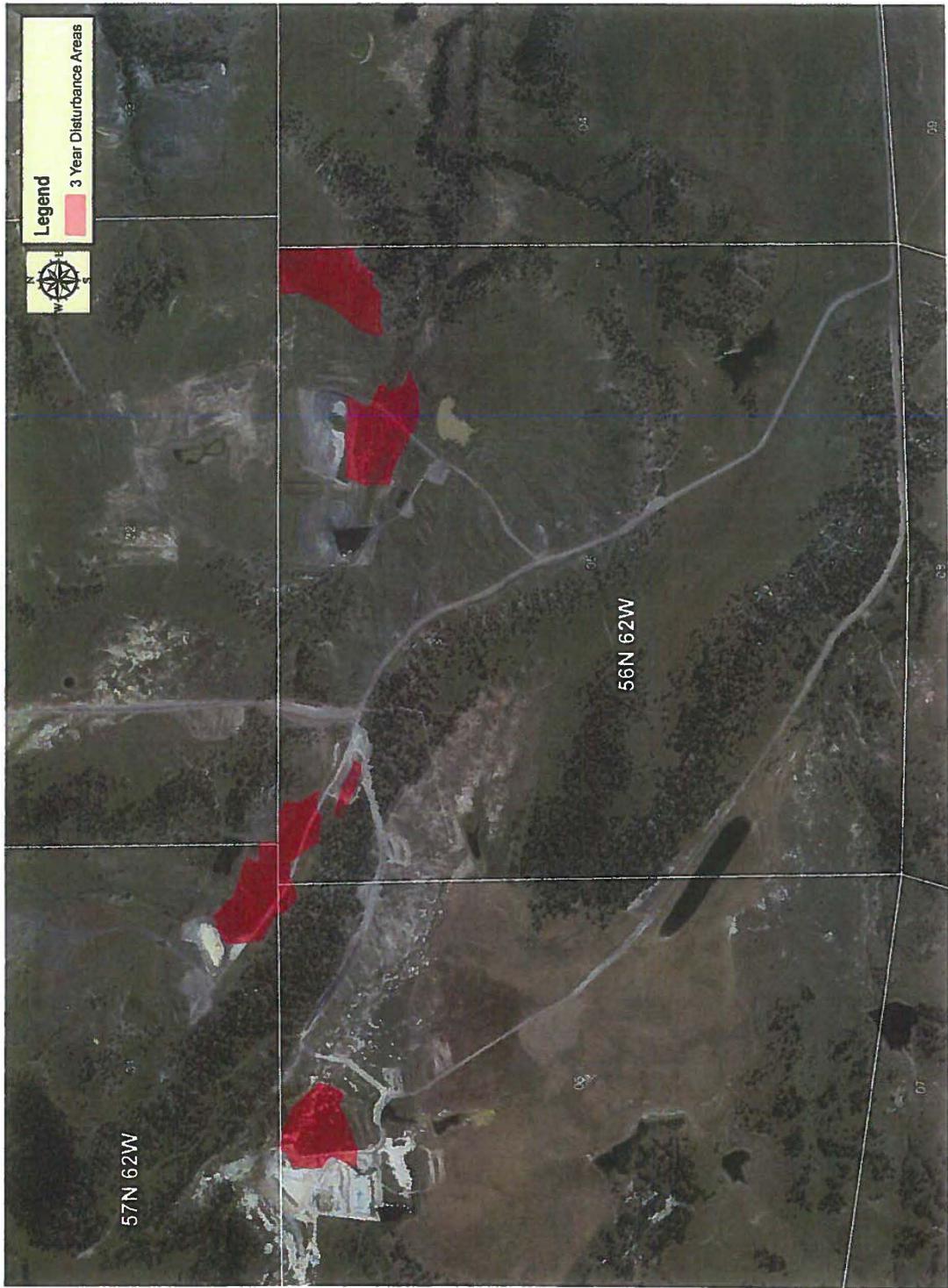


EXHIBIT E



*Colony, Wyoming Plant
554 US Hwy 212,
Belle Fourche, SD 57717
Phone (307)-896-2596
Fax (307)896-4588*

May 24, 2018

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

2U Ranch, LLC
426 Lonesome Country Road
Alzada, Montana 59311

**RE: BENTONITE PERFORMANCE MINERALS, LLC SURFACE OWNER
CONSENT**

Dear Surface Landowner:

As you are aware, Bentonite Performance Minerals, LLC (BPM) is the leasehold owner of bentonite underlying certain surface lands owned by 2U Ranch, LLC. BPM is in the process of finalizing the expansion of its existing bentonite mining operations to include these leased lands, and operations associated with this expansion will be conducted on surface lands owned by 2U Ranch, LLC.

The purpose of this letter is to (1) confirm the receipt by you of the revised mining and reclamation plans, (2) request your consideration and ultimate consent to the proposed mining and reclamation plans and (3) inform you that if 2U Ranch, LLC is unwilling to give consent, BPM would be required to proceed with completing the mine permitting process as prescribed by the Wyoming Environmental Quality Act.

Enclosed for your review is the complete mining and reclamation plans as submitted to the Wyoming Department of Environmental Quality. The mining and reclamation plans illustrate the full proposed surface use, including proposed routes of ingress and egress, temporary roads, and all areas of associated disturbance, overburden, water, powerlines, and culverts. The mining and reclamation plans detail the proposed mining plan, including the mining operation, mining progression and time schedule, as well as the anticipated life of the mine.

Please note that the enclosed mining and reclamation plans are identical to those plans previously provided by BPM to 2U Ranch, LLC on September 22, 2017, with the exception of an additional leasehold access point, as detailed in the mine plan, that will result in a temporary surface disturbance. Beginning in January 2015, BPM has discussed these mining and

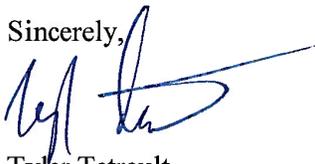
Exhibit E

BPM 000292 2U

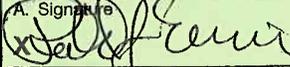
reclamation plans in great detail with 2U Ranch, LLC, and BPM has sought to address any concerns raised by 2U Ranch, LLC in the final plans of development and reclamation.

Please review the enclosed mining and reclamation plans. BPM places great value on establishing and maintaining positive and productive working relationships with the surface owners affected by its mining operations and encourages you to contact BPM with any questions or concerns regarding the mining and reclamation plans. BPM is committed to minimizing surface disruptions to 2U Ranch, LLC and will work with you, to the extent possible, to address any concerns you may have regarding the proposed development.

Please inform BPM of your consent at your earliest convenience by executing and returning the enclosed Form 8. Should you be unwilling to provide consent, BPM will be forced to petition the Wyoming Environmental Quality Council for an order in lieu of consent.

Sincerely,

 Tyler Tetrault
 Mineral Resource Coordinator

ENCLOSURES: Form 8
 Mine Plans
 Reclamation Plan

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: 2 V Ranch, LLC 426 Lonesome Country Rd. Alzada, MT 59311	B. Received by (Printed Name) RONALD ERICSON	C. Date of Delivery 5-25-18
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
PS Form 3811, July 2013	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7015 0640 0006 7335 5578		
Domestic Return Receipt		

Section 2.10.58 WY State Lease 42804 (WSL04) Amendment Area Mine Plan

The claim that is included in the WY State Lease 04 Amendment area is as follows:

Amendment Areas	Legal	Total Acres
Wyoming State Lease 42804	SE4SW4, SW4SE4 Section 30 T57N R62W	80
	NE4, E2NW4, SW4, NW4SE4 Section 31T57N R62W	440
	W2NW4 Section 32 T57N R62W	80
		600

Section 2.10.58.1 Outstanding Permit Conditions and General Information

The WY State Lease 42804 surface is owned by 2U Ranch, LLC. An illustration of the mine plan for the claim is presented in Map 2.10.58-1. Mining is expected to start on the proposed portion of the WY State Lease 42804 amendment in 2020. The area has been surveyed/cleared baseline soils, wildlife and vegetation in accordance with WY-DEQ regulations.

WY State Lease 42804 Mining Description

The majority of the ore on the WSL04 claim lies in a single deposit, with only a couple small deposits out-laying. There will be four pit series on the WSL04 claim, labeled on the Mine Map as S4-A through S4-D. Most of the soil associated with mining in the WSL04 claim will be live-spread, however there may be situations which require soil to be stockpiled for later application. It is expected that four out-of-pit permanent overburden piles will be constructed in relation to mining the WSL04 claim.

The ore is a continuation of the same deposit that is in the adjacent Jolley Edsall 14 (JE 14) claim (Change #31 to permit 267C). Pit Series S4-A is the southernmost series and is a continuation of mining from the Jolley Edsall claim. Mining will progress from the east (coming from JE 14) to the west. One permanent overburden pile will be placed near the central portion of the series on the southern edge, the overburden pile will be contoured into an existing hill to flow with the existing landscape. In addition salvaged soil will be placed near the south-central disturbance edge as well. This pit series will end when it meets the western claim border. Pit Series S4-A is bordered on the north by Pit Series S4-B.

Pit Series S4-B begins in the northwestern corner of the southwestern portion of the claim (refer to Mine Map for illustration). The mining will progress initially to the southeast for a short time before turning and progressing north for a large portion of the series, eventually turning to the east and wrapping around in a horse-shoe pattern and moving to the west in the central portion of the permit area. Soil will be placed in multiple locations

along the mining as illustrated on the mine map. One out of pit overburden pile will be constructed near the end of this series, also the beginning of Pit Series S4-C.

Pit Series S4-C will begin just west of the end point of pit Series S4-B in the north-central portion of the claim. It is a relatively short pit series. One permanent out of pit overburden pile will be constructed in relation to mining this pit series, on the southern edge of mining near the center of the series. Soil for this series will be placed in along the northeast edge.

Pit series S4-D is located in the southeast portion of the claim north of JE14. It is very small, consisting of only a couple pit cuts. Soil for these pits will be salvage and stored west of the mining and reapplied once mining has concluded.

The soil (0-54" based on Soil Report) will be live-spread on previous pits within that series or stockpiled for future use, depending on the area and pit progression. The permittee will adjust the "general backfilling and handling of overburden in the 'tiered' system" manner as discussed in Section 2.5.3 in order to ensure that the most suitable overburden material lies next to the topsoil. Pits will be backfilled, contoured, topsoiled and seeded per information provided in Section 2.11.3.3 (Reclamation Section).

The mining camp will remain on the disturbance from previous mining where soil has already been salvaged. Sumps will be constructed so potential petroleum spills in this area will be directed to the sumps thereby protecting area surface water. This is consistent with directives written into the permittee's SPCC plan. Any petroleum contaminated soil (PCS) in the area will be removed, hauled and placed in the permittee's permitted PCS treatment site located at the Colony Plant site. The quantity of soil removed will be documented in the permittee's Annual Report.

Section 2.10.58.2 Life of Mining Operations

The permittee expects that the mining operations associated with the WY State Lease 42804 Amendment will extend through 2040.

Section 2.10.58.3 Mining Operation and Progressions

Under the provision outlined in Section 2.10.6, the permittee will be submitting proposed mining disturbance in its 2019 Annual Report.

Section 2.10.58.4 Mine Progression Time Schedule

Under the provisions outlined in Section 2.10.7, the Permittee has presented the previous narration and accompanying illustration (Mine Plan Map 2.10.58-1) to describe the progression. The permittee also commits to those timing requirements listed in section 2.11.3.3 of Permit 267C. The Mining Map is labeled as Map 2.10.58-1. The majority of soil salvaged during the mining process will be live-spread on the previous mining. Some soil from the mining in the S4 pit series may have soil piled adjacent to the mining.

Some roads built in the area will be temporary and where possible be constructed on backfill where soil has already been salvaged, with the exception of landowner requested permanent road(s) which will remain in place once mining is completed.

Section 2.10.58.5 Mining Hydrology

The WY State Lease 42804 amendment covers 600 acres on rolling to hilly terrain with most of the disturbance occurring in the flat open areas located amongst the steeper terrain. The Belle Fourche River is located 0.6 miles to the east, 1.35 miles to the north and 1.6 miles to the northeast since it forms an inverted U-shaped meandering corridor near the permit area. Green Mountain is located in the northwest quarter of the amendment area where the elevation rises to 3,754 feet at the summit. The lowest elevation on the site is 3,585 feet at the southern edge of the site.

Refer to section 2.6.3 regarding general practices regarding drainages within the mining area. One unnamed drainage will be affected by mining in the amendment area. Approximately 1000 yards of this drainage which course through the center of the amendment area from east to west will be affected; the largest pond in the claim spills into this drainage.

In addition the small southern most pond in the amendment area will be mined through and replaced with improvements, including steeper slopes and greater depth.

All pre-mine surface water on the amendment area underwent quarterly baseline water sampling for a year. Results from this sampling can be found in section 2.6.5.24.

General BMP's utilized, concerning discharge, are listed in the Bentonite Performance Minerals' Wyoming General Storm Water Permit for Mining Operations Authorization and are listed in Section 2.10.11-1 of Permit 267C.

In addition, due to the revised Wyoming General Storm Water Permit for Mining Operations Authorization, Bentonite Performance Minerals will be allowed to discharge to "waters of the state" however will be required to monitor discharged water for Total Suspended Solids.

There are surface and ground water right claims within the eight surrounding sections, these water rights are presented in section 2.6.5.24. Bentonite mining takes place at a shallow depth and since groundwater is deep in the area bentonite mining is not expected to affect groundwater.

Section 2.10.58.6 Haul, Access, and Light-Use Roads

Under the provisions outlined in Section 2.10.17 (Volume 13, page 2.10-11), the permittee is required to submit the road types to be constructed in the WY State Lease 42804 Amendment permit application. Roads left as permanent features in the WY State

Lease 42804 Amendment area will be upon landowner request. Road construction will be on surface where soil has been salvaged.

Section 2.10.58.7 Topsoil and Subsoil Salvage

The information and commitments in Sections 2.10.8 through 2.10.16 remain current for the WY State Lease 42804 Amendment Area. Disturbance of ten soil communities will take place with an estimated 177 acres of disturbance within the 600 acre project area. Refer to pages 2.7.3.45-10 & 11 or the Soils Map 2.7.3.45-1 for a table listing all projected soil types, affected acreage and salvage depths for the amendment area.

The soil (0-54" based on Soil Report 2.7.3.45) will be live-spread on previous pits within that series or stockpiled for future use, depending on the area and pit progression. The Subsoil will be salvaged and stored separately.

Section 2.10.58.8 Mining Commitments

The information and commitments in Section 2.10.9 through 2.10.23 remain current for the WSL04 Amendment area.

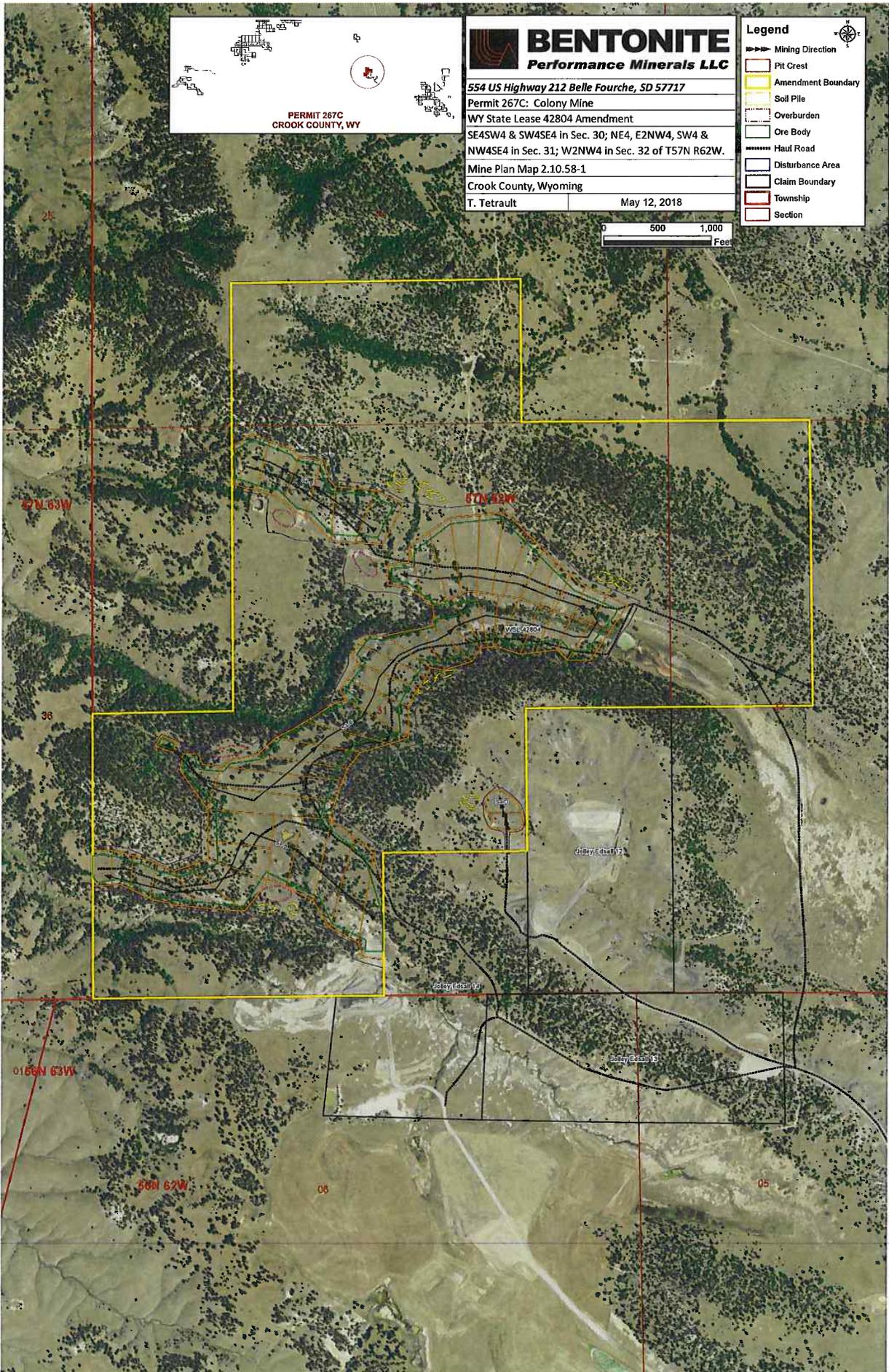
Section 2.10.58.9 Power Transmission and Communication Lines

There are no transmission or communication lines running through the WSL04.

Section 2.10.58.10 Mitigation

Habitat for the northern long-eared bat is present, however in a telephone consultation with WG&F it was decided that mitigation was not necessary for this case where no White Nose Syndrome has been recorded. The proposed mining will have "no effect" on the northern long-eared bat.

Due to the documentation of ground nesting passerines and waterfowl initial ground disturbing activities will occur outside the nesting and early brood rearing time frame of migratory birds (May 1 - July 15) to avoid direct mortality or nest destruction. (Refer to page 2.9.3.45-25 thru 27).



Section 2.11.41 Wyoming State Lease 42804 (WSL04) Amendment Reclamation Plan

The area that is included in the Wyoming State Lease 42804 Amendment area is as follows:

Amendment Areas	Legal	Total Acres
Wyoming State Lease 42804	SE4SW4, SW4SE4 Section 30 T57N R62W	80
	NE4, E2NW4, SW4, NW4SE4 Section 31 T57N R62W	440
	W2NW4 Section 32 T57N R62W	80
		600

The WSL04 surface is owned by 2U Ranch, LLC. The area has been surveyed/cleared for baseline soils, wildlife and vegetation in accordance with WY-DEQ regulations.

Section 2.11.41-1 General Reclamation Standards & Practices

The information and commitments in Permit 267C Sections 2.11.1 through 2.11.8.1 remain current for the reclamation operations performed on the Amendment area. Reclamation progress will follow that listed in Section 2.11.3.3. In regards to post-mining slope, topography and through drainage, reclamation on the WSL04 Amendment will not deviate from the standards listed in Section 2.11.4.

Section 2.11.41-2 Permanent Out-of-Pit Overburden

As stated in section 2.11.3.2 of Permit 267C when the permittee creates permanent overburden stockpiles, the reclamation will achieve the performance standards of LQD Non Coal Rules and Regulations including:

- Overburden placement will not occur on native slopes that exceed 20 degrees (approximately 33% or 3:1 slopes)
- Stabilizing the overburden slopes by grading and contouring them to blend with adjacent native and reclaimed lands
- Covering the stabilized overburden with subsoil and topsoil.
- Seeding the topsoil with an approved permanent seed mix.
- Overburden placement will not block ephemeral, intermittent or perennial drainage channels
- Overburden which is placed on pre-Act affected lands will be subject to the other reclamation practices in the reclamation section of the permit.

Specifically regarding the WSL04 Amendment four out of pit overburden piles will be constructed in relation to mining on the WSL04 claim. One (possibly two) will be in relation to Pit series S4-A, one will be in relation to Pit series S4-B and one for S4-C. These post mine features are illustrated on the reclamation map 2.11.41-1. The out of pit overburden will have topsoil, subsoil, or third lift spread over it, or parts of it in a “candy-striping” or “patch-work” pattern, it will then be seeded. This practice is consistent with mining progression Schedule A and Schedule C illustrated in Section 2.10.6 of the permit. The soil (0-54+” based on Soil Report) will be removed and live-spread or stockpiled adjacent to the active mining for reclamation. Seeding will take place in the fall of each year as outlined in Section 2.11.8.

Section 2.11.41-3 Permanent Post-Mining Impoundments

One new permanent post-mine impoundment is planned for the WY State Lease 42804 Amendment area per landowner request. This impoundment will be immediately west of the largest pond found on the Amendment area and can be found illustrated on the Reclamation Plan map 2.11.41-1. In addition, one impoundment will be mined through and enhanced through reclamation with steeper slopes and a greater depth. It is noted in the letter from WG&F has suggested constructing no impoundments, but these recommendations are directly conflicting of the land owner’s desires. Therefore, enhancements will be made, such as steeper slopes and greater depths than what currently exist, but impoundments will still be replaced.

Section 2.11.41-4 Ephemeral Drainage Construction

The information and commitments in Section 2.11.6 remain current for the reclamation operations on the WY State Lease 42804 Amendment area.

Section 2.11.41-5 Subsoil and Topsoil Redistribution Methods and Depths

Refer to section 2.11.7 for general reclamation practices regarding soil management. Topsoil and subsoil depths are delineated in the Soil Section (2.7.3.45). The soil (0-54” based on Soil Report 2.7.3.45) will be live-spread on previous pits within that series or stockpiled for future use (subsoil will be salvaged and stored separately), depending on the area and pit progression. The permittee will adjust the “general backfilling and handling of overburden in the ‘tiered’ system” manner as discussed in Section 2.5.3 in order to ensure that the most suitable overburden material lies next to the topsoil.

Disturbance of ten soil communities within 177 acres of the 600 acre project area will take place. Refer to pages 2.7.3.45-10 & 11 or the Soils Map 2.7.3.45-1 for a table listing all projected soil types, affected acreage and salvage depths for the amendment area.

Section 2.11.41-6 Revegetation & Seed

The information and commitments in Section 2.11.8 remain current for the revegetation process of the WY State Lease 42804 Amendment lands. The Permit 267C approved seed mix (Pages 2.11-16 and 2.11-17) is to be used in the reclamation.

In the correspondence from the WGFD (Section 2.9.3.45, Addendum B), it is recommended that reclamation efforts target restoration of the pre-disturbance shrub components. The permit seed mix is entirely made up of native seeds and offers a variety of forbs, grasses and shrubs (depending on availability) for the permit area. Refer to Reclamation section 2.11 pages 2.11-13 & 2.11-14 for a list of species in seed mix. Specifically shrub species are listed in section 2.11.8.2. Sampling results are presented in the Vegetation section (2.8.8.36). Based on the comment, reclamation plans will include this shrub component.

Section 2.11.41-7 Husbandry Practices on Revegetated Lands

The information and commitments in Sections 2.11.9 through 2.11.11 remain current for the WY State Lease 42804 Amendment area.

Section 2.11.41-8 Fencing

Any fencing removed by the permittee will be temporarily replaced during mining events. Any fencing removed by the permittee will be permanently replaced in equal or better condition of initial fencing as part of the reclamation plan.

Section 2.11.41-9 Hydrologic Restoration

The Wyoming State Lease 42804 amendment covers 600 acres on rolling to hilly terrain with most of the disturbance occurring in the flat open areas located amongst the steeper terrain. The Belle Fourche River is located 0.6 miles to the east, 1.35 miles to the north and 1.6 miles to the northeast since it forms an inverted U-shaped meandering corridor near the permit area. Green Mountain is located in the northwest quarter of the amendment area where the elevation rises to 3,754 feet at the summit. The lowest elevation on the site is 3,585 feet at the southern edge of the site.

Refer to section 2.6.3 regarding drainages within the mining area.

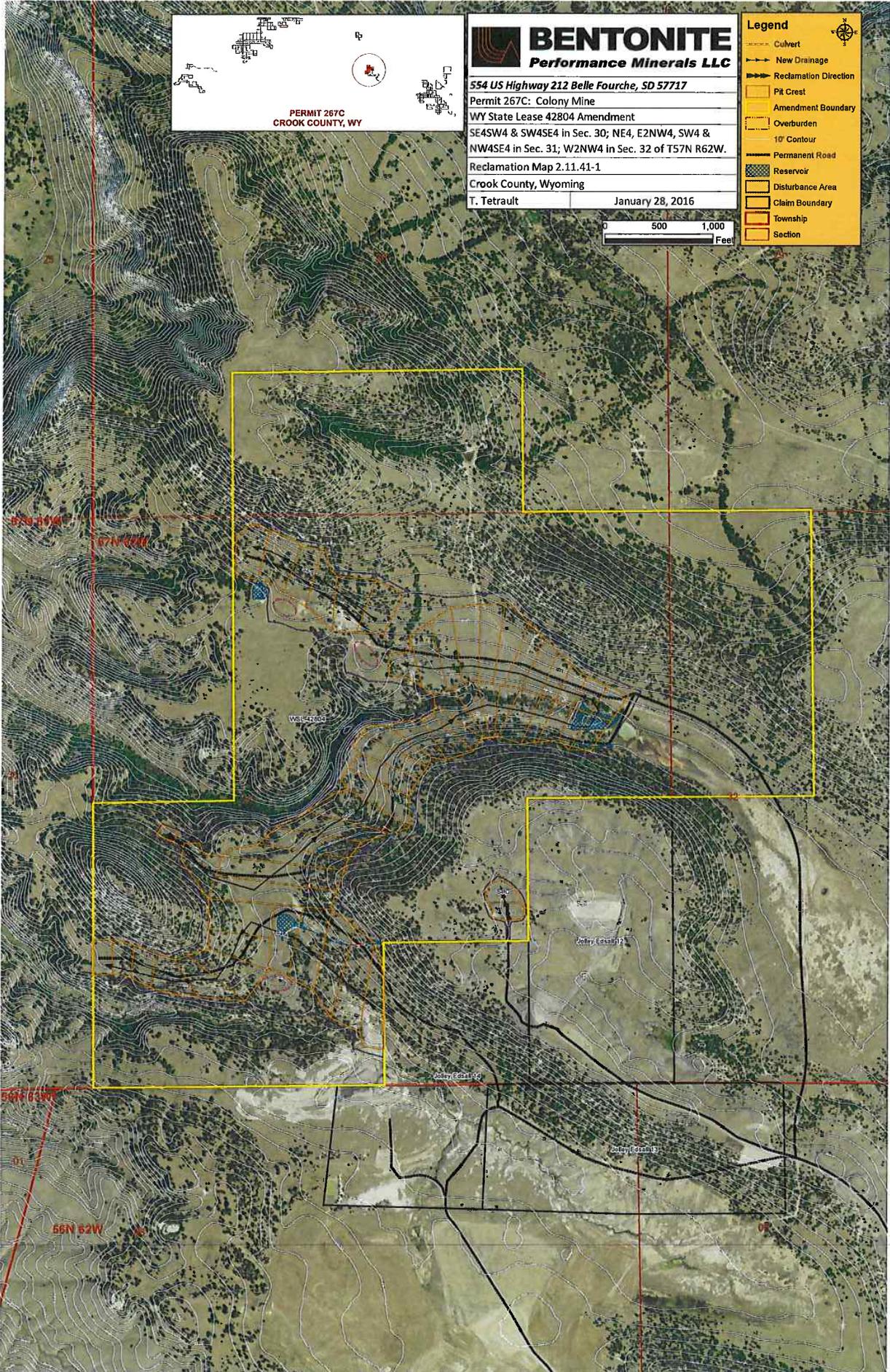
One unnamed drainage will be affected by mining in the amendment area. Approximately 1000 yards of this drainage which course through the center of the amendment area from east to west will be affected; the largest pond in the claim spills into this drainage. This drainage will be reclaimed back to its original contour with the exception the addition of a pond at the beginning of the drain on the west. This pond will have steeper slopes as well as greater depth than the water that currently collects in that area making a marshy pool.

Bentonite Performance Minerals, LLC
Permit No 267C
Reclamation Plan-2.11

In addition the small southern most pond in the amendment area will be mined through and replaced with improvements, including steeper slopes and greater depth. See WYG&F correspondence regarding post mine impoundments on private surface.

All surface water on the amendment area underwent quarterly baseline water sampling for a year. Results from this sampling can be found in section 2.6.5.24. Information regarding wetlands in the amendment area can be found in section 2.12-20, this is also where correspondence with USACE can be located as well as illustrations of the wetlands within the amendment area.

General BMP's utilized, concerning discharge, are listed in the Bentonite Performance Minerals' Wyoming General Storm Water Permit for Mining Operations Authorization and are listed in Section 2.10.11-1 of Permit 267C.



Do not make corrections to this form after printing. Forms bearing strikeouts, ink changes, etc will not be accepted.

SURFACE LANDOWNER'S CONSENT

I, _____, CERTIFY that 2U Ranch, LLC holds surface rights on the following lands on which Bentonite Performance Minerals holds mineral estate rights:

Amendment Areas	Legal	Total Acres
	SE4SW4, SW4SE4 Section 30 T57N R62W	80
State Lease 04	NE4, NE2NW4, SW4, NW4SE4 Section 31 T57N R62W	440
	W2NW4 Section 32 T57N R62W	80
		600

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 _____ day of _____, 20__.

Surface Landowner (Signature)

Name (printed or typed)

(Witness)

(Date)

EXHIBIT F

From: Tyler Tetrault
Sent: Thursday, February 04, 2016 9:09 AM
To: 'Scott Ericsson'
Cc: Roland Ericsson
Subject: RE: FW: [EXTERNAL] Logging on BMP mining areas
Attachments: Rec Map 4.zip; REVISED noncoal-Surface-Owner-Consent-Form-8.pdf

Scott,

Attached is the revised reclamation map, as I did not change the mine map. Please review with the additional ponds and permanent roads. As mentioned before, we will construct the other roads that are not on ACC's permit but DEQ does not want to see these roads on a map, as it is more contractor work and not mining related. Please complete the surface owner consent form that is attached and scan back to me or mail when you get a chance. I will follow this email up with the word document you sent earlier and answers to your questions so we have some documentation of what was discussed. Thank you and let me know if you have any questions.

Tyler Tetrault
Bentonite Performance Minerals, LLC
554 US HWY 212
Belle Fourche, SD 57717
Office – 307-896-8532
Cell – 307-622-6932

SURFACE LANDOWNER'S CONSENT

I, _____, CERTIFY that I hold surface access rights on the following lands on which _____ Bentonite Performance Minerals _____ holds mineral estate rights:

SE4SW4, SW4SE4	Section	30	, T.	57	N., R.	62	W.
NE4, NE2NW4, SW4, NW4SE4	Section	31	, T.	57	N., R.	62	W.
W2NW4	Section	32	, T.	57	N., R.	62	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 _____ Tyler Tetrault, BPM _____, 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 _____ day of _____, 20_____.

Surface Landowner (Signature)

Name (printed or typed)

Witness (Signature)

(Date)

Witness Name (printed or typed)



PERMIT 267C
CROOK COUNTY, WY



554 US Highway 212 Belle Fourche, SD 57717

Permit 267C: Colony Mine

WY State Lease 42804 Amendment

SE4SW4 & SW4SE4 in Sec. 30; NE4, E2NW4, SW4 & NW4SE4 in Sec. 31; W2NW4 in Sec. 32 of T57N R62W.

Reclamation Map 2.11.41-1

Crook County, Wyoming

T. Tetrault January 28, 2016



Legend

- Cuvert
- New Drainage
- Reclamation Direction
- Pit Creep
- Amendment Boundary
- Overburden
- 10' Contour
- Permanent Road
- Reservoir
- Disturbance Area
- Claim Boundary
- Township
- Section

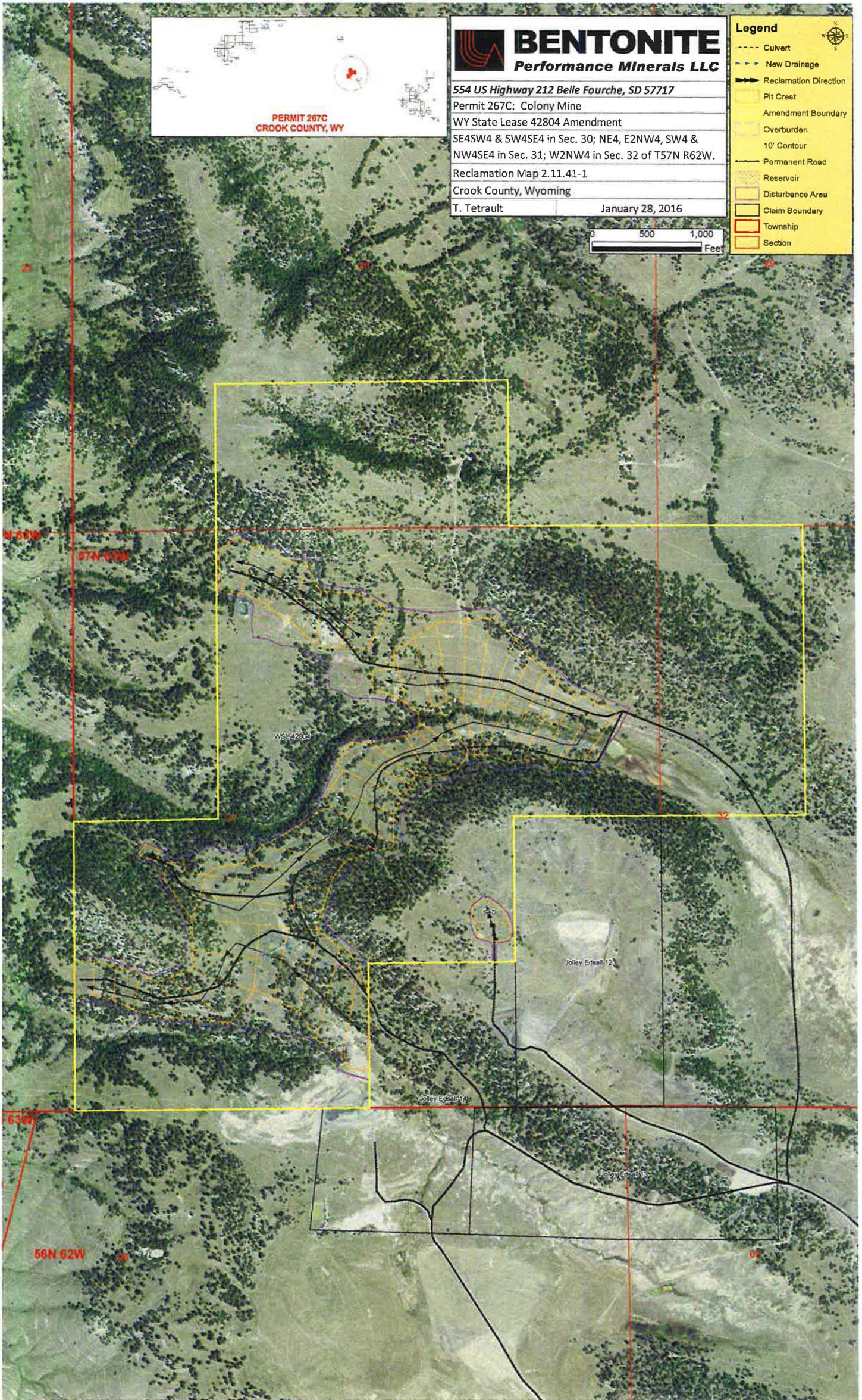


EXHIBIT G

Matthew J. Micheli, P.C.
Samuel R. Yemington
Holland & Hart LLP
2515 Warren Ave., Suite 450
Cheyenne, WY 82001
mjmiceli@hollandhart.com
sryemington@hollandhart.com

Attorneys for Bentonite Performance
Minerals, LLC

**BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
STATE OF WYOMING**

**IN RE BENTONITE PERFORMANCE) DOCKET 18-1601
MINERALS LLC)**

NOTICE OF DEPOSITION DUCES TECUM OF MR. RONALD ERICSSON

Pursuant to the Wyoming Rules of Civil Procedure, counsel for Petitioner Bentonite Performance Minerals, LLC (BPM) will take the deposition of Mr. Ronald Ericsson, manager of 2U Ranch, LLC, 426 Lonesome Country Road, Alzada, Montana 59311, at the date and time indicated below:

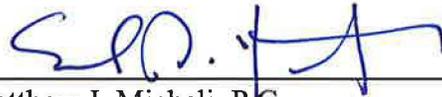
DEPONENT	DATE	TIME
Ronald Ericsson	November 19, 2018	9:00 a.m. MST

The deposition will be conducted in the meeting room of the Sundance State Bank building, located at 207 North Second Street, Sundance, Wyoming. The deposition will be taken before and recorded by a certified court reporter and notary public and will continue until completed. The deposition will be taken in accordance with the Wyoming Rules of Civil Procedure and may be used for all purposes as provided by the rules. The deponent is requested to bring the responsive documents identified on the **Exhibit A** attached to this Notice of Deposition Duces Tecum.

Exhibit G

Please advise at your earliest convenience as to whether there exists a conflict with the proposed deposition date, time, or location, or whether a different date, time, or location is preferred by you. Counsel for BPM will work with you, to the extent possible, to limit burdens associated with appearing for this deposition and producing responsive documents.

DATED this 5th day of November 2018.



Matthew J. Micheli, P.C.
Samuel R. Yemington
Holland & Hart LLP
2515 Warren Ave., Suite 450
Cheyenne, WY 82001
mjmiceli@hollandhart.com
sryemington@hollandhart.com

ATTORNEYS FOR PETITIONER
BENTONITE PERFORMANCE
MINERALS, LLC

CERTIFICATE OF SERVICE

I certify that on November 5, 2018 I served a copy of the foregoing document to the following by email and certified mail:

2U Ranch, LLC
c/o Ronald Ericsson
426 Lonesome Country Road
Alzada, Montana 59311
ericsson@childselect.com

and by email:

Jim Ruby
Executive Secretary, Wyoming Environmental Quality Council
122 W. 25th Street
Herschler Building 1W, Room 1714
Cheyenne, WY 82001
jim.ruby@wyo.gov



A handwritten signature in blue ink, appearing to read "Jim Ruby", is written over a horizontal line.

EXHIBIT A

You are commanded to produce at deposition the documents, books, papers, and other tangible things identified below, in accordance with the following instructions and definitions:

INSTRUCTIONS FOR USE AND DEFINITIONS

1. The terms “you” and “your” means 2U Ranch, LLC and its predecessor-in-interest Lonesome Country Limited.
2. The term “BPM” means Bentonite Performance Minerals, LLC.
3. The term “Subject Lands” means those surface lands owned by you and being described as follows:

Township 57 North, Range 62 West, 6th P.M.

Section 30: Lots 18 and 19

Section 31: Lots 3, 4, 5, 6, 7, 11, 12, 13, S/2NE/4, and SE/4NW/4

Section 32: Lot 3 and SW/4NW/4

Being approximately 608.66 acres and located in Crook County, Wyoming.

4. The term “Lease 0-42804” means BPM’s June 2, 2011 bentonite lease agreement by and between BPM and the State of Wyoming, granting BPM the right to explore and develop the bentonite deposits underlying the Subject Lands.
5. The term “Proposed Mining Operations” means the bentonite surface mining and reclamation operations proposed for Lease 0-42804 and affecting the Subject Lands, as described and detailed in the Mine and Reclamation Plans.
6. The term “documentation” is intended to include but are not necessarily limited to the following: billing statements, telephone call records, files, notes, calculations, emails, memoranda, drafts, correspondence or letters of any kind, intradepartmental or office communications, voice recordings, written statements of reports, either signed or unsigned, agreements, contracts, leases, records, computer printouts, magnetic tapes, disks, diskettes or other machine readable information storage devices.
7. The term “evidencing” means and includes: with respect to, referring to, relating to, embodying, establishing, comprising, connected with, commented on, responding to, showing, describing, documenting, supporting, mentioning, analyzing, reflecting or representing, pertaining to, whether or in whole or in part, or directly or indirectly.
8. All documentation is to be divulged which is in your possession or that of your attorneys, investigators, lessees, agents, employees or other representatives.

DOCUMENTS TO BE PRODUCED AT DEPOSITION

1. All documentation evidencing existing uses of the Subject Lands that you allege will be adversely impacted by the Proposed Mining Operations, including but not limited to grazing, hunting, planting and harvesting of crops, haying, ranching operations, logging operations, and use of water resources.
2. All documentation evidencing existing uses by third parties of the Subject Lands, including but not limited to grazing leases, hunting leases, road use agreements, right of way agreements, and haying agreements.
3. All documentation evidencing the type and yield of any vegetation utilized for livestock grazing on the Subject Lands by you or a third party.
4. All documentation evidencing the type and yield of crops planted and harvested from the Subject Lands by you or a third party, including but not limited to grasses, legumes, and other herbaceous plants planted and harvested for purposes of haying operations.
5. All documentation evidencing the use of the Subject Lands for ranching operations by you or a third party, including but not limited to the types, varieties, and numbers of livestock utilizing the Subject Lands.
6. All documentation evidencing the use of the Subject Lands for logging operations, including but not limited to the types, varieties, and quantities of trees planted and harvested from the Subject Lands by you or a third party.
7. All documentation evidencing existing improvements to the Subject Lands, including but not limited to buildings, fences, and roads, that you allege will be impacted by the Proposed Mining Operations.
8. The May 24, 2018 certified letter, together with the enclosed mine and reclamation plans, mailed by BPM to you and requesting your consent to the Proposed Mining Operations, together with any documentation evidencing a response from you to BPM.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

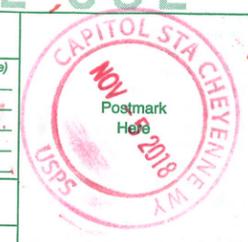
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	
\$ _____	
Total Postage and Fees	
\$ _____	
Sent To	
2U Ranch, LLC	
Street and Apt. No., c/o Ronald Ericsson	
426 Lonesome Country Road	
City, State, ZIP+4® Alzada, Montana 59311	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1000 0000 8263 7695



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="text-align: center;">2U Ranch, LLC c/o Ronald Ericsson 426 Lonesome Country Road Alzada, Montana 59311</p> <p style="text-align: center;">9590 9402 2980 7094 6315 46</p> <p>2. Article Number (Transfer from service label) 7017 1000 0000 8263 7695</p>	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery _____ 11-8-18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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PS Form 3811, July 2015 PSN 7530-02-000-3053 Domestic Return Receipt

USPS TRACKING #

9590 9402 2980 7094 6315 46

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box *

HOLLAND & HART LLP
P.O. BOX 1347
CHEYENNE WY 82003-1347

EOC: Docket 18-1601
Notice of Deposition Duces Tecum of Mr. Ronald Ericsson

Attn:
BW/SRY

Track Another Package +

Tracking Number: 70171000000082637695

Remove X

Your item was picked up at the post office at 12:00 pm on November 8, 2018 in ALZADA, MT 59311.

Delivered

November 8, 2018 at 12:00 pm
Delivered, Individual Picked Up at Post Office
ALZADA, MT 59311

Get Updates 

Text & Email Updates

Tracking History

November 8, 2018, 12:00 pm

Delivered, Individual Picked Up at Post Office
ALZADA, MT 59311

Your item was picked up at the post office at 12:00 pm on November 8, 2018 in ALZADA, MT 59311.

November 7, 2018

In Transit to Next Facility

November 7, 2018, 12:13 pm

Notice Left (No Authorized Recipient Available)
ALZADA, MT 59311

November 6, 2018, 4:51 pm

Departed USPS Regional Facility
BILLINGS MT DISTRIBUTION CENTER

November 6, 2018, 3:39 pm

Arrived at USPS Regional Facility
BILLINGS MT DISTRIBUTION CENTER

November 5, 2018, 10:55 pm

Arrived at USPS Regional Facility
CHEYENNE WY DISTRIBUTION CENTER

Product Information

See Less 

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FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

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*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

EXHIBIT H

LEASE AGREEMENT

This Lease Agreement is made by and between the LONESOME COUNTRY LC, a Wyoming limited liability company, hereinafter for convenience referred to as the Lessor, and, MULE SHOE RANCH, INC., a Wyoming corporation, hereinafter for convenience referred to as Lessee.

The Lessor hereby lets unto the Lessee, and the Lessee hereby hires from the Lessor, that certain real property situate in Township 56 and 57 and Range 62 and 63 West of the Sixth Principal Meridian, in Crook County, Wyoming, consisting of 6,335 acres, more or less, FOR GRAZING AND AGRICULTURAL PURPOSES ONLY, hereinafter for convenience referred to as the Leased Premises.

In consideration of this Lease Agreement, the parties hereby covenant and agree as follows:

1. Term. The term of this Lease Agreement shall be for three (3) years, during the summer grazing period of calendar years 2018, 2019, and 2020. The lease term shall commence on the first day of May of each year, and shall terminate on the thirty-first day of October of each year. The commencement date and the termination date shall be determined by the elements of the weather, the growing conditions, and the amount of forage available on the leased premises.

2. Rental. The Lessee shall pay to the Lessor for the use and possession of the Leased Premises the sum of \$30.00 in 2018 grazing period, the sum of \$30.00 in 2019, and \$30.00 in 2020, for each animal unit month during the summer grazing period. An animal unit month for the purposes of this Lease Agreement is described as follows:

- a. Cow, with or without unweaned calf
at side, or heifer 2 years old or older 1.0 AUM
- b. Bull, 2 years old or older 1.3 AUM
- c. Young cattle, between 1 and 2 years 0.8 AUM
- d. Weaned calves up to 1 year 0.6 AUM

The number of animal unit months for the summer grazing period for each year shall be 375 per month, or 2,250 for the six month summer grazing season.

The minimal rental to be paid by the Lessee during the summer grazing season of calendar year 2018 shall be in the amount of \$67,500.00 which sum is calculated at the rate of \$30.00 for the summer grazing period for calendar year 2019 for 375 animal unit months, for six (6) months, consisting of cows or cow and calf pairs. The minimal rental to be paid in calendar year 2019 shall be in the amount of \$67,500.00. The minimal rental to be paid in calendar year 2020 shall be in the amount of \$67,500.00.

The minimal rental also includes the rental for the bulls which the Lessee may bring upon the leased premises during the term of this lease agreement. The minimal rental shall not be increased for the number of animal unit months for the bulls brought upon the Leased Premises.

The minimal rental for 2018 shall be paid as follows: \$11,250.00 on the first day of March, and \$11,250.00 each on the first days of June, July, August, September, and October. The minimal monthly rental for 2019 shall be \$11,250.00, payable on the dates hereinbefore set forth. The minimal rental for 2020 shall be \$11,250.00, payable on the dates hereinbefore set forth. These minimal payments shall be increased accordingly to reflect the number of bulls which are brought upon the Leased Premises by the Lessee.

The maximum number of animals which the Lessee may place upon the Leased Premises during the term of this Lease Agreement shall be 375 animal units. The Lessee may exceed the maximum number of animal unit months only in the event the growing conditions and the amount of forage upon the Leased Premises permit the Lessee to exceed the maximum number of 375 animals, and then only in the amount which the Lessor shall consent to in writing.

3. Husbandry. The Lessee hereby agrees to keep and maintain the Leased Premises in good order and agrees to operate the Leased Premises in an efficient and husbandlike manner which will preserve and conserve the Leased Premises. The Lessee further agrees that the Leased Premises will not be caused to be stocked with an overabundance of livestock nor cause the Leased Premises to be over-grazed. The Lessee further agrees that no waste or damage shall be committed on or to the Leased Premises and that due care will be taken to prevent third parties from committing waste on, or damage to, the Leased Premises. The Lessee shall limit the number of livestock on the Leased Premises to approximately 375 animal units. The Lessee hereby specifically acknowledges and agrees that weather conditions beyond the control of the parties hereto may cause the term of this Lease Agreement to be reduced to a shorter period of time and, also, that these same weather conditions may require the number of animal units to be reduced from 375 animal units to a lesser number of animal units. In the event the

Lessee is required to reduce the number of animals upon the Leased Premises because of lack of forage or in the event the term of this Lease Agreement is shortened because of lack of forage, then, and in that event only, the minimum rental provided for herein shall be modified to the number of animals and the number of months which the Lessee actually used the Leased Premises.

4. Easement. The Lessor hereby reserves the right to use the roads on the Leased Premises as a means of ingress and egress to and from its properties, and the Lessor reserves for itself and its agents, representatives, invitees, lessees, and licensees to use the easement at any time and for any lawful purpose. The Lessee hereby grants to the Lessor, its agents, representatives, invitees, lessees, and licensees the right of ingress and egress the property of the Lessee. This easement extended by the Lessee to the Lessor may be used at any time and for any lawful purpose.

5. Governmental Controls. This Lease Agreement is hereby modified to the extent necessary to make it comply with any and all state and federal laws covering the Leased Premises, to comply with any and all valid orders and regulations issued pursuant to any federal or state laws governing or otherwise affecting the Leased Premises, and to comply with any and all contracts, mortgages, and other agreements which the Lessor may now have, or may have during the term of this Lease Agreement with any third party which may apply directly or indirectly to the Leased Premises.

6. Fences and Corrals. The Lessee shall be permitted to use the corrals of the Lessor, upon request, for the purpose of loading and unloading livestock, branding, sorting, doctoring, and other necessary handling of the livestock of the Lessee. The Lessee shall keep the fences on the Leased Premises in good repair. The Lessor shall provide the necessary material to keep the fences in good repair.

7. Minerals. The Lessor hereby reserves from the operation of this Agreement all of the minerals in and under the Leased Premises, or otherwise attached thereto, and the right to extract, or otherwise remove, any of such minerals from the Leased Premises, and such reservation is made for the benefit of the Lessor, its successors and assigns. Any and all moneys paid as the result of any minerals, or rights to minerals, or mining activity, on the Leased Premises, whether they be designated as royalties, rents, damages, or otherwise shall belong wholly to the Lessor.

8. Assignment. The Lessee hereby agrees that this Lease Agreement may not be encumbered, assigned, or otherwise transferred. The Lessee also agrees that the Leased Premises, or any part thereof, may not be sublet. Any encumbrance, assignment, or subletting whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option and election of the Lessor, terminate this Lease Agreement.

9. Damage. The Lessee agrees to pay to the Lessor reasonable compensation for any and all damages to the Leased Premises for which the Lessee is directly or indirectly responsible, except for ordinary wear and depreciation, and except for damages beyond the control of the Lessee.

10. Default. All covenants and agreements contained in this Lease Agreement are hereby declared to be conditions of this Lease Agreement and the terms of this Lease Agreement. In the event the Lessee should default in the performance of any covenant, condition, or agreement contained herein, the Lessor, at its option and election, may terminate this Lease Agreement and reenter and regain possession of the Leased Premises in the same manner then provided by the laws of the State of Wyoming then in force and effect. In the event either party shall refuse to perform their respective obligations under the terms of the Lease Agreement, then in that event, the other party may institute legal action, or other acceptable remedy, to enforce the terms of this Lease Agreement, and the prevailing party in such proceedings shall be entitled to recover reasonable and necessary costs incurred, including reasonable attorney's fees.

11. Vehicles. The Lessee shall not be permitted to use any of the motorized vehicles belonging to the Lessor, because of the Lessor's insurance policies on these motorized vehicles does not cover their use by the Lessee or of any of the agents, employees, or associates of the Lessee. The Lessor is unwilling to accept or assume any liability which may occur by the use of its motorized vehicles by the Lessee.

12. The Lessor has provided a fixed rental over the three year term of the Lease Agreement without any increase. In consideration of the fixed rental for this three year period, the Lessee hereby agrees to improve the reservoirs of the Lessor which are located upon the Leased Premises.

IN WITNESS WHEREOF the parties hereto, hereby have caused this Lease Agreement to be executed, intending to be bound thereby, on the _____ day of _____, 2018.

LESSOR: LONESOME COUNTRY LC
by _____
Manager

LESSEE: MULE SHOE RANCH, Inc.
by _____
President

