

Matt VanWormer, WSB #7-5804
Senior Assistant Attorney General
Wyoming Attorney General's Office
109 State Capitol
Cheyenne, WY 82002
(307) 777-6199
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**BEFORE THE ENVIRONMENTAL QUALITY COUNCIL
STATE OF WYOMING**

IN THE MATTER OF THE BOND)
FORFEITURE PROCEEDINGS)
AGAINST THE BOND OF) **Docket No. 21-4502**
In RE Future Enterprises LLC)
ET1335)

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 December 16, 2005, the Department issued Limited Mining Operation (LMO) No. ET1335 to Future Enterprises, LLC and L & K Sales, Inc. Under this LMO authorization, Future Enterprises and L & K Sales operated a sand and gravel pit located in the NW 1/4, SE 1/4, Section 2, Township 56 North, Range 86 West in Sheridan County. Future Enterprises and L & K Sales disturbed approximately 1.5 acres through their mining activity at ET1335.

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 ET1335. Specifically, Future Enterprises posted a \$5,000.00 Certificate of Deposit, Bond No. 220144610, issued by First Interstate Bank. Ex. A.

3. Future Enterprises and L & K Sales have not engaged in mining at ET1335 since 2008. Future Enterprises submitted its last Annual Report for ET1335 in 2014.

4. Neither Future Enterprises nor L & K Sales has reclaimed any portion of the surface disturbance at ET1335.

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

6. On March 12, 2011, the Wyoming Secretary of State administratively dissolved L & K Sales for delinquent taxes. Ex. C. As a result, L & K Sales is no longer licensed to do business in Wyoming.

7. On April 14, 2021, the Department issued Future Enterprises a Notice of Violation for abandonment and failure to reclaim ET1335 (Docket No. 6083-21). Ex. D.

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

9. 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.

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

11. On August 31, 2021, the Attorney General's Office sent notices of the forfeiture proceedings to Future Enterprises, L & K Sales, and First Interstate Bank by certified mail. Ex. E and F.

12. The notices stated that the Council would enter an order forfeiting Bond No. 220144610, in the amount of \$5,000.00, unless Future Enterprises or L & K Sales requested a hearing within thirty days. *Id.*

13. Notice was delivered to First Interstate Bank on September 3, 2021. Ex. G. The notices sent to Future Enterprises and L & K Sales were returned to the Attorney General's Office as undeliverable. *Id.*

14. 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. H.

15. Neither the Attorney General's Office nor the Council has received a hearing request from Future Enterprises, L & K Sales, or First Interstate Bank.

16. 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 \$5,000.00, to be used by the Department to reclaim the lands affected by Future Enterprises' mining activities under ET1335.

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

L & K Sales, Inc. – By US Mail

Kathy Brown, Registered Agent
1279 North Main Street
Sheridan, Wyoming 82801

First Interstate Bank – By US Mail

Post Office Box 6499
Sheridan, Wyoming 82801



Cheryl Lobb, Paralegal
Wyoming Attorney General's Office

1335 ET D-3

Receipt No. 2920

TIME DEPOSIT

Future Enterprises, ddc

Primary SSN: 83-0335818 COD 220144610
Issue Date: 11/15/2005 Deposit Amount: 5000.00 Term: 36 Months

Maturity Date: 11/15/2008

One-Way Option: Date exercised N/A New Rate N/A New APY N/A Deposit \$ N/A Customer Initials



CONFIRMATION OF TIME DEPOSIT, SIGNATURE CARD and ACCOUNT AGREEMENT

19 AUTO Port Number: 2000725

This Time Deposit is issued to:
WY DEPT ENVIRONMENTAL QUALITY
1279 N MAIN ST
SHERIDAN WY 82801-3041

Issuer:
FIRST INTERSTATE BANK
1613 COFFEEN AVENUE
SHERIDAN, WY 82801-5707
By NANCY THORPE #

COPY

Not Transferable - Non Negotiable

Terms and Disclosures

This form contains the terms for your Time Deposit Account. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below.

Maturity Date: This account matures on 11/15/2008 (See below for renewal information.)

Rate Information: The interest rate (Rate) for your account is 3.6900% with an Annual Percentage Yield (APY) of 3.69%. This rate will be paid until the maturity date specified above.

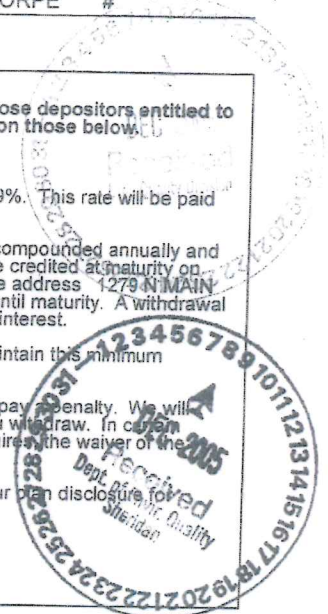
Interest begins to accrue on the business day you deposit any noncash item (for example, a check). Interest will be compounded annually and will be credited Annually on Time Deposits of twelve (12) months or more. Interest will not be compounded and will be credited at maturity on Time Deposits of eleven (11) months or less. Interest on your Account will be credited by mailing a check to you at the address 1279 N MAIN ST SHERIDAN WY 82801-3041. The Annual Percentage Yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. If you close your account before interest is credited, you will not receive the accrued interest.

Minimum Balance Requirement: You must make a minimum deposit to open this account of \$1,000.00. You must maintain this minimum balance on a daily basis to earn the Annual Percentage Yield disclosed.

Early Withdrawal Penalty: If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

If this is an IRA - There will be a \$25 Transfer Fee if this account is transferred to another financial institution. See your plan disclosure for further information regarding early withdrawals from an IRA account.

Renewal Policy: Upon maturity, This account will automatically renew on the maturity date (see page two for terms.)



ACCOUNT OWNERSHIP

You have requested and intend the type of account marked below.

- Individual
- Joint Account - With Survivorship (and not as tenants in common)
- Joint Account - No Survivorship (as tenants in common)
- Trust - Separate Agreement dated: _____

If husband and wife Account Owners elect to have "Joint -With Survivorship ownership of the Account, the Account Owners expressly disclaim an intent to hold the Account as tenants by the entireties.

- Revocable Trust or Pay on Death

Designation as defined in this agreement (List beneficiaries below)

If checked, Master Signature Card on file under COD # _____

TIN/BACKUP WITHHOLDING:

Reporting SSN/EIN: 83-0335818
Under penalties of perjury I certify that the above number is my correct Taxpayer Identification Number, I am a U.S. person (including a U.S. resident alien) and that I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

X WY DEPT ENVIRONMENTAL Date

SIGNATURES: I AGREE TO THE TERMS STATED ON PAGE ONE AND PAGE TWO.

X WY DEPT ENVIRONMENTAL

X _____

X _____

If checked, this is a temporary account agreement.

GENERAL TERMS AND DISCLOSURES

DEFINITIONS: "We," "our," and "us" mean the issuer of this account and "I," "you" and "your" mean the depositor(s) or any individual(s) signing on behalf of the depositor(s). "Account" means the original Confirmation of Time Deposit Account or Time Certificate of Deposit as well as the deposit it evidences.

TRANSFER: "Transfer," means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign this signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The number of endorsements needed for withdrawal or any other purpose is ONE. The specific number of you who must agree to any withdrawal is one. These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint Account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint Account owner pledges the account for payment of a debt and then dies, the surviving parties' rights in this account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - Such an account is owned by one person. Joint Account With Survivorship (And Not As Tenants In Common) - Such an account is owned by two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account ownership as joint tenants with survivorship and not as tenants in common.

Joint Account-No Survivorship (As Tenants In Common) - Such an account is owned by two or more persons but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of endorsements" necessary for withdrawal.

Revocable Trust and Pay-on-Death Account (subject to this agreement) - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any such beneficiary may withdraw all or any part of the account balance. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the balance in the account each day. We will use an interest accrual basis of 365 for each day in the year.

WITHDRAWAL LIMITATIONS: You cannot withdraw from this account without our consent except on or after maturity. If this is an IRA - Withdrawals are limited to Qualified Distributions as defined in the Custodial Account Application given to you at account opening. For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty. In certain circumstances, such as the death or incompetence of an account owner, law permits, or requires, the waiver of the early withdrawal penalty specified below.

ACCOUNT SPECIFIC TERMS AND DISCLOSURES

EARLY WITHDRAWAL PENALTY (AND INVOLUNTARY WITHDRAWALS): The penalty will be forfeiture of all interest earned on Time Deposit Accounts of two months or less, three months' interest on Time Deposit Accounts of eleven months or less, and six months' interest on Time Deposit Accounts of twelve months or more, on the amount withdrawn. We may impose early withdrawal penalties on a withdrawal from an account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal.

IF CHECKED, YOUR ACCOUNT WILL AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal). One-Way Time Deposit Accounts will automatically renew on the maturity date into a standard 24-month automatically renewable Time Deposit Account. You must notify us in writing before, or within a ten-day grace period after, the maturity date if you do not want this account to automatically renew. Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term. We will determine the rate for each renewal term on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On Time Deposit Accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

IF CHECKED, YOUR ACCOUNT WILL NOT AUTOMATICALLY RENEW: If you do not renew the account, we will place your deposit in a non-interest bearing account.

IF CHECKED, YOUR ACCOUNT IS A ONE-WAY TIME DEPOSIT ACCOUNT TRANSACTION LIMITATIONS: You may make one (1) additional deposit during the original term of this Time Deposit Account. This deposit can be equal to or less than the original face value of this Time Deposit Account, but cannot exceed \$25,000.

RATE INFORMATION: The interest rate and annual percentage yield may change. You may change the rate once during the original term of the One-Way Time Deposit Account at your discretion. The interest rate and resulting annual percentage yield will change to the interest rate currently being paid by us on that date on Time Deposit Accounts with a term length equal to the remaining term length of this Time Deposit Account. Your new interest rate will be determined by the market. The effective date of this change will be when you notify us in writing, or in person or when you present us with the original Time Deposit Account, at which time we will adjust the new interest rate and annual percentage yield on your Time Deposit Account.

You may not convert a One-Way Time Deposit Account to another One-Way Time Deposit Account offered at a later time. The rate increase option for One-Way Time Deposit Accounts expires when the original term of the One-Way Time Deposit Account matures. You cannot use the special rate option for One-Way Time Deposit Accounts in conjunction with any other special program and/or discount that is offered by First Interstate Bank.

IF CHECKED, YOUR ACCOUNT IS NOT A ONE-WAY TIME DEPOSIT ACCOUNT TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). RATE INFORMATION: The interest rate and resulting annual percentage yield stated on page one will be paid until the maturity date also specified on page one of your Account.

See your plan disclosure if this account is part of an IRA or Keogh.

BANK USE ONLY

I hereby authorize the withdrawal of funds from Time Deposit Account # 220144610

Authorized Signer _____ Date _____ Authorized Signer _____ Date _____

Amount redeemed \$ _____ Bank Representative _____

Paid by: Check # _____ = \$ _____; Check # _____ = \$ _____

Deposited to: Acct # _____ = \$ _____; Acct # _____ = \$ _____

ID: _____ ID: _____ FBC27-2 Last updated 08/22/2005

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		
Filing ID	2001-000426526		
Type	Limited Liability Company	Status	Inactive - Administratively Dissolved (Tax)

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
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Notes

Date	Recorded By	Note
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Filing Information



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

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

Most Recent Annual Report Information

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

Officers / Directors

Type	Name / Organization / Address
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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

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	L & K Sales, Inc.	Status	Inactive - Administratively Dissolved (Tax)
Filing ID	2000-000400264		
Type	Profit Corporation		

General Information

Old Name		Sub Status	Archived
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	01/10/2000 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	03/12/2011

Share Information

Common Shares	1,000	Preferred Shares	Additional Stock	N
Par Value	0.0000	Par Value	0.0000	

Principal Address

996 US Hwy # 14
Sheridan, WY 82801

Mailing Address

996 US Hwy # 14
Sheridan, WY 82801

Registered Agent Address

Kathy Brown
1279 N Main St
Sheridan, WY 82801

Parties

Type	Name / Organization / Address
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Notes

Date	Recorded By	Note
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Filing Information



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

Name	L & K Sales, Inc.		
Filing ID	2000-000400264		
Type	Profit Corporation	Status	Inactive - Administratively Dissolved (Tax)

Most Recent Annual Report Information

Type	Original			AR Year	2010
License Tax	\$127.01	AR Exempt	N	AR ID	01105201
AR Date	1/17/2010 12:49 PM				
Web Filed	Y				

Officers / Directors

Type	Name / Organization / Address
President	Kathy Brown 996 HWY 14 East, Sheridan, WY 82801
Treasurer	Tim Brown 1355 Spaulding St., Sheridan, WY 82801

Principal Address

996 US Hwy # 14
Sheridan, WY 82801

Mailing Address

996 US Hwy # 14
Sheridan, WY 82801

Annual Report History

Num	Status	Date	Year	Tax
00474457	Original	01/31/2001	2001	\$87.55
00505895	Original	12/03/2001	2002	\$77.46
00551440	Original	11/13/2002	2003	\$94.39
00646087	Original	01/10/2005	2004	\$154.99
00646451	Original	01/10/2005	2005	\$163.00
00686687	Original	11/16/2005	2006	\$149.11
00749850	Original	01/19/2007	2007	\$152.36
00847513	Original	01/18/2008	2008	\$143.20
01008956	Original	05/01/2009	2009	\$100.00
Principal Address 1 Changed From: 1279 N. Main St. To: 996 US Hwy # 14				
01105201	Original	01/17/2010	2010	\$127.01

Amendment History

ID	Description	Date
2013-001473834	System Archive	03/14/2013
Filing Sub Status Changed From: Current To: Archived		

Filing Information



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

Name **L & K Sales, Inc.**

Filing ID **2000-000400264**

Type	Profit Corporation	Status	Inactive - Administratively Dissolved (Tax)
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2011-000955403	Administrative Dissolution (Tax)		03/12/2011
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Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)

2011-000918418	Delinquency Notice - Tax		01/02/2011
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2010-000812767	Delinquency Notice - Tax		01/02/2010
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2009-000751620	Reinstatement - Tax		05/01/2009
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Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active

Inactive Date Changed From: 03/15/2009 To: No value

2009-000742571	Administrative Dissolution (Tax)		03/15/2009
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Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)

2009-000713214	Delinquency Notice - Tax		01/05/2009
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2008-000650912	Delinquency Notice - Tax		01/02/2008
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See Filing ID	Initial Filing		01/10/2000
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DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE OF WYOMING

NOTICE OF VIOLATION

IN THE MATTER OF THE NOTICE OF)
VIOLATION ISSUED TO:)
) DOCKET NO. 6083-21
ATTN: MR. GARY MULLER)
FUTURE ENTERPRISES, LLC)
1619 EAST 8th STREET)
LAUREL, MT 59044)
)
OPERATOR, LMO NO. ET1335 -)
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.(a)(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 2007-2008 Annual Report. As such, ET1335 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. ET1335 - Limited Mining Operation

cc: Mark Rogaczewski, LQD
File, LMO No. ET1335



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



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 NO: 7015 1730 0000 3880 0575

L & K Sales, Inc.
Kathy Brown, Registered Agent
1279 North Main Street
Sheridan, Wyoming 82801

RE: Notice of Proposed Bond Forfeiture

Dear Ms. Brown:

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

LMO No.	Bond. No.	Amount	Form of Bond
ET1335	220144610	\$5,000.00	Certificate of Deposit (First Interstate Bank)

Future Enterprises, LLC is the responsible operator for the limited mining operations (LMO) listed above. However, LMO ET1335 was jointly issued to Future Enterprises and L & K Sales, Inc. Neither party has filed an annual report for LMO ET1335 since October 2014. The Wyoming Secretary of State's records show that L & K Sales, Inc. was administratively dissolved on March 12, 2011. On April 14, 2021, the Department issued a Notice of Violation to Future Enterprises for failing to commence reclamation when it ceased mining operations at LMO ET1335.

Future Enterprises and L & K Sales have failed to satisfy their reclamation obligations for LMO ET1335. Accordingly, the Department now seeks to forfeit the

Ex. F

L & K Sales, Inc.
August 31, 2021
Page 2 of 2

reclamation bond Future Enterprises posted to ensure the reclamation of these operations. On June 21, 2021, the Department sought approval from the Wyoming Environmental Quality Council to initiate bond forfeiture proceedings for LMO ET1335. The Council approved the Department's request on August 17, 2021. The Council's Order of Approval is attached.

The Wyoming Attorney General's Office is hereby notifying you that the Department will seek an order from the Council forfeiting the bond identified in this letter. We have separately notified Future Enterprises of this forfeiture request. The Council will order this bond forfeited unless you make a written demand for a hearing to the Council within thirty days after receiving this notice. If the bond is forfeited, the Department will apply the proceeds to Future Enterprises' and L & K Sales' 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 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.

1. Article Addressed to:

First Interstate Bank
 Post Office Box 6499
 Sheridan, Wyoming 82801



2. Article Number (Transfer from service label)

7015 1730 0000 3880 0551

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] Agent
 Addressee

B. Received by (Printed Name)

Jeremy S. Roark

C. Date of Delivery

9-3-21

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



7015 1730 0000 3880 0544

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

NMR

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0009/07/21

RETURN TO SENDER
 NO MAIL RECEPTACLE
 UNABLE TO FORWARD

8280182835 C004 *NMR*

BC: 82002

*1379-11408-01-43

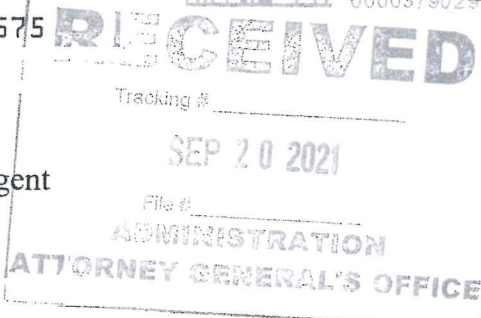
CERTIFIED MAIL®



7015 1730 0000 3880 0575

ANK

L & K Sales, Inc.
 Kathy Brown, Registered Agent
 1279 North Main Street
 Sheridan, Wyoming 82801



NIXIE

808 FE 1

0009/14/21

RETURN TO SENDER
 ATTEMPTED - NOT KNOWN
 UNABLE TO FORWARD

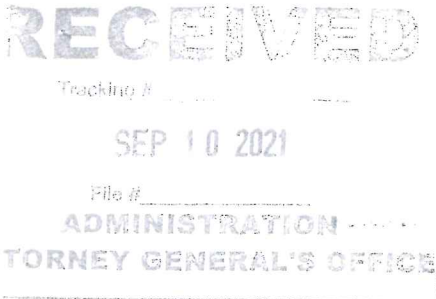
Ex. G

8280183041 C010 *ANK*

BC: 82002

*1379-11430-01-43

WYOMING
 GENERAL
 CAPITOL
 WYOMING 82002



U.S. POSTAGE® FITNEY BOWES



RECEIVED
 WYOMING ATTORNEY
 GENERAL OFFICE, WNA

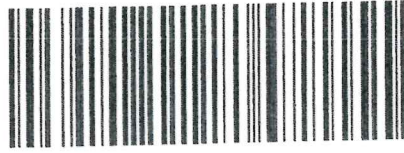
U.S. POSTAGE® FITNEY BOWES



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WYOMING 82002

CERTIFIED MAIL®



7015 1730 0000 3880 0537



U.S. POSTAGE PITNEY BOWES



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0000378029 SEP 01 2021

Gary Muller
1619 East 8th Street
Laurel, Montana 59044

WYOMING ATTORNEY
GENERAL OFFICE WHP

RECEIVED

RECEIVED

Tracking # _____

SEP 7 2021

File # _____

ADMINISTRATION
ATTORNEY GENERAL'S OFFICE

808 NFE 1 32018089/01/21
FORWARD TIME EXP RTN TO SEND
MULLER GARY O
6 HEATHERWOOD LN
BILLINGS MT 59102-2449

5904492205 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 <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>X 09 JL CTZ</i></p> <p>B. Received by (Printed Name), <i>Nora Ellsworth</i></p> <p>C. Date of Delivery <i>9/21</i></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>1. Article Addressed to:</p> <p>Gary Muller 6 Heatherwood Ln Billings, MT 59102-2449</p>	<p>3. Service Type</p> <p><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>7015 1730 0000 7207 3331</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Ex. H