

Matt VanWormer, WSB #7-5804
Senior Assistant Attorney General
Wyoming Attorney General’s Office
109 State Capitol
Cheyenne, WY 82002
(307) 777-6199
matt.vanwormer@wyo.gov

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

IN THE MATTER OF THE BOND)
FORFEITURE PROCEEDINGS)
AGAINST THE BOND OF) **Docket No. 21-4503**
In RE Future Enterprises LLC)
ET1179)

MOTION FOR BOND FORFEITURE

The Department of Environmental Quality, Land Quality Division, through the Wyoming Attorney General’s Office, requests that the Environmental Quality Council issue an order forfeiting Future Enterprises, LLC’s reclamation performance bond pursuant to Wyo. Stat. Ann. § 35-11-421(b). The Department states the following in support of this motion:

1. On May 1, 2001, the Department issued Limited Mining Operation (LMO) No. ET1179 to Future Enterprises, LLC. Under this LMO authorization, Future Enterprises operated a scoria pit located in the NW 1/4, SE 1/4, Section 18, Township 57 North, Range 83 West in Sheridan County. Future Enterprises disturbed approximately 3.8 acres through its mining activity at ET1179.

2. Pursuant to Wyo. Stat. Ann. § 35-11-401(e)(vi)(B), Future Enterprises posted a bond to ensure the reclamation of surface disturbance at ET1179. Specifically, Future Enterprises posted a \$3,000.00 Certificate of Deposit, Bond No. 8978, issued by First Northern Bank of Wyoming, and a \$1,500.00 Certificate of Deposit, Bond No. 220104049, issued by First Interstate Bank. Ex. A and B.

3. Future Enterprises has not engaged in mining at ET1179 since 2009. Future Enterprises submitted its last Annual Report for ET1179 in 2014.

4. Future Enterprises has not reclaimed any portion of the surface disturbance at ET1179.

5. On June 4, 2008, the Wyoming Secretary of State administratively dissolved Future Enterprises for delinquent taxes. Ex. C. As a result, Future Enterprises is no longer licensed to do business in Wyoming.

6. On April 14, 2021, the Department issued Future Enterprises a Notice of Violation for abandonment and failure to reclaim ET1179 (Docket No. 6084-21). Ex. D.

7. Based on the facts set forth above, the Department determined that Future Enterprises' reclamation performance bond should be forfeited.

8. On June 21, 2021, in accordance with Wyo. Stat. Ann. § 35-11-421(a), Director Todd Parfitt filed a Bond Forfeiture Recommendation with the Council, requesting approval to have the Attorney General's Office begin bond forfeiture proceedings against Future Enterprises.

9. On August 17, 2021, the Council approved the Department's request to initiate bond forfeiture proceedings.

10. On August 31, 2021, the Attorney General's Office sent notice of the forfeiture proceedings to Future Enterprises, First Northern Bank of Wyoming, and First Interstate Bank by certified mail. Ex. E.

11. The notice stated that the Council would enter an order forfeiting Bond No. 8978 and Bond No. 220104049, in the combined amount of \$4,500.00, unless Future Enterprises requested a hearing within thirty days. *Id.*

12. Notice was delivered to First Interstate Bank on September 3, 2021, and First Northern Bank of Wyoming on September 7, 2021. Ex. F. The notice sent to Future Enterprises was returned to the Attorney General's Office as undeliverable. *Id.*

13. The Attorney General's Office obtained a new mailing address for Gary Muller, the former manager of Future Enterprises, and sent the notice to Mr. Muller at this address. The notice was delivered to Mr. Muller on September 21, 2021. Ex. G.

14. Neither the Attorney General's Office nor the Council has received a hearing request from Future Enterprises, First Interstate Bank, or First Northern Bank of Wyoming.

15. If the operator does not demand a hearing before the Council within thirty days of receipt of notice, the Council shall order the bond forfeited. Wyo. Stat. Ann. § 35-11-421(b).

WHEREFORE, the Department requests that the Council enter an order forfeiting Future Enterprises' reclamation bond of \$4,500.00, to be used by the Department to reclaim the lands affected by Future Enterprises' mining activities under ET1179.

Dated this 25th day of October, 2021.



Matt VanWormer, WSB# 7-5804
Senior Assistant Attorney General
Wyoming Attorney General's Office
109 State Capitol
Cheyenne, WY 82002
(307) 777-6199
matt.vanwormer@wyo.gov

*Attorney for the Wyoming
Department of Environmental Quality*

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing *Motion for Bond Forfeiture* upon the persons listed below, this 25th day of October, 2021, addressed as follows:

Wyoming EQC (Original) – By Inter-Agency Mail

Attn: Joe Girardin
2300 Capitol Ave.
Hathaway Bldg. 1st, Room 136
Cheyenne, Wyoming 82002

Future Enterprises, LLC – By US Mail


Attn: Gary Muller
6 Heatherwood Lane
Billings, Montana 59102-2449

First Northern Bank of Wyoming – By US Mail

Post Office Box 400
Buffalo, Wyoming 82834

First Interstate Bank – By US Mail

Post Office Box 6499
Sheridan, Wyoming 82801



Cheryl Lobb, Paralegal
Wyoming Attorney General's Office

1179ET 3 1/377

This Certificate Evidences A Deposit In The Name(s) Of: **WYOMING DEPT OF ENVIRONMENTAL QUALITY INTEREST PAYABLE TO FUTURE ENTERPIRSES-GARY MULLER, Nonpayee LAND QUALITY DIVISION P.O. BOX 2208, GILLETTE, WY 82717**

Certificate Number 8978
 SSN/TIN 520-66-4316
 D/O/B _____
 Account Number 8978
 Date April 16, 2001
 In The Amount Of Three thousand and no/100 * * * * * dollars \$ 3,000.00

ACCOUNT TYPE AND TERMS - Only the boxes that are checked and the lines that are filled in apply.

Term (Initial) 1 year
 Maturity Date (First) 04/16/2002
 Interest Rate (Initial) 5.000 %
 Compounded quarterly
 Interest Calculated actual/365
 No. Endorsements Required for Withdrawal 1
 Single Maturity Automatically Renewable
 Interest Paid quarterly
 (a) By _____
 (b) By Deposit To Acct. No. 21113

Additions permitted in a minimum amount of \$ _____
 Fixed Rate Min. Balance Req. \$ _____
 Variable Rate: Initial Index Rate _____ % Maximum Rate _____ %
 Minimum Rate _____ % First Adjustment Date _____
 Adjustment Frequency _____
 Rate Formula _____

FIRST NATIONAL BANK OF BUFFALO
 P.O. BOX 400
 BUFFALO, WY 82834-0400 (307) 684-2211
 BY Patricia E. Berlinger

DEFINITIONS: "We" and "us" means the financial institution. "You" and "your" means the depositor(s). "Certificate" means both this original instrument as well as the deposit it shows. This certificate (and the account it represents) may not be transferred or assigned without our prior written consent and is not negotiable.

VARIABLE INTEREST RATE: Your deposit will earn interest at the initial interest rate stated on this certificate to the first adjustment date. Then, and on each succeeding adjustment date, the rate this certificate will earn is subject to be increased or decreased according to the formula described on this certificate. The rate will remain the same between interest adjustment dates.

If the "first adjustment date" is phrased in terms of "index change" this means the first adjustment date and the rate adjustment frequency after the first adjustment date are not regularly scheduled. In this case, the rate this certificate will earn will be adjusted any time the "index" changes.

The interest rate we will pay on this certificate will not, however, be greater than the stated maximum rate (if any) or be less than the stated minimum rate (if any) regardless of changes in the index rate.

COMPOUNDING: The compounding frequency and interest calculation method will not change during the term of the certificate, regardless of adjustments to the interest rate, until we give reasonable notice to you of such change.

ADDITIONS: If we permit you to make any additions, they will only be permitted in an amount equal to, or greater than, the minimum amount indicated. The making of additions to this certificate will not extend the maturity of all, or any portion, of the funds on deposit. Additions will earn interest from the date of deposit, and will mature at the same time as the first deposit. No additions may be made within _____ days of the final maturity date.

SINGLE MATURITY: If the single maturity box is checked, the depositor should present this certificate promptly at maturity for payment.

Interest will will not accrue after maturity.

AUTOMATIC RENEWALS: If the automatic renewal box is checked, this certificate will be automatically renewed after the stated maturity date stated for successive terms, each equal to the original term. The interest rate will be the same we offer on new certificates on the maturity date which have the same term, minimum balance (if any) and other features as this original certificate. The depositor may call us on or shortly before the maturity date and we will tell the depositor what the interest rate will be for the next renewal term.

The automatic renewal of this certificate may be prevented if one of the following things happens:

(1) This certificate is personally presented for payment on a maturity date or within 10 days after the maturity date; or

(2) We receive written notice from the depositor before a maturity date of their intention to cash in this certificate.

YOUR DEPOSIT WILL WILL NOT EARN INTEREST AFTER FINAL MATURITY.

Endorsements (Sign only when requesting withdrawal):
 x _____
 x _____

NOTICE OF PENALTY FOR EARLY WITHDRAWAL

Except as mentioned below, you cannot withdraw any principal from this account before a maturity date without our consent and we will charge a penalty. We can only consent to an early withdrawal at the time you request it. The penalty will be an amount equal to:

the greatest of: (1) all of the interest earned on the amount withdrawn from the most recent date of deposit or last renewal, (2) all the interest that could have been earned on the amount withdrawn during a period equal to one-half of the maturity period, or (3) seven days' interest on the amount withdrawn.

one month's interest on the amount withdrawn.
 three months' interest on the amount withdrawn.
 NO PRINCIPAL WITHDRAWALS ALLOWED

We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw.

FIXED RATE TIME DEPOSITS: For a fixed rate time deposit we will use the nominal (simple interest) rate in effect to calculate the amount of the applicable penalty.

VARIABLE RATE TIME DEPOSIT: For any time deposit which earns a rate that may vary from time to time during the term, the interest rate we will use to calculate this interest forfeiture will be:

average (weighted for time) of the simple interest rates earned on this certificate up to the date of withdrawal;
 simple interest rate in effect on the date that this account is opened; or,
 the simple interest rate in effect on the date of early withdrawal.

Minimum Balance Account: If we require a minimum balance on this account, we may treat any withdrawal that reduces the balance below such minimum as a withdrawal of the entire balance and calculate the penalty accordingly.

EXCEPTIONS: Federal regulations permit, or in some cases require, the waiver of the early withdrawal penalty if:

(1) any account owner dies or is declared incompetent, or
 (2) this is an I.R.A. or Keogh account and you are at least 59½ years of age or disabled at the time of the withdrawal request, or
 (3) this is an I.R.A. or Keogh account and the request for withdrawal is made within seven days of establishing the account. (The penalty in such case will be all interest earned on the amount withdrawn.)

Future Enterprises, LLC
1179 ET

Time Certificate of Deposit

Receipt # 196465

Financial Institution: First Interstate Bank, Sheridan Sugarland Branch
1613 Coffeen Avenue, P. O. Box 6499, Sheridan, WY 82801-1899

0220104049

Account Name: WYOMING DEPT OF ENVIRONMENTAL QUALITY
BUSINESS TYPE: Unincorporated Association

SSN/TIN: 83-0335818

| | | | | |
|-------------------------------------|--|-------------------------------------|--------------------------|--|
| Account Number 0220104049 | Issue Date February 25, 2003 | Deposit Amount \$1,500.00 | Term 13 Months | Maturity Date March 25, 2004 |
|-------------------------------------|--|-------------------------------------|--------------------------|--|

Rate Information: This Account is an interest bearing account. The interest rate on the account is 2.27% with an annual percentage yield of 2.27%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until March 25, 2004. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded annually and will be credited quarterly. We will deposit the interest in an account that you designate. Interest will be credited quarterly to your account #201144755. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Balance Information: We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum average daily balance of \$1,000.00 to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Limitations: You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

Time Account Information: Your account will mature on March 25, 2004. If you withdraw any of the principal before the maturity date, we may impose a penalty of six (6) month's interest on the amount withdrawn. This account will automatically renew. You will have ten (10) Calendar Days after the maturity date to withdraw funds without penalty.

Account Fees: The following fee applies to this account: Special Cut-Off Statement Printing: \$5.

| | | |
|-----------------------------------|--------------------|--|
| NON TRANSFERABLE - NON NEGOTIABLE | Member FDIC | Signature and Title of Authorized Financial Institution Signer <i>Molly White</i> |
|-----------------------------------|--------------------|--|

TIME DEPOSIT AGREEMENT - 12-23 MONTH AUTO RENEW CD

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

OTHER ACCOUNT RULES. The following rules also apply to the Account.

Surrender of Instrument. We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign any affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

Death of Account Holder. Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

Indemnity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Original: Customer

Ex. B

Pledge. You agree not to pledge your Account without our prior consent. You may not withdraw funds from your Account until all obligations secured by your Account are satisfied.

SURRENDER OF TIME DEPOSIT

CD # 0220104049

This certificate is hereby surrendered.

Date: _____

Number of Signers Required: Any one (1) of the Authorized Signers(s) shown below.

ACCOUNT HOLDER:

WYOMING DEPT OF ENVIRONMENTAL QUALITY

By: _____
Authorized Signer

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

| | | | |
|-----------|--------------------------------|--------|---|
| Name | Future Enterprises, LLC | Status | Inactive - Administratively Dissolved (Tax) |
| Filing ID | 2001-000426526 | | |
| Type | Limited Liability Company | | |

General Information

| | | | |
|------------------|---------------------------------------|------------------------|---------------------|
| Old Name | | Sub Status | Archived |
| Fictitious Name | | Standing - Tax | Delinquent |
| | | Standing - RA | Good |
| Sub Type | Flexible Limited Liability Company | Standing - Other | Good |
| Formed in | Wyoming | Filing Date | 11/02/2001 12:00 AM |
| Term of Duration | Expires | Delayed Effective Date | |
| | | Inactive Date | 06/04/2008 |

Principal Address

1621 Commercial Ave.
Sheridan, WY 82801

Mailing Address

1621 Commercial Ave.
Sheridan, WY 82801

Registered Agent Address

Gary D Muller
1105 Burton St
Sheridan, WY 82801

Parties

| Type | Name / Organization / Address |
|------|-------------------------------|
|------|-------------------------------|

Notes

| Date | Recorded By | Note |
|------|-------------|------|
|------|-------------|------|

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

| | | | |
|-----------|--------------------------------|--------|---|
| Name | Future Enterprises, LLC | Status | Inactive - Administratively Dissolved (Tax) |
| Filing ID | 2001-000426526 | | |
| Type | Limited Liability Company | | |

Most Recent Annual Report Information

| | | | |
|-------------|---------------------|-----------|----------|
| Type | Original | AR Year | 2006 |
| License Tax | \$50.00 | AR Exempt | N |
| AR Date | 12/15/2006 12:00 AM | AR ID | 00743430 |
| Web Filed | N | | |

Officers / Directors

| Type | Name / Organization / Address |
|------|-------------------------------|
|------|-------------------------------|

Principal Address

Mailing Address

1621 Commercial Ave.
Sheridan, WY 82801

Annual Report History

| Num | Status | Date | Year | Tax |
|----------|----------|------------|------|---------|
| 00558705 | Original | 01/16/2003 | 2002 | \$50.00 |
| 00594881 | Original | 11/20/2003 | 2003 | \$50.00 |
| 00647902 | Original | 01/27/2005 | 2004 | \$50.00 |
| 00684589 | Original | 11/02/2005 | 2005 | \$50.00 |
| 00743430 | Original | 12/15/2006 | 2006 | \$50.00 |

Amendment History

| ID | Description | Date |
|----------------|--|------------|
| 2010-000865017 | System Archive | 06/06/2010 |
| | Filing Sub Status Changed From: Current To: Archived | |
| 2008-000682514 | Administrative Dissolution (Tax) | 06/04/2008 |
| | Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax) | |
| 2007-000643078 | Delinquency Notice - Tax | 11/02/2007 |
| See Filing ID | Initial Filing | 11/02/2001 |

DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE OF WYOMING

NOTICE OF VIOLATION

IN THE MATTER OF THE NOTICE OF)
VIOLATION ISSUED TO:)
) DOCKET NO. 6084-21
ATTN: MR. GARY MULLER)
FUTURE ENTERPRISES, LLC)
1619 EAST 8th STREET)
LAUREL, MT 59044)
)
OPERATOR, LMO NO. ET1179 -)
LIMITED MINING OPERATION)

NOTICE


NOTICE IS HEREBY GIVEN THAT:

1. Notice of Violation (NOV) is being sent to you pursuant to Wyoming Statute §35-11-701(c)(i) which requires that a written notice shall be issued in the case of failure to correct or remedy an alleged violation.
2. The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) Non-coal Rules and Regulations (R&R), Chapter 10, Section 5(i) states "The operation will be considered to be abandoned if any of the following occur: (A) The individual, partnership, or corporation conducting the operation goes out of business. (B) No further mining or reclamation work has been done from one annual report to the next. (C) The mineral being mined has been exhausted. (D) The period of time for which the surface owner (or lessee) gave permission has expired and a written extension has not been obtained."
3. The Wyoming Secretary of State dissolved 2001-000426526, Future Enterprises, LLC, on June 4, 2008 for delinquent taxes. No mineral has been reported as removed from the mine since the 2008-2009 Annual Report. As such, ET1179 is considered to be abandoned per WDEQ/LQD R&R, Chapter 10, Section 5.(a)(i) since at or before June 4, 2008.
4. WDEQ/LQD R&R, Chapter 10, Section 5.(a) states "After the mining operations have ceased or within 30 days after the abandonment of the mining operation, the operator shall notify the Administrator of such fact and commence reclamation and restoration."
5. Future Enterprises, LLC did not notify the Administrator or commence reclamation or restoration within 30 days of abandonment which is a violation of WDEQ/LQD R&R, Chapter 10, Section 5.(a).
6. WDEQ/LQD R&R, Chapter 10, Section 3 states "The operator shall file annual reports pursuant to W.S. § 35-11-401(k)." W.S. § 35-11-401(k) states "An operator conducting operations pursuant to W.S. § 35-11-401(E)(vi) shall file an annual report with the Administrator on or within thirty (30) days prior to the anniversary date of the commencement date of the initial operation."
7. Future Enterprises, LLC has not filed an annual report with the Administrator since October 15, 2014 which is a violation of WDEQ/LQD R&R, Chapter 10, Section 3 and W.S. § 35-11-401(k).


8. Wyoming Statute §35-11-901(a) provides that any person who violates any provision of the Environmental Quality Act or any rule, standard, permit, license or variance adopted hereunder is liable to a penalty of ten thousand dollars (\$10,000.00) for each day of violation, which penalty may be recovered in a civil action brought by the Attorney General in the name of the People of the State of Wyoming.

NOTHING IN THE NOTICE shall be interpreted to in any way limit or contravene any other remedy available under the Environmental Quality Act, nor shall this NOV be interpreted as being a condition precedent to any other enforcement action.

SIGNED this 14th day of April, 2021



Todd Parfitt
Director
Department of Environmental Quality

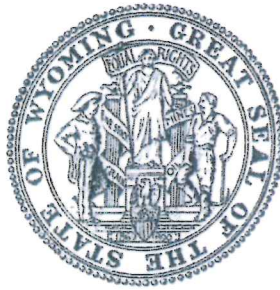


Kyle Wendtland
Land Quality Division Administrator
Department of Environmental Quality

Please direct all inquiries regarding this Notice of Violation to Mr. Mark Rogaczewski, District III Supervisor, Wyoming Department of Environmental Quality/Land Quality Division, 2100 West 5th Street, Sheridan, WY, 82801

LMO No. ET1179 - Limited Mining Operation

cc: Mark Rogaczewski, LQD
File, LMO No. ET1179



Office of the Attorney General

Governor
Mark Gordon

Water and Natural Resources Division
109 State Capitol
Cheyenne, Wyoming 82002
307-777-6946 Telephone
307-777-3542 Fax

Chief Deputy Attorney General
Ryan Schelhaas

Attorney General
Bridget Hill

Division Deputy
James Kaste

August 31, 2021

**CERTIFIED MAIL NOS: 7015 1730 0000 3880 0568; 7015 1730 0000 3880 0551;
7015 1730 0000 3880 0544; 7015 1730 0000 3880 0537**

Future Enterprises, LLC
Attn: Gary Muller, Registered Agent
1105 Burton Street
Sheridan, Wyoming 82801

Gary Muller
1619 East 8th Street
Laurel, Montana 59044

First Interstate Bank
Post Office Box 6499
Sheridan, Wyoming 82801

First Northern Bank of Wyoming
Post Office Box 400
Buffalo, Wyoming 82834

RE: Notice of Proposed Bond Forfeiture

Dear Mr. Muller:

The Wyoming Department of Environmental Quality (Department) is seeking forfeiture of the following reclamation performance bonds, pursuant to Wyo. Stat. Ann. § 35-11-421:

| LMO No. | Bond. No. | Amount | Form of Bond |
|----------------|------------------|---------------|---|
| ET1179 | 22010409 | \$1,500.00 | Certificate of Deposit (First Interstate Bank) |
| ET1179 | 8978 | \$3,000.00 | Certificate of Deposit (First Northern Bank of Wyoming) |
| ET1335 | 220144610 | \$5,000.00 | Certificate of Deposit (First Interstate Bank) |
| ET1366 | 220144743 | \$4,000.00 | Certificate of Deposit (First Interstate Bank) |

Ex. E

Future Enterprises, LLC
August 31, 2021
Page 2 of 2

Future Enterprises, LLC is the responsible operator for the limited mining operations (LMOs) listed above. Future Enterprises has not filed annual reports for any of the above LMOs since October 2014. The Wyoming Secretary of State's records show that Future Enterprises was administratively dissolved on June 4, 2008. On April 14, 2021, the Department issued Notices of Violation to Future Enterprises for failing to commence reclamation when it ceased mining operations at each LMO.

Despite the Department's prior notices, Future Enterprises has failed to satisfy its reclamation obligations for LMOs ET1179, ET1335, and ET1366. Accordingly, the Department now seeks to forfeit the reclamation bonds Future Enterprises posted to ensure the reclamation of these operations. On June 21, 2021 (ET1179 and ET1335), and June 24, 2021 (ET1366), the Department sought approval from the Wyoming Environmental Quality Council to initiate bond forfeiture proceedings for each LMO. The Council approved the Department's requests on August 17, 2021. The Council's Orders of Approval are attached.

The Wyoming Attorney General's Office is hereby notifying you that the Department will seek an order from the Council forfeiting the bonds identified in this letter. The Council will order these bonds forfeited unless you make a written demand for a hearing to the Council within thirty days after receiving this notice. If the bonds are forfeited, the Department will apply the proceeds to Future Enterprises' reclamation obligations.


If you have any questions concerning this matter, please contact me at (307) 777-6199 or matt.vanwormer@wyo.gov.


Sincerely,



Matt Van Wormer,
Senior Assistant Attorney General

cc: Kyle Wendtland, LQD Administrator
Mark Rogaczewski, District III Supervisor
David Schellinger, Natural Resources Program Principal
Kole Stewart, Natural Resource Analyst

| 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>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Jeremy S. Roark</i></p> <p>C. Date of Delivery <i>9-3-21</i></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>1. Article Addressed to:</p> <p style="text-align: center;">First Interstate Bank Post Office Box 6499 Sheridan, Wyoming 82801</p>  <p>9590 9401 0160 5234 1657 09</p> | <p>3. Service Type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7015 1730 0000 3880 0551</p> | |
| PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt | |

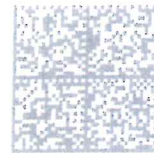
| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|---|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>C.J. Constantine</i></p> <p>C. Date of Delivery <i>9/17/21</i></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>1. Article Addressed to:</p> <p style="text-align: center;">First Northern Bank of Wyoming Post Office Box 400 Buffalo, Wyoming 82834</p>  <p>9590 9401 0160 5234 1658 46</p> | <p>3. Service Type</p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7015 1730 0000 3880 0568</p> | |
| PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt | |

CERTIFIED MAIL

OF WYOMING
NEY GENERAL
ATE CAPITOL
, WYOMING 82002



7015 1730 0000 3880 0544



U.S. POSTAGE FITNEY BOWE
ZIP 82001 \$ 007.53
02 4W
0000379029 SEP 01 2021

RECEIVED

Tracking # _____

SEP 10 2021

File # _____

ADMINISTRATION

ATTORNEY GENERAL'S OFFICE

Future Enterprises, LLC
Attn: Gary Muller, Reg. Agent
1105 Burton Street,
Sheridan, Wyoming 82801

NMR

RECEIVED
WYOMING ATTORNEY
GENERAL OFFICE, NMR

NIXIE 888 DE 1 0009/07/21

RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

Ex. F

8280132895 C004

BC: 82002

*1379-11408-01-43

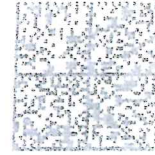


WYOMING
 GENERAL
 CAPITOL
 WYOMING 82002

CERTIFIED MAIL



7015 1730 0000 3880 0537



U.S. POSTAGE PITNEY BOWES
 ZIP 82001 \$ 007.53⁰
 02 4W
 0000379029 SEP 01 2021

Gary Muller
 1619 East 8th Street
 Laurel, Montana 59044

WYOMING ATTORNEY
 GENERAL OFFICE MAIL

SEP 7 2021

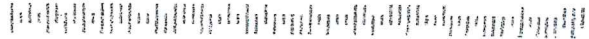
RECEIVED

RECEIVED
 King # _____
 SEP 7 2021
 File # _____
 ADMINISTRATION
 WYOMING GENERAL'S OFFICE

808 NFE 1 32010000/01/21
 FORWARD TIME EXP RTN TO SEND
 MULLER GARY D
 6 HEATHERWOOD LN
 BILLINGS MT 59102-2449

5904482205 C002

RETURN TO SENDER



| 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. | <p>A. Signature X <i>CIA SL CTZ</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Nora Ellsworth</i></p> <p>C. Date of Delivery <i>9/21</i></p> |
| <p>1. Article Addressed to:</p> <p>Gary Muller 6 Heatherwood Ln Billings, MT 59102-2449</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> |
| <p>2. Article Number (Transfer from service label)</p> | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> |

7015 1730 0000 7207 3331

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Ex. G