<table>
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<th>Entity #</th>
<th>Current Permittee Companies</th>
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<th>UT</th>
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<td>249455</td>
<td>Alpha Natural Resources, Inc.</td>
<td>42-1638663</td>
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<td>249166</td>
<td>Alpha American Coal Holding, LLC</td>
<td>13-2793319</td>
<td>UT</td>
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<tr>
<td>249467</td>
<td>Alpha American Coal Company, LLC</td>
<td>54-1947356</td>
<td>UT</td>
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<td>147847</td>
<td>Plateau Mining Corporation</td>
<td>95-3761213</td>
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</table>
Alpha Natural Resources, Inc.
(a Delaware corporation)

DE (7-19-04) d/b/i: CO (8-7-09)
(as FC 1 Corp.)
(8-19-04 – changed name to Foundation Coal Holdings, Inc.)
(7-31-09 -Alpha Natural Resources, Inc., a DE corp., restated 2-11-05, merged into Foundation Coal
Holdings, Inc. and changed its name to Alpha Natural Resources, Inc.)

Authorized Capital Stock:
400,000,000 Common Stock (par value $0.01 per share)
10,000,000 Preferred Stock (par value $0.01 per share)

EIN: 42-1638663
CIK: 0001301063
CCC: Scrnraza8
CUSIP No.: 02076X 102

One Alpha Place Zip 24202
P.O. Box 16429 Zip 24209
Bristol, VA
276.619.4410 - phone
276.628.3110 - fax

Annual Meeting: May

R/A: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Officers:

Chairman and Chief Executive Officer
5-17-12 7-31-09
Kevin S. Crutchfield

President
4-11-12
Paul H. Vining

Executive Vice President and Chief Strategy Officer
7-31-09
Philip J. Cavatoni

Executive Vice President, General Counsel and Secretary
7-31-09
Vaughn R. Groves

Executive Vice President, Chief Financial Officer, Treasurer and
Assistant Secretary
7-31-09
Frank J. Wood

Executive Vice President and Chief Commercial Officer
11-8-12
Brian D. Sullivan

Assistant Secretary
7-13-12
William L. Phillips, III

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
Directors:
William J. Crowley, Jr. 12-01-04
Kevin S. Crutchfield 07-31-09
E. Linn Draper, Jr. 07-31-09
Glenn A. Eisenberg 07-31-09
Deborah M. Fretz 02-22-12
P. Michael Gifos 12-07-05
L. Patrick Hassey 08-01-12
Joel Richards, III 03-08-05
James F. Roberts 08-17-04
Ted G. Wood 07-31-09

Business Purpose: Coal mining company.

CEO
8-17-04 – 7-31-09
J. F. Roberts

Chairman of the Board
4-1-06 – 7-31-09

J. F. Roberts

COO
1-1-08 – 7-31-09
K. D. Kost

Sr VP
8-17-04 – 7-31-09
F. J. Wood

SR VP, Safety & HR
8-17-04 – 7-31-09
M. R. Peelish

GC & Secy
8-17-04 – 7-31-09
G. A. Walker

Director
2-26-09 – 7-31-09
K. D. Kost

Lead Independent Director
4-1-06 – 7-31-09
J. Richards, III

Chief Information Officer & Sr. VP
12-13-07 – 7-31-09
J. A. Olsen

Sr. VP, Operations
6-18-07 – 7-31-09
J. J. Bryja

Sr. VP, Sales & Marketing
5-18-06 – 7-31-09
A. S. Pack, Jr.

VP
9-13-07 – 7-31-09
J. L. Anderson, Jr.

Corporate Controller
12-15-04 – 7-31-09
J. L. Anderson, Jr.
Alpha Natural Resources, Inc. (cont’d)

VP, Investor & Media Relations
9-17-07 – 7-31-09
T. C. Allen

Treasurer
8-17-04 – 7-31-09
G. G. Pearson

Assistant Secretary
10-7-04 – 7-31-09
E. C. Katz

Director
8-17-04 – 7-31-09
D. I. Foley

Director
8-17-04 – 7-31-09
A. T. Krueger

Director
12-7-05 – 7-31-09
R. C. Schapp

Director
4-1-06 – 7-31-09
T. V. Shockey, III

Exec. VP & Chief Commercial Officer
7-31-09 – 9-4-09
J. V. Porco

Executive Chairman
7-31-09 – 12-31-09
M. J. Quillen

Director
7-31-09 – 1-5-11 (deceased)
J. W. Fox, Jr.

Senior VP
8-17-04 – 1-28-11
G. A. Walker

EVP and CAO (redesignated EVP and Running Right Officer)
7-31-09 – 6-1-11
R. L. McMillion

EVP – Sales (redesignated EVP – Sales and Marketing)
9-14-09 – 6-1-11
A. S. Pack, Jr.

EVP & CSO (redesignated EVP & CAO)
7-31-09 – 6-1-11
M. R. Peedish

EVP – Sales and Marketing
6-1-11 – 12-1-11
A. S. Pack, Jr.

EVP and Running Right Officer (redesignated EVP – Business Excellence)
6-1-11 – 2-22-12
R. L. McMillion

EVP & CRO (redesignated EVP)
7-31-09 – 2-22-12
E. W. Neely

EVP & CAO (redesignated EVP – Environmental Affairs and Sourcing)
6-1-11 – 2-22-12
M. R. Peedish

EVP – Environmental Affairs and Sourcing
6-1-11 – 4-2-12
M. R. Peedish

President
1-1-08 – 4-11-12
K. D. Kost

EVP and Chief Commercial Officer (re-designated President)
5-9-11 – 4-11-12
P. H. Vining

Director and Non-Executive Chairman of the Board
01-01-10 – 5-17-12
M. J. Quillen

Assistant Secretary
6-1-11 – 7-13-12
R. R. Grimm

Executive Vice President – Business Excellence
2-22-12 – 9-18-12
R. L. McMillion

Executive Vice President
2-22-12 – 9-18-12
E. W. Neely
Foundation Coal Holdings, LLC merged into Foundation Coal Holdings, Inc. 8-17-04.

FC 2 Corp., a Delaware corporation, merged into Alpha Natural Resources, Inc. on 7-31-09.

Foundation Coal Corporation, a Delaware corporation, merged into Alpha Natural Resources, Inc. on 8-1-09.
Alpha American Coal Holding, LLC
(a Delaware limited liability company)
(Alpha Natural Resources, Inc., Sole Member – 7-31-09)

DE (10-31-74)
(as Ruhrkohle-Stinnes Corporation)
(10-1-75 changed name to Ruhr-American Coal Corporation)
(12-22-98 changed name to RAG American Coal Corporation)
(6-18-99 changed name to RAG American Coal Holding, Inc.)
(7-30-04 stock sale to Foundation Coal Corporation)
(8-9-04 changed name to Foundation American Coal Holding, Inc.)
(8-19-05 converted to Foundation American Coal Holding, LLC)
(acquired 7-31-09)
(7-31-09 changed name to Alpha American Coal Holding, LLC)

One Alpha Place/Zip 24202
P.O. Box 16429/Zip 24209
Bristol, VA
276.619.4410 - phone

R/A: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

EIN: 13-2793319

Officers:

President and Manager
7-31-09  9-10-10
Kevin S. Crutchfield

Senior Vice President and Chief Financial Officer
3-2-04  3-2-04
Frank J. Wood

Vice President and Secretary
7-31-09  7-31-09
Vaughn R. Groves

Vice President and Assistant Secretary
7-13-12
William L. Phillips, III

Treasurer
6-1-11
G. Scott Cole

Assistant Treasurer
12-31-12
J. Todd Munsey

Assistant Treasurer
6-1-11
John W. Pearl

Assistant Secretary
6-1-11
Teresa J. Darnell

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
**Business Purpose:** Intermediate holding company for all U.S. affiliates.

<table>
<thead>
<tr>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
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<tbody>
<tr>
<td>Secretary</td>
<td>11-2-74</td>
<td>9-5-77</td>
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<tr>
<td>Director</td>
<td>12-5-74</td>
<td>4-30-78</td>
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<tr>
<td>Vice Chairman</td>
<td>12-6-74</td>
<td>4-30-78</td>
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<tr>
<td>Director</td>
<td>10-31-74</td>
<td>12-5-74</td>
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<tr>
<td></td>
<td>12-6-74</td>
<td>6-30-78</td>
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<tr>
<td>President</td>
<td>11-2-74</td>
<td>6-30-78</td>
</tr>
<tr>
<td>Executive VP</td>
<td>11-2-74</td>
<td>8-30-78</td>
</tr>
<tr>
<td>Corporate Controller</td>
<td>9-1-76</td>
<td>9-76</td>
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<tr>
<td></td>
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<tr>
<td>Secretary</td>
<td>8-31-78</td>
<td>7-11-79</td>
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<tr>
<td></td>
<td>6-28-79</td>
<td>9-1-78</td>
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<tr>
<td>VP - Industrial Relations</td>
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<tr>
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<td>3-31-81</td>
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<tr>
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<td>3-31-81</td>
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<tr>
<td>Director</td>
<td>11-16-76</td>
<td>3-31-81</td>
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<td>Director</td>
<td>10-21-77</td>
<td>4-1-81</td>
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<tr>
<td>Director</td>
<td>1-23-80</td>
<td>6-30-81</td>
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<tr>
<td>President and CEO</td>
<td>6-30-81</td>
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<tr>
<td>Director</td>
<td>12-5-74</td>
<td>9-30-82</td>
</tr>
</tbody>
</table>

A. E. Gooderum  
H. G. Willers  
H. G. Willers  
E. Albrecht  
E. Albrecht  
A. A. Meyer  
G. W. McQueen  
G. W. McQueen  
F. R. Coudert III  
F. B. Snyder  
K. Bund  
H. Grunewald  
F. C. Erasmus  
G. Knappmann  
T. F. Lugarie  
T. F. Lugarie  
Div. of Oil, Gas & Mining  
S. Batzel
Secretary  
_________ - 2-27-84
Exec. VP  
4-4-77 - 6-30-84
VP, Engineering  
5-31-77 - 6-30-84
President and CFO  
9-8-83 - 6-30-84
President  
7-1-81 - 9-8-83  
7-1-84 - 12-31-85
Director  
4-1-81 - 12-31-85
Director  
11-16-76 - 12-31-86
Chairman  
9-8-83 - 12-31-86
Assistant Secretary  
7-11-79 - 1-7-87
Secretary  
2-27-84 - 1-7-87
Director  
4-1-81 - 12-20-90
President  
10-23-86 - 4-30-93
Director  
10-23-86 - 9-30-93
Director  
10-23-86 - 9-30-93
Director  
4-1-81 - 9-30-93
Director  
7-1-81 - 9-30-93
Chairman  
5-1-93 - 9-30-93
Director  
10-23-86 - 3-22-95
COO  
_________ - 3-1-99
Director  
7-9-93 - 3-1-99
Secretary and Treasurer  
10-1-97 - 8-24-99
Treasurer  
8-24-99 - 3-23-00
Director  
9-8-97 - 9-30-00
Treasurer  
3-1-00 - 3-27-01
Asst. Treasurer  
3-1-00 - 3-27-01

F. E. Deitsch
C. R. Mayberry
C. H. Williams, Jr.
A. Haarmann
R-R Jakisch
R-R Jakisch
F. Esser
R-R Jakisch
F. R. Coudert III
G. H. Shenk
R. M. Kampschulte
R. Koehler
G. Buttacavoli
R. Koehler
G. Christoph
A. Haarmann
G. Stolte
G. Stolte
G. D. Kale
F. Pardo
R. West
J. A. Link
R. Benning
F. J. Wood
G. G. Pearson

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
Executive VP
3-1-00 – 9-13-01

VP, Development
3-1-00 – 3-27-01

VP, Development and Information Technology
3-27-01 – 9-14-01

VP, Human Resources
3-1-00 – 3-27-01

VP, Safety and Human Resources
3-27-01 – 9-14-01

VP
3-1-00 – 9-14-01

VP, WV Operations
3-1-00 – 9-14-01

VP, Planning
3-27-01 – 9-14-01

Senior VP, Eastern Operations
9-14-01 – 5-1-02

Director
6-7-01 – 12-19-03

Senior VP, Finance
9-14-01 – 3-2-04

Controller
3-1-00 – 3-2-04

Director
10-1-93 – 7-30-04

Vice Chairman
2-21-02 – 7-30-04

Chairman
9-8-97 – 7-30-04

Director
9-18-00 – 7-36-04

Director
9-18-00 – 7-36-04

Director
3-22-00 – 7-30-04

Vice Chairman
7-1-99 – 7-30-04

Senior VP, Western Operations
9-14-01 – 4-1-05

Senior VP, Eastern Operations
2-24-03 – 5-1-05

Senior VP, Sales and Marketing
2-21-02 – 5-1-05

Senior VP, Development and Information Technology
9-14-01 – 5-1-05

Senior VP, Safety and Human Resources
9-14-01 – 5-1-05

Senior VP, Planning and Engineering
9-14-01 – 5-1-05

Senior VP and GC
8-24-99 – 5-1-07
Alpha American Coal Holding, LLC (cont'd)

S. J. Fetherhuff
5-1-05 - 3-2-09

G. A. Walker
8-24-09 - 7-31-09

J. F. Roberts
President and CEO
3-1-99 - 7-31-09

J. F. Roberts
Director
3-1-99 - 7-31-09

G. G. Pearson
Treasurer
3-27-01 - 2-15-10

J. L. Anderson, Jr.
Controller
5-1-05 - 3-31-10

K. S. Crutchfield
Director
7-31-09 - 9-10-10

F. J. Wood
Director
7-30-04 - 9-10-10

C. R. Allen
Asst. Secretary
7-31-09 - 12-31-10

G. A. Walker
Asst. Secretary
7-31-09 - 1-28-11

B. L. Miller
Treasurer
2-15-10 - 6-1-11

W. K. Fields
Assistant Secretary
7-31-09 - 7-1-11

R. R. Grinnan
Asst. Secretary
6-1-11 - 7-13-12

R. D. Ketron
Assistant Treasurer
2-15-10 - 12-31-12
INCOMPLETE INFORMATION ON OFFICERS:

Director
10-31-74 – H. Schedel

Director
12-6-74 – R. Lenzlutz

Chairman
12-6-74 – K. Bond

Treasurer
12-6-74 – E. Albrecht

Treasurer
2-10-75 – A. Cella

Secretary
9-5-76 – E. Albrecht

Director & Vice Chairman
5-24-78 – G. Winkelmann

VP – Finance
12-1-78 – F. E. Deitsch

Treasurer and VP – Finance
11-22-78 – F. E. Deitsch

Secretary/Treasurer and VP – Finance
7-11-79 – S. Batzol

Chairman
4-1-81 – A. Haarmann

Exec. VP and CEO
7-1-81 – D. Garrow

Asst. Treasurer
5-2-84 – R-R Jakisch

CEO
7-1-84 – G. Buttacavoli

VP
7-1-84 – R. Paul

Asst. Treasurer
4-1-86 – G. Buttacavoli

Executive VP
10-23-86 – C. DiBenedetto

Secretary
10-23-86 – R. Paul

Treasurer
10-23-86 – R. M. Kampshulte

Chairman
12-31-86(?) – F. Pardo

President
5-1-93 – G. Buttacavoli

Secretary
7-9-93 – F. Ziegler

Vice Chairman
(10-1-93) 10-11-93 –

INCORPORATED MAR 07 2013
Div. of Oil, Gas & Mining
Alpha American Coal Holding, LLC (cont’d)

Director and Chairman
10-1-82 – 9-8-83

Chairman and Director
10-1-93 –

Director
10-1-93 –

Director
10-1-93 –

Director
10-1-93 –

Director
10-1-93 –

Director
10-1-93 –

Chairman
(3-25-95) 3-21-95 –

Director
3-23-95 –

Director
10-1-93 – 3-22-95
10-10-95 –

VP – Finance
10-1-97 –

Director
7-1-99 –

Senior VP
3-1-00 –

Director
9-18-00 –

P. Rohde

W. H. Beermann

H. B. Giesel

H. Heiermann

E. Klein

G. Meyhoefer

G. Meyhoefer

J. W. Stadelhofer

H.-P. Baumann

J. A. Link

K-F Jakob

J. R. Tellmann

H. Protzek

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
**Executive Committee:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
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<tbody>
<tr>
<td>4-1-81</td>
<td>F. H. Esser</td>
</tr>
<tr>
<td></td>
<td>R. R. Jakiseh</td>
</tr>
<tr>
<td></td>
<td>T. F. Lugaric</td>
</tr>
<tr>
<td>7-1-81</td>
<td>A. Haarman</td>
</tr>
<tr>
<td>9-17-90</td>
<td>J. W. Stadelhofer, Chairman</td>
</tr>
<tr>
<td></td>
<td>K-F Jakob, Vice Chairman</td>
</tr>
<tr>
<td></td>
<td>R. Bonning</td>
</tr>
<tr>
<td></td>
<td>J. F. Roberts</td>
</tr>
<tr>
<td></td>
<td>A. Williams</td>
</tr>
</tbody>
</table>

**7-30-04**  
Executive Committee abolished

**Stockholders/Members:**

See minutes books for this information.
Alpha American Coal Company, LLC
(a Delaware limited liability company)
(Alpha American Coal Holding, LLC, Sole Member – 7-31-09)

DE (6-18-99)
(as RAG American Coal Company, a corporation)
(3-19-04 – converted from the corporation RAG American Coal Company to
RAG American Coal Company, LLC)
(7-30-04 – changed name to Foundation American Coal Company, LLC)
(acquired 7-31-09)
(7-31-09 - changed name to Alpha American Coal Company, LLC)

One Alpha Place/Zip 24202
P.O. Box 16429/Zip 24209
Bristol, VA
276.619.4410 - phone

R/A: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

EIN: 54-1947356

Officers:
President and Manager
7-31-09  9-28-10
Kevin S. Crutchfield

Vice President
6-30-99
Frank J. Wood

Vice President and Secretary
7-31-09  7-31-09
Vaughn R. Groves

Vice President and Assistant Secretary
7-13-12
William L. Phillips, III

Treasurer
6-1-11
G. Scott Cole

Assistant Treasurer
12-31-12
J. Todd Munsey

Assistant Treasurer
6-1-11
John W. Pearl

Assistant Secretary
6-1-11
Teresa J. Darnell

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
Business Purpose: Holding company.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
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<tbody>
<tr>
<td>Asst. Secy. 6-24-99 – 6-30-99</td>
<td>A. Link</td>
</tr>
<tr>
<td>Secretary &amp; Treasurer 6-24-99 – 6-30-99</td>
<td>R. West</td>
</tr>
<tr>
<td>Sr. VP, Sales and Marketing 6-30-99 – 8-1-99</td>
<td>N. P. Moras</td>
</tr>
<tr>
<td>Asst. Secy. 6-30-99 – 12-31-99</td>
<td>S. E. Chetlin</td>
</tr>
<tr>
<td>Controller 6-30-99 – 3-1-00</td>
<td>F. J. Wood</td>
</tr>
<tr>
<td>Director 6-18-99 – 3-23-00</td>
<td>A. Link</td>
</tr>
<tr>
<td>Sr. VP, Development 7-7-99 – 3-31-00</td>
<td>R. D. Mills</td>
</tr>
<tr>
<td>Treasurer 6-30-99 – 4-1-00</td>
<td>A. Link</td>
</tr>
<tr>
<td>VP 6-24-99 – 4-1-00</td>
<td>A. Link</td>
</tr>
<tr>
<td>Sr. VP, Western Operations 6-30-99 – 8-16-00</td>
<td>G. E. Vajda</td>
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<tr>
<td>VP, Process Management 6-30-99 – 6-30-00</td>
<td>R. J. Scott</td>
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<tr>
<td>Director 6-18-99 – 9-30-00</td>
<td>R. Benning</td>
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<tr>
<td>VP, Planning 7-7-99 – 3-27-01</td>
<td>K-D Beeck</td>
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<tr>
<td>VP, HR 7-7-99 – 3-27-01</td>
<td>Div. of Oil, Gas &amp; Mining</td>
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<tr>
<td>Treasurer 3-23-00 – 3-27-01</td>
<td>M. R. Peclish</td>
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<tr>
<td>Asst. Treas. 3-23-00 – 3-27-01</td>
<td>F. J. Wood</td>
</tr>
<tr>
<td>Exec. VP, COO 6-30-99 – 9-13-01</td>
<td>G. G. Pearson</td>
</tr>
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<td>J. M. DeMichiei</td>
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</table>
Alpha American Coal Company, LLC (cont’d)

Director
7-20-99 – 7-30-04

J. W. Stadelhofer

Director
9-30-00 – 7-30-04

Jakobs

VP & Controller
3-23-00 – 5-1-05

D. H. Rohrniid

VP, Safety and HR
2-21-02 – 5-1-05

M. R. Pelleigh

VP
9-18-00 – 5-1-05

J. A. Olsen

Sr. VP, GC
6-30-99 – 5-1-07

G. A. Walker

Asst. Secy.
5-1-05 – 3-2-09

S. J. Fetherhull

Director
6-18-99 – 7-31-09

J. F. Roberts

President & CEO
6-24-99 – 7-31-09

J. F. Roberts

Secretary
6-30-99 – 7-31-09

G. A. Walker

Treasurer
3-27-01 – 2-15-10

G. G. Pearson

Controller
5-1-05 – 3-31-10

J. L. Anderson, Jr.

Director
7-31-09 – 9-28-10

K. S. Crutchfield

Director
7-30-04 – 9-28-10

F. J. Wood

Asst. Secretary
7-31-09 – 12-31-10

C. R. Allen

Asst. Secretary
7-31-09 – 1-28-11

G. A. Walker

Treasurer
2-15-10 – 6-1-11

B. L. Miller

Assistant Secretary
7-31-09 – 7-1-11

W. K. Fields

Asst. Secretary
6-1-11 – 7-13-12

R. R. Grinnan

Assistant Treasurer
2-15-10 – 12-31-12

R. D. Ketrou

Stockholder:

RAG American Coal Holding, Inc.
6-24-99 – 7-30-04

Member:

Foundation Coal Holding, Inc.
7-30-04 – 7-7-06

Foundation American Coal Holding, LLC
7-7-06 – 7-31-09

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining

Cyprus Amax Coal Company, a DE corporation, merged into RAG American Coal Company, a DE corporation, on 6-30-99.
Plateau Mining Corporation  
(a Delaware corporation)  
(Alpha American Coal Company, LLC, Sole Shareholder – 7-31-09)  

DE (8-26-82)  
(as Plateau Mining Company)  
(6-8-87 changed name to Cyprus Plateau Mining Company)  
(7-6-87 Certificate of Correction to reflect correct name of Cyprus Plateau Mining Corporation)  
(6-30-99 changed name to Plateau Mining Corporation)  
(acquired 7-31-09)  

d/b/i: CO (1-20-83; w/address 8-1-06)  
UT (9-13-82)  

Mailing:  
P.O. Box 592  
Orangeville, UT 84537  
435.472.4737 – phone  

Annual Meeting:  
2nd Thursday in December  
8:00 am  

Physical:  
400 S 130 E  
Orangeville, UT 84537  

Authorized Stock:  
10,000 Shares Common Stock  
(par value $100 per share)  
Shares Issued: 200  

100 Shares Preferred Stock  
(10 shares design. as Series A)  
(par value $100 per share)  
Shares Issued: 0-  

10 Shares Series A Preferred  
(par value $100 per share)  
Shares Issued: 1  

EIN: 95-3761213  

R/A: Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808  

Officers:  

President  
1-20-12  

J. Scott Kreutzer  

Vice President and Secretary  
7-31-09  
7-31-09  

Vaughn R. Groves  

Vice President and Treasurer  
7-13-12  
6-1-11  

G. Scott Cole  

Vice President and Assistant Secretary  
7-13-12  

William L. Phillips, III  

Assistant Treasurer  
12-31-12  

J. Todd Munsey  

Assistant Treasurer  
6-1-11  

John W. Pearl  

Assistant Secretary  
6-1-11  

Teresa J. Darnell  

Directors:  

O. Eugene Kitts  
4-11-12  

J. Scott Kreutzer  
1-20-12  

Frank J. Wood  
6-30-99  

INCORPORATED  
MAR 07 2013  
Div. of Oil, Gas & Mining
Authorized Agents:

Dennis Ware
1-1-12 - 12-31-12
(purchase of goods, chattels and services - permits)

Business Purpose: Holds permits and has certain payment obligations associated with the reclaimed Star Point and Willow Creek underground coal mines in Utah. Holds SMCRA permits. Minority interest held by Mitsubishi bought out 12-10-01.

Asst. Secretary
8-30-82 - 12-10-82
J. L. Falco

Vice President
8-30-82 - 4-21-83
F. J. Tucker

Secretary
8-30-82 - 11-30-83
J. B. McNeilell

Vice President
8-30-82 -
C. R. Moore

Treasurer
8-30-82 -
D. E. Rovang

Asst. Treasurer
8-30-82 -
M. G. Mannarelli

Asst. Secretary
8-30-82 -
J. C. Sample, Jr.

Asst. Secretary
8-30-82 -
J. E. Berg, III

Asst. Secretary
8-30-82 -
J. E. Ronan, Jr.

Asst. Secretary
8-30-82 -
M. Middlebrook

Asst. Treasurer
8-30-82 -
J. M. Mintz

Vice President
8-30-82 -
W. Mueller, Jr.

Vice President
4-21-83 - 7-26-85
H. E. Wendt

Director
8-26-82 - 8-30-85
D. A. Nichols

Director
8-26-82 - 8-30-85
J. D. Spaulding

Director
8-26-82 - 8-30-85
J. D. Spaulding

President
8-30-82 - 8-30-85
D. A. Nichols

Vice President
8-30-82 - 8-30-85

INTEGRATED
MARCH 7, 2013
Div. of Oil Gas & Mining
Plateau Mining Corporation (cont'd)

Asst. Secretary
8-30-82 - 8-30-85

Asst. Treasurer
8-30-82 - 8-30-85

Asst. Treasurer
8-30-82 - 8-30-85

Secretary
10-22-84 - 8-30-85

Asst. Secretary
10-22-84 - 8-30-85

Asst. Secretary
10-22-84 - 8-30-85

Asst. Treasurer
10-22-84 - 8-30-85

Treasurer
4-19-85 - 8-30-85

Asst. Treasurer
4-19-85 - 8-30-85

VP and Controller
8-30-85 - 1-15-86

Asst. Secretary
8-30-85 - 9-22-86

Asst. Treasurer
12-16-82 -

Vice President
5-17-83 -

Asst. Secretary
11-9-83 -

Secretary
5-31-84 -

VP, International Sales
3-1-80 -

Asst. Treasurer
8-30-85 -

Asst. Treasurer
4-17-87 - 7-31-87

VP, Operations
8-30-85 - 8-17-87

Asst. Secretary
8-30-85 - 10-4-87

Secretary
8-30-85 - 10-4-87

VP and General Manager
8-30-85 - 10-4-87

Senior VP
4-17-87 - 10-4-87

VP
8-30-85 - 10-4-87

VP
8-17-87 - 10-4-87

President
8-30-85 - 10-4-87

J. D. Bogdon
J. E. Brown
T. F. Clarke
J. L. Brandon
F. E. Whitten
J. J. Spiecha
T. L. McGovern
H. Fader
H. D. Shah
G. E. Vajda
D. E. Huffman
S. H. Moore
E. J. O'Neil
J. C. Collins
E. S. Hermansen
T. V. Buderson
J. G. Hall
J. Gaylord
D. P. Brown
K. Loughrey
P. C. Wolf
J. J. Spiecha
P. C. Wolf
M. S. Harrington
B. C. Minich
D. P. Bellum

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
VP and Controller
1-15-86 - 10-4-87
R. D. Mills

D. P. Bellum

L. R. Graber

S. S. Shellhaas

VP
10-4-87 - 10-30-88
R. D. Mills

D. P. Bellum

C. B. Stone, Jr.

J. C. Compton

Asst. Secretary
4-15-88 - (not re-elected 4-21-89)

VP
10-4-87 - 5-14-89

Executive VP
10-30-88 - 8-1-89

Director
8-30-85 - 8-1-89

EVP
8-30-85 - 8-1-89

Executive VP
8-1-89 - 3-12-90

Director
8-30-85 - 5-2-90

Asst. Controller - Tax
10-1-85 - 5-2-90

Senior VP
8-1-89 - 5-2-90

J. D. Flemming

C. B. Stone, Jr.

J. J. Spiecha

K. Loughrey

V. J. Wicks

W. M. Hart

S. R. Snow

J. D. Flemming

G. E. Vajda

G. C. Trevorrow

J. Caffarelli

D. J. Friedman

K. Loughrey

INCORPORATED
MAR 07 2013
Div. of Oil, Gas & Mining
Plateau Mining Corporation (cont’d)

Senior VP
12-10-90 - 11-13-93

K. Loughrey

K. Loughrey

GC
8-20-92 - 11-13-93

J. Caffarelli

VP, Business Development and Controller
4-6-92 - 12-20-93

D. P. Brown

President
10-4-87 - 12-20-93

D. E. Hudson

Senior VP, Operations
4-6-92 - 12-20-93

G. E. Vajda

Senior VP, Sales and Marketing
4-6-92 - 12-20-93

W. M. Hart

VP, Materials, Maintenance and Technical Resources
4-6-92 - 12-20-93

D. J. Friedman

Associate GC
8-20-92 - 12-31-93

D. J. Friedman

Director
12-10-90 - 12-31-93

D. J. Friedman

VP
12-10-90 - 12-31-93

D. J. Friedman

Asst. Secretary
8-30-85 - 12-31-93

D. J. Friedman

VP and Treasurer
8-30-85 - 2-23-94

D. C. Haugh

Director
5-2-90 - 12-30-94

D. P. Brown

President
12-20-93 - 1-3-95

J. M. Cook

Assistant Secretary
12-20-93 - 1-3-95

M. R. Pecelish

Asst. Secretary
9-22-86 - 7-31-95

K. J. Gormley

VP, Labor, Safety and Government Relations
12-20-93 - 7-31-95

C. L. Crowl

VP and General Manager
4-6-92 - 2-15-96

K. H. Sieber

VP and General Manager
12-20-93 - 5-22-96

G. E. Vajda

President
1-3-95 - 2-3-97

R. J. Scott

VP and General Manager
3-11-96 - 2-3-97

R. P. Childs

Director
1-3-95 - 9-30-97

G. R. Spindler

VP
2-3-97 - 10-17-97

K. H. Sieber

Asst. Treasurer
7-31-87 - 12-31-97

F. S. Hakimi

VP and Treasurer
1-11-94 - 12-31-97

F. J. Kane

Director
9-30-97 - 6-22-98

K. Itadani
Director
9-30-97 - 7-15-98
K. Kinoshita

Assistant Secretary
12-20-93 - 7-15-98
M. Regaly

Director
6-22-98 - 10-1-98
M. Makiita

Director
8-30-95 - 10-4-87
2-23-94 - 6-30-99
P. C. Wolf

Director
8-1-89 - 6-30-99
G. J. Malys

VP and Treasurer
1-1-98 - 6-30-99
F. S. Hakimi

Senior VP
8-1-89 - 6-30-99
G. J. Malys

Director of Tax
4-6-92 - 6-30-99
J. D. Flemming

Senior VP, GC and Secretary
1-1-93 - 6-30-99
P. C. Wolf

Assistant Secretary
12-20-93 - 6-30-99
G. A. Walker

Assistant Secretary
2-1-94 - 6-30-99
D. E. Huffman

Assistant Treasurer
3-1-98 - 6-30-99
J. M. Coyner

Senior VP, Sales and Marketing
12-20-93 - 8-11-99
N. P. Moros

Director
12-20-93 - 8-11-99
N. P. Moros

Director
10-1-98 - 11-5-99
S. Shimazaki

Assistant Secretary
4-3-95 - 12-8-99
S. E. Chellin

VP, Sales and Marketing
5-22-96 - 12-8-99
P. J. Panzarino

Controller
12-20-93 - 3-1-00
F. J. Wood

VP and Treasurer
6-30-99 - 4-1-00
J. A. Link

VP, Operations
3-1-00 - 5-16-00
G. E. Vajda

Director
7-15-98 - 7-13-00
K. Ishikawa

VP, International Sales
12-11-00
T. V. Bunderson

Director
9-30-97 - 9-13-01
J. M. DeMichiei

President
2-3-97 - 9-13-01
J. M. DeMichiei

Director
2-4-00 - 12-7-01
J. R. Tellmann
Plateau Mining Corporation (cont’d)

Director
9-14-01 - 12-7-01
T. J. Lien

Director
7-13-00 - 12-10-01
S. Komaya

Director
11-5-99 - 12-10-01
M. Henry

Treasurer
3-1-00 - 12-13-02
F. J. Wood

Asst. Treasurer
3-1-00 - 12-13-02
G. G. Pearson

President
9-14-01 - 4-1-05
T. J. Lien

VP, Regional Sales (West)
3-1-00 - 5-1-05
L. M. Deal

VP and Controller
3-1-00 - 5-1-05
D. H. Roland

Senior VP and GC
6-30-99 - 5-1-07
G. A. Walker

President
4-1-05 - 12-14-07
J. A. Olsen

Assistant Secretary
7-31-95 - 6-30-99
S. J. Fetherhuff

12-13-02 - 3-2-09
J. F. Roberts

Director
6-30-99 - 7-31-09
G. A. Walker

Secretary
6-30-99 - 7-31-09
G. G. Pearson

Treasurer
12-13-02 - 2-15-10
J. L. Anderson, Jr.

Controller
5-1-05 - 3-31-10
C. R. Allen

Asst. Secretary
7-31-09 - 12-31-10
G. A. Walker

Asst. Secretary
7-31-09 - 1-28-11
B. L. Miller

Treasurer
2-15-10 - 6-1-11
W. K. Fields

Assistant Secretary
7-31-09 - 7-1-11
J. J. Bryja

President
12-1-07 - 1-20-12
F. J. Wood

Vice President
12-20-03 - 1-20-12
L. M. Deal

VP, Sales and Marketing (re-designated VP)
5-1-05 - 1-20-12
K. D. Kost

Director
7-31-09 - 4-11-12
R. R. Grinnan
Plat eau Mining Corporation (cont'd)

Vice President
1-20-12 – 11-1-12
L. M. Deal

Assistant Treasurer
2-15-10 – 12-31-12
R. D. Ketron

Stockholder:
Foundation American Coal Company, LLC
7-30-04 – 7-31-09

INCORPORATED
MAR 07 2013
Div. of Our Gas & Mining
September 11, 2002

Brian W. Burnett, Esq.
Callister Nebeker & McCullough
Attorneys at Law
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, UT 84133

Surface Use Agreement and Bill of Sale
Between Plateau Mining Corporation
And Sunnyside Cogeneration Associates
Star Point Mine
Carbon County, Utah

Dear Mr. Burnett:

Pursuant to our telephone conversation on September 10, 2002, enclosed for your further handling/files are the following documents:

1. One (1) fully executed and notarized original Surface Use Agreement dated effective August 30, 2002 between Plateau Mining Corporation and Sunnyside Cogeneration Associates.

2. One (1) fully executed and notarized original Memorandum of Surface Use Agreement dated effective August 30, 2002 between Plateau Mining Corporation and Sunnyside Cogeneration Associates.

3. One (1) fully executed Bill of Sale dated effective August 30, 2002 between Plateau Mining Corporation and Sunnyside Cogeneration Associates.

Also, you indicated that an additional set of documents would be prepared and sent to Sunnyside Cogeneration Associates for execution. When available, please send the additional set of partially executed documents to my attention for further handling and permanent retention.

Should you have any questions concerning this matter, please do not hesitate to contact me at (303) 749-8410. Thank you for your cooperation and assistance.

Sincerely yours,

L. T. Gaskins
Room #329

Enclosures (3)

C. Bromley, Esq. – RAG American Coal Holding, Inc. (Englewood, CO)
J. Borla – Plateau Mining Corporation (Helper, UT)
J. Pappas – Plateau Mining Corporation (Helper, UT)
E. Schrum – RAG American Coal Holding, Inc. (Linthicum Heights, MD)
D. Ware – Plateau Mining Corporation (Helper, UT)
SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (the "Agreement"), dated effective the 30th day of August, 2002, is by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address of 847 Northwest Highway 191, Helper, Utah 84526 (hereinafter referred to as "Plateau"), and SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., with an address at One Power Plant Road, P. O. Box 159, Sunnyside, Utah 84539 (hereinafter referred to as "Sunnyside").

WITNESSETH:

Whereas, by Bill of Sale of even date herewith, Plateau has sold and Sunnyside has purchased, a certain stockpile of reclamation soil (the "Reclamation Stockpile") which is located upon and is accessed by way of certain parcels of land owned by Plateau and located in the County of Carbon, State of Utah, such land being further described in Exhibit "A" attached hereto (the "Plateau Property").

Whereas, Sunnyside desires to obtain rights of access to and from the Reclamation Stockpile and the rights to conduct operations upon the portions of the Plateau Property, in order to remove the Reclamation Stockpile therefrom.

Now Therefore, for and in consideration of the terms, covenants and conditions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Demise. Plateau does hereby grant unto Sunnyside for the term and purposes and upon the conditions and provisions herein set forth, the non-exclusive right and privilege to enter upon, over and across a portion of the Plateau Property on and around which the Reclamation Stockpile is located, as such portion of the Plateau Property is described in Exhibit "B" attached hereto and made a part hereof, and referred to herein as the "Stockpile Area", together with the non-exclusive right and privilege to enter upon, through, over and across, or perform work on, an existing unpaved road presently located upon over and across the Plateau Property, which road runs generally north from County Road 290 in Section 10, T15S, R8E, SLB&M, and is generally located south and east of the Stockpile Area, as such road is further described in Exhibit "C" attached hereto and made a part hereof (the "Existing Road"), together with the right to construct an additional access road as described in Exhibit "D" attached hereto and made a part hereof (the "Pioneer Road"), over and across the Plateau Property, such roads being referred to herein collectively as the "Roads", in order to allow Sunnyside ingress to and egress from and the right to remove its Reclamation Stockpile from the Stockpile Area.

2. Term. The term of this Agreement shall commence on the effective date hereof, and unless terminated earlier as provided for below, shall continue for an initial period of thirty (30) years, or until the date Sunnyside completes its activities involving the removal of the Reclamation Stockpile and reclamation of the Stockpile Area and the Roads as provided below, whichever occurs first. If Sunnyside determines it will not complete its
activities involving the removal of the Reclamation Stockpile and reclamation of the Stockpile Area and the Roads by the end of the initial term, this Agreement may be extended by Sunnyside for up to four additional five (5)-year terms by Sunnyside providing Plateau with notice of intent to renew at least ninety (90) days in advance of the applicable termination date. This Agreement may be terminated sooner as follows:

a. Sunnyside may terminate this Agreement for any reason or no reason whatsoever upon thirty (30) days prior written notice to Plateau; and

b. Plateau may terminate this Agreement on account of Sunnyside's material breach or default of any of the terms and conditions of this Agreement. If Sunnyside fails in the performance of any obligation under this Agreement, Plateau shall give a notice of default to Sunnyside, describing the default with reasonable specificity. If Sunnyside does not cure the default within thirty (30) days after receipt of a notice hereunder, Sunnyside shall be deemed to be in material default, provided, however, that a material default shall not be deemed to have occurred hereunder if the nature of the default is curable and is such that it would reasonably require greater than 30 days to cure, and Sunnyside has made every effort to commence such cure within the 30 day period and thereafter diligently prosecutes such cure to completion. If a default or breach is not cured as provided above, Plateau shall be entitled to terminate Sunnyside's rights hereunder.

Upon termination, should Sunnyside not previously have fully and completely satisfied its obligations incurred hereunder, then and in such event, this Agreement shall continue in effect until such obligations are fully and completely performed.

3. **Allowed Uses and Restrictions.**

a. Sunnyside is hereby given the right of reasonable ingress to and egress from the Stockpile Area for itself, its employees, agents, licensees, contractors, subcontractors, invitees, successors and assigns, on or across the Existing Road and the to be constructed Pioneer Road, including, but not limited to, the right to transport on, over, across and through the Roads the soil to be removed from the Reclamation Stockpile Area, supplies, materials and equipment reasonably necessary to support Sunnyside's activities on the Stockpile Area.

b. Sunnyside, its employees, agents, licensees, invitees, contractors, subcontractors, successors and assigns have the right and privilege to enter upon, through, over and across the Stockpile Area and the Roads for the sole purpose of removing the Reclamation Stockpile for its business use.

c. Sunnyside at all times will fully and promptly comply with all applicable laws, rules and regulations of any governmental authority which apply to its use of the Roads and Stockpile Area for the purposes stated above. Sunnyside agrees to conduct all of its operations in a good and workmanlike manner and in a manner which shall minimize, to the extent practicable, any disturbance of or interference with the use by Plateau of the Plateau Property, including the lands upon which the Roads and Stockpile Area are presently located or will be located in the future, as the case may be.
d. Sunnyside shall not commit or knowingly allow another to commit any waste or nuisance upon the Plateau Property, the Roads or the Stockpile Area. Sunnyside shall not destroy, deface or damage, or knowingly permit any other person to do so, and shall ensure reasonable precautions to avoid any damage, other than reasonable or normal wear and tear, to existing buildings, structures, gates, bridges, roads, culverts, cattle guards, fences, dams, dikes or other facilities, if any. All unreasonable damage caused by Sunnyside shall be repaired by Sunnyside as soon as is practicable to, as nearly as possible, the condition existing prior to such damage. Sunnyside shall promptly reimburse Plateau for any unrepaired damages caused by Sunnyside's activities on the Plateau Property, the Roads or the Stockpile Area, for which Plateau has a receipt(s) and/or written estimate(s) of repairs, copies of which shall be provided to Sunnyside for review.

e. Sunnyside shall use its best efforts to limit vehicular traffic to the Roads to the fullest extent reasonably practicable in order to minimize surface disturbance. Sunnyside shall ensure that the speed of all vehicles shall be kept to a reasonable rate.

f. Sunnyside agrees to keep all gates, if any, on the Roads and Stockpile Area open or closed as found. The parties mutually agree to keep all gates locked in such a manner so as to permit access by both Plateau and Sunnyside at any time, either by a double lock system or otherwise. Sunnyside agrees to limit access to the Roads and the Stockpile Area, including the distribution of keys to any lock(s), to those employees, agents, licensees, contractors, subcontractors and invitees of Sunnyside who are engaged in Sunnyside's operations on the Roads and the Stockpile Area.

g. No person who is on the Roads or the Stockpile Area by virtue of the rights granted to Sunnyside hereunder shall be permitted to carry firearms or do or perform any act except those acts which are reasonably related to the rights granted hereby. Specifically, but not by way of limitation, no such person shall be permitted to engage in recreational pursuits, including hunting and fishing, on or within the boundaries of the Plateau Property, the Roads or the Stockpile Area.

h. Any and all rights of use of the Roads and the Stockpile Area not specifically conferred upon and granted to Sunnyside hereunder are kept and retained by Plateau.

i. Sunnyside will ensure that its employees, agents, licensees, contractors, subcontractors and invitees who enter upon the Roads and/or the Stockpile Area shall comply with the terms of this Agreement.

4. **Rights Reserved by Plateau.**

a. Sunnyside's rights to use the Roads and/or the Stockpile Area under this Agreement are non-exclusive and expressly subject to Plateau's right to use and occupy, and to permit others to use and occupy, the Plateau Property or any part thereof for reclamation, mining, exploration for minerals of every kind and nature, exploration for oil and gas, production of oil and gas, other resource development, farming, ranching, grazing livestock, hunting, fishing and other recreational uses of
all kinds, or for any other purpose not inconsistent with Sunnyside's rights hereunder, together with all rights reasonably necessary to those purposes. Sunnyside's rights hereunder shall be exercised so as not to unreasonably interfere with Plateau's interests, and Plateau shall exercise such rights so as not to unreasonably interfere with the activities of Sunnyside permitted hereunder.

b. Without limiting the generality of Paragraph 4(a) above, Sunnyside expressly acknowledges (i) Plateau shall have the continuing right to conduct its ongoing reclamation activities and other operations upon the Plateau Property, and (ii) the right of Phillips Petroleum Company (Phillips) to enter upon, over and through a portion of the Plateau Property, Stockpile Area and the Roads for the purpose of conducting oil and gas, and coal bed methane extraction, storage, transmission and related operations, in accordance with a Surface Use Agreement and an Oil and Gas Lease between Plateau and Phillips. Phillips has been made aware of Sunnyside's interests under this Agreement. Plateau's and Phillips' reasonable use and entry, exercised so as not to unreasonably interfere with Sunnyside's interests, upon, over, and across the Plateau Property, Stockpile Area, and the Roads shall not be considered to be an unreasonable interference with Sunnyside's use of the Plateau Property, Stockpile Area or the Roads, nor a breach of any express or implied covenant of quiet enjoyment.

5. **Acceptance.** Sunnyside accepts the Roads and the Stockpile Area as suitable for Sunnyside's uses and purposes set forth hereinabove.

6. **Breach and Re-Entry.** Plateau may terminate this Agreement on account of Sunnyside's material breach or default of any of the terms and conditions of this Agreement. If Sunnyside fails in the performance of any obligation under this Agreement, Plateau shall give a notice of default to Sunnyside, describing the default with reasonable specificity. If Sunnyside does not cure the default within thirty (30) days after receipt of a notice hereunder, Sunnyside shall be deemed to be in material default, provided, however, that a material default shall not be deemed to have occurred hereunder if the nature of the default is curable and is such that it would reasonably require greater than 30 days to cure, and Sunnyside has made every effort to commence such cure within the 30 day period and thereafter diligently prosecutes such cure to completion. If a default or breach is not cured as provided above, Plateau shall be entitled to terminate Sunnyside's rights hereunder.

7. **Surrender of the Premises.** Except as may otherwise be provided for herein, upon termination of this Agreement, Sunnyside shall peaceably surrender the Roads and the Stockpile Area to Plateau, free and clear of all liens and encumbrances made or allowed by Sunnyside or in any way arising out of this Agreement or Sunnyside's use of the Roads and Stockpile Area. In addition, if not already done earlier, upon completion of its activities or by the end of this Agreement, Sunnyside agrees to do or have performed the following:

   a. Repair any damages to Plateau's improvements caused by Sunnyside's operations;

   b. Remove any and all buildings, equipment, materials, supplies and all other improvements placed upon the Roads and/or Stockpile Area by Sunnyside at Sunnyside's own cost, risk and expense, within thirty (30) days after the effective date of...
termination of this Agreement. Any and all personal property belonging to Sunnyside which remains on the Plateau Property after the thirty (30) day removal period has elapsed shall, at the option of Plateau, either become the property of Plateau or may be removed by Plateau for appropriate offsite disposition. The reasonable costs associated with any such removal and disposition by Plateau shall be paid for by Sunnyside within thirty (30) days after receipt of Plateau's invoice for same;

c. Perform reclamation of the Stockpile Area in accordance with and as may be required by any applicable local, state or federal laws, rules, regulations or orders of such authorities in effect at the time of termination of this Agreement;

d. Upon the written request of Plateau, or of any of its successors and assigns, such request to be sent to Sunnyside within ninety (90) days after termination of this Agreement, perform reclamation of the Existing Road and/or the Pioneer Road in accordance with and as may be required by any applicable local, state or federal laws, rules, regulations or orders of such authorities in effect at the time of termination of this Agreement; and

e. Provide Plateau, its successors or assigns, with a Release of Surface Use Agreement in recordable form.

8. **Taxes.** Plateau shall be responsible for the payment of all real estate taxes assessed against the Stockpile Area and the land upon which the Roads are located.

9. **Encumbrances.** Except as may otherwise be provided for herein, Sunnyside shall keep the Stockpile Area and Roads free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Sunnyside's use of the Stockpile Area and Roads and shall hold harmless, defend and indemnify Plateau against any such liens or encumbrances.

10. **Indemnification.** Sunnyside will hold harmless and fully indemnify Plateau its affiliates, and their respective shareholders, partners, members, officers, directors, employees, or agents, and their successors and assigns (the "Plateau Entities") against all damages, liabilities, costs, penalties, losses, fines, claims, expenses, demands, causes of action, and any consequential damages, of whatever nature, kind and quality, whether in law or in equity, including costs of settlement and legal or attorney fees and expenses (collectively "Liabilities"), which may be made upon any of the Plateau Entities or against the Plateau Entities' interest in the Stockpile Area and/or Roads for, or on account of, any debt or expense contracted or incurred by Sunnyside in conducting its activities, as well as against any and all negligent acts, transactions and omissions of Sunnyside, its employees, agents, contractors, subcontractors, licensees and suppliers in conducting such activities, and Sunnyside will defend and hold the Plateau Entities harmless and fully indemnify them as to any and all Liabilities, for, on account of, injury to, or death of, any person or damage to any property, or strict liability, sustained or incurred which arise out of or results from, directly or indirectly, any activities taken in connection with this Agreement by Sunnyside, its employees, agents, contractors, subcontractors, licensees and suppliers or their presence or activities upon or about the Stockpile Area and/or Roads, or any unsafe condition of the Stockpile Area and/or Roads, whether or not created by Sunnyside.
or Sunnyside’s operations. In addition, Sunnyside will waive, hold harmless and fully
indemnify the Plateau Entities against any and all penalties or charges imposed upon any
of the Plateau Entities by local, state or federal authorities on account of Sunnyside’s
failure to comply with all laws, rules, regulations or orders of such authorities. Sunnyside’s
above obligation to indemnify and defend and hold harmless the Plateau Entities from
Liabilities shall not apply to the extent such Liabilities are caused by the negligent or willful
acts or omissions of Plateau.

11. **Notices.** Any and all payments, notices, requests, demands and other
communications required or permitted to be given hereunder shall be in writing and shall
be deemed to have been duly given (a) when delivered if delivered personally; (b) upon
delivery after the mailing thereof by reputable overnight express service (e.g. Federal
Express, Airborne Express, etc.); or (c) upon delivery after the mailing thereof by first-class,
certified - return receipt requested, postage prepaid, mail; if sent and addressed, at the
respective addresses set forth below (or at such other address as may be designated in a
written notice and given in accordance with this paragraph):

**If to Plateau:**
Plateau Mining Corporation
847 NW Highway 191
Helper, Utah 84526
Attention: Dennis Ware
Telephone: (435) 472-4737

**If to Sunnyside:**
Sunnyside Cogeneration Associates
One Power Plant Road
P. O. Box 159
Sunnyside, Utah 84539
Attention: Plant Manager
Telephone: 435-888-4476

13. **Relationship of the Parties.** Nothing in this Agreement shall be interpreted or
construed as a co-partnership or joint venture between Plateau and Sunnyside in any of
the operations to be conducted in, on or under the Stockpile Area and/or the Roads by
Sunnyside.

14. **Waiver.** Failure to strictly enforce any right or obligation hereunder shall not
constitute a waiver of such right or obligation. Any express waiver of a party’s breach of
any provision of this Agreement on one or more occasions shall not constitute a waiver of
the right to enforce the same or any other provision in the event of a later breach.

15. **Assignment.** Sunnyside may not assign or otherwise transfer this Agreement or
any interest in it, in whole or in part, and may not sublet the Stockpile Area and/or Roads or
any part of them without Plateau’s prior written consent, which consent shall not be
unreasonably withheld. Any assignment or transfer in violation hereof shall be void and
invalid. Any such assignment or other transfer shall not, however, release or relieve
Sunnyside from liability hereunder unless (i) the assignee or transferee specifically agrees
to assume and accept such liability as to all or that portion of the Stockpile Area and/or
Roads affected thereby, and (ii) Plateau has agreed to release Sunnyside, in a written
document specifically stating same. Stated alternatively, absent such agreement, any such
assignment or transfer shall be with recourse.
16. **Legal Effect.** The execution of this Agreement shall not constitute any denial, admission or recognition by Plateau that the types and kinds of uses of the land granted hereby are or were inherently created by or reserved to the grantor(s) in the underlying instrument or instruments.

17. **Recordation.** This Agreement may not be recorded; however, the parties hereto have agreed to execute a Memorandum of Surface Use Agreement for recording purposes in substantially the same form as that attached hereto as Exhibit "E" and made a part hereof, which will refer to and incorporate this Agreement therein by reference.

18. **Entire Agreement.** This Agreement represents the full and complete agreement between the parties regarding the subject matter hereof and all parties executing this instrument acknowledge having received a copy of same. The terms and conditions of this Agreement merge with and supersede any prior or contemporaneous, oral or written, statements or agreements. This Agreement may not be modified or amended except by a written amendment signed by both parties.

19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah and all rules, regulations and ordinances of the County of Carbon. Each of the parties hereto consents to the jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement.

20. **Severance.** Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

21. **Construction.** Paragraph headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vise versa. This Agreement shall not be construed against either party merely or solely because of the draftsmanship hereof.

22. **Binding Effect.** All the terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

23. **Counterpart Agreements.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

24. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person or entity other than the Parties hereto and their successors and assigns any right or remedies by reason of this Agreement as a third party beneficiary or otherwise.
25. **Further Assurances.** The Parties agree from time to time to execute, acknowledge and deliver such additional documents, and perform such further acts, as may be reasonably requested by either Party or as are necessary to effect the transactions contemplated hereby or effect the intent of the Parties as manifested by this Agreement.

IN WITNESS WHEREOF, Plateau and Sunnyside have executed this Agreement effective the date first above written.

**PLATEAU:**

PLATEAU MINING CORPORATION

By: [Signature]

L. M. Dean, Vice President, Regional Sales (West)

**SUNNYSIDE:**

SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture, acting by and through its joint venture partners:

SUNNYSIDE HOLDINGS I, INC., a Delaware corporation

By: [Signature]

Name: [Name]
Title: President

SUNNYSIDE II, L.P., a Delaware limited partnership, acting by and through its General Partner, Sunnyside II, Inc. a Delaware corporation

By: [Signature]

Name: James N. Willey
Title: Vice President

INCORPORATED

DEC 24 2003

DIV OF OIL GAS & MINING
CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO )
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by L. M. Deal, the Vice President, Regional Sales (West) of Plateau Mining Corporation, a Delaware corporation.

Witness my hand and official seal

[Signature]
Notary Public

7999 South Jasmine Circle
Englewood, CO 80112-3052
Address
My Commission expires: May 21, 2004
ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Diego

On 3/6/08 before me, personally appeared G.B. LAWER

☐ personally known to me  - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Neal Ganz
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: __________________________

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF SIGNER

Top of Thumbprint Here
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Kern

On September 3, 2009, before me, Bobbi Kaha, Notary Public, personally appeared James Willey, Name(s) of Signer(s), to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: ________________________________

Document Date: ___________________________ Number of Pages: ______

Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer
Signer's Name: ________________________________

□ Individual
□ Corporate Officer — Title(s): ________________________________
□ Partner — □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Guardian or Conservator
□ Other: ________________________________

Signer Is Representing: ________________________________

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Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6821

1999 National Notary Association
CORPORATE ACKNOWLEDGMENT

STATE OF ____________________ )
COUNTY OF ____________________ ) ss.

The foregoing instrument was acknowledged before me this ____ day of ____________________, 2002, by ____________________________, the ____________________________ of Sunnyside Holdings I, Inc., a Delaware corporation.

Witness my hand and official seal.

Notary Public

Address
My Commission expires: ________________________________

PARTNERSHIP ACKNOWLEDGMENT - UTAH

STATE OF ____________________ )
COUNTY OF ____________________ ) ss.

The foregoing instrument was acknowledged before me this ____ day of ____________________, 2002, by ____________________________, the ____________________________ of Sunnyside II, Inc., a Delaware corporation and the General Partner of Sunnyside II, L.P., a Delaware limited partnership.

Witness my hand and official seal.

Notary Public

Address
My Commission expires: ________________________________
EXHIBIT “A”

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Plateau Property”

General Location of Surface Access:

Township 15 South, Range 8 East, SLB&M
Section 10: A portion of the SW/4 SE/4 lying north of County Road #290; and the NW/4 SE/4

General Location of Reclamation Stockpile:

Township 15 South, Range 8 East, SLB&M
Section 10: A portion of the E/2 NE/4 SW/4 and the W/2 NW/4 SE/4
EXHIBIT "B"

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Stockpile Area”

The following described tract or parcel of land located in Section 10, Township 15 South, Range 8 East, SLB&M, being further described as follows, with a bearing of North 89° 31’ 31” East between the southwest section corner and the southeast section corner of Section 10, used as a Basis of Bearing:

BEGINNING at point 1,995.27 feet north and 2,610.11 feet east of the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, thence South 83° 20’ 00” West, 90.93 feet;

Thence South 34° 25’ 00” West, 176.06 feet;
Thence South 50° 49’ 02” West, 143.49 feet;
Thence South 82° 20’ 38” West, 66.22 feet;
Thence North 41° 53’ 26” West, 137.83 feet;
Thence North 08° 47’ 21” West, 145.84 feet;
Thence North 01° 18’ 00” West 88.97 feet;
Thence North 15° 01’ 15” West, 437.29 feet;
Thence North 75° 48’ 35” East, 64.83 feet;
Thence South 67° 13’ 26” East, 156.12 feet;
Thence South 58° 21’ 03” East, 363.59 feet;
Thence South 10° 59’ 19” East, 122.02 feet;
Thence South 28° 13’ 04” East, 80.88 feet;
Thence South 13° 38’ 17” East, 78.59 feet, more or less, to the POINT OF BEGINNING, containing 5.96 acres, more or less.
EXHIBIT "C"

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

"Existing Road"

Covering the following described centerline of an existing fifty foot (50') wide roadway, being twenty-five feet (25') on either side of the centerline thereof, located in Section 10, Township 15 South, Range 8 East, SLB&M, with a bearing of North 89° 31' 31" East between the southwest section corner and the southeast section corner of Section 10 used as a Basis of Bearing:

BEGINNING at a point North 89° 31' 31" East, 2,755.87 feet and North 00° 28' 29" West, 1,084.93 feet from the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, said point is on the north edge of an existing asphalt road commonly known as County Road #290, and running thence North 35° 37' 55" East, 50.41 feet;

Thence North 61° 56' 00" East, 231.00 feet;
Thence North 13° 20' 00" East, 72.08 feet;
Thence North 30° 28' 00" West, 145.28 feet;
Thence North 04° 38' West, 159.00 feet;
Thence North 25° 19' 10" West, 174.39 feet;
Thence North 16° 36' 33" West, 74.23 feet;
Thence North 37° 48' 00" West, 32.90 feet, containing 1.08 acres, more or less.

INCORPORATED
DIV OF OIL GAS & MINING
EXHIBIT “D”

Attached to and made a part of that certain Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Pioneer Road”

Covering the following described centerline of a fifty foot (50’) wide strip of land for the construction of a pioneer road, being twenty-five feet (25’) on either side of the centerline thereof, located in Section 10, Township 15 South, Range 8 East, SLB&M, with a bearing of North 89° 31’ 31” East between the southwest section corner and the southeast section corner of Section 10 used as a Basis of Bearing:

BEGINNING at a point 1,865.99 feet north and 2,794.15 feet east of the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, and running thence North 84° 40’ 00” West, 140.54 feet;

Thence North 39° 26’ 00” West, 78.04 feet;

Thence North 16° 44’ 00” West, 55.78 feet, containing 0.31 acres, more or less.
EXHIBIT "E"

MEMORANDUM OF SURFACE USE AGREEMENT

THIS MEMORANDUM OF SURFACE USE AGREEMENT (the "Memorandum"), dated effective the ___ day of August, 2002, is by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address of 847 Northwest Highway 191, Helper, Utah 84526 (hereinafter referred to as "Plateau"), and the SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., with an address at One Power Plant Road, P. O. Box 159, Sunnyside, Utah 84539 (hereinafter referred to as "Sunnyside").

Sunnyside owns a certain stockpile of reclamation soil (the "Reclamation Stockpile") which is located upon and is accessed by way of certain parcels of land owned by Plateau and located in the County of Carbon, State of Utah, such land being further described in Exhibit "A" attached hereto (the "Plateau Property").

Plateau, in consideration of the covenants and agreements contained in that certain unrecorded Surface Use Agreement (the "Agreement") dated concurrently herewith, granted unto Sunnyside the non-exclusive right and privilege to enter upon, over and across a portion of the Plateau Property on and around which the Reclamation Stockpile is located, as such portion of the Plateau Property is described in Exhibit "B" attached hereto, and referred to herein as the "Stockpile Area", together with the non-exclusive right and privilege to enter upon, through, over and across an existing road as further described in Exhibit "C" attached hereto (the "Existing Road"), presently located upon over and across the Plateau Property, together with the right to construct an additional access road as described in Exhibit "D" attached hereto (the "Pioneer Road"), over and across the Plateau Property, such roads being referred to herein collectively as the "Roads", in order to allow Sunnyside ingress to and egress from and the right to remove its Reclamation Stockpile from the Stockpile Area.

The use of Stockpile Area and the Roads are subject to all of the terms and conditions of the Agreement, reference to which may be made for a complete statement of rights and obligations of Plateau and Sunnyside. Should there be any discrepancy between this Memorandum and the Agreement, the Agreement shall control.

The term of the Agreement shall be for a term commencing on the effective date hereof and continuing thereafter for an initial period of thirty (30) years, or until such time as Sunnyside completes its activities involving the removal of the Reclamation Stockpile and reclamation of the Stockpile area and the Roads as provided in the Agreement, whichever occurs first. If the activities are not completed within said initial term, the Agreement may be extended by Sunnyside for up to four additional five (5)-year terms by Sunnyside.

Copies of the Agreement may be found at the above-indicated addresses of the parties.

This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
EXHIBIT "E" – CONTINUED

All the terms, conditions and covenants of the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

IN WITNESS WHEREOF, Plateau and Sunnyside have executed this Memorandum effective the date first above written.

PLATEAU:

PLATEAU MINING CORPORATION

By: __________________________

L. M. Deal, Vice President,
Regional Sales (West)

SUNNYSIDE:

SUNNYSIDE COGENERATION ASSOCIATES,
a Utah Joint Venture, acting by and through its joint venture partners:

SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation

By: __________________________

Name: _________________________
Title: _________________________

SUNNYSIDE II, L.P., a Delaware limited partnership, acting by and through its General Partner, Sunnyside II, Inc. a Delaware corporation

By: __________________________

Name: _________________________
Title: _________________________
STATE OF COLORADO  )
COUNTY OF DOUGLAS  ) ss.

The foregoing instrument was acknowledged before me this ______ day of April, 2002, by L. M. Deal, the Vice President, Regional Sales (West) of Plateau Mining Corporation, a Delaware corporation.

Witness my hand and official seal

________________________________________
Notary Public

________________________________________
Address

My Commission expires:____________________
EXHIBIT "E" – CONTINUED

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________________ )
COUNTY OF ____________________________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of ________________, 2002, by ____________________________, the ____________________________ of Sunnyside Holdings I, Inc., a Delaware corporation.

Witness my hand and official seal.

________________________
Notary Public

________________________
Address

My Commission expires: ____________________________

PARTNERSHIP ACKNOWLEDGMENT - UTAH

STATE OF ____________________________ )
COUNTY OF ____________________________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of ________________, 2002, by ____________________________, the ____________________________ of Sunnyside II, Inc., a Delaware corporation and the General Partner of Sunnyside II, L.P., a Delaware limited partnership.

Witness my hand and official seal.

________________________
Notary Public

________________________
Address

My Commission expires: ____________________________

INCORPORATED

DEC 24 2003

DIV OF OIL GAS & MINING
MEMORANDUM OF SURFACE USE AGREEMENT

THIS MEMORANDUM OF SURFACE USE AGREEMENT (the "Memorandum"), dated effective the 30th day of August, 2002, is by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address of 847 Northwest Highway 191, Helper, Utah 84526 (hereinafter referred to as "Plateau"), and the SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., with an address at One Power Plant Road, P. O. Box 159, Sunnyside, Utah 84539 (hereinafter referred to as "Sunnyside").

Sunnyside owns a certain stockpile of reclamation soil (the "Reclamation Stockpile") which is located upon and is accessed by way of certain parcels of land owned by Plateau and located in the County of Carbon, State of Utah, such land being further described in Exhibit "A" attached hereto (the "Plateau Property").

Plateau, in consideration of the covenants and agreements contained in that certain unrecorded Surface Use Agreement (the "Agreement") dated concurrently herewith, granted unto Sunnyside the non-exclusive right and privilege to enter upon, over and across a portion of the Plateau Property on and around which the Reclamation Stockpile is located, as such portion of the Plateau Property is described in Exhibit "B" attached hereto, and referred to herein as the "Stockpile Area", together with the non-exclusive right and privilege to enter upon, through, over and across an existing road as further described in Exhibit "C" attached hereto (the "Existing Road"), presently located upon over and across the Plateau Property, together with the right to construct an additional access road as described in Exhibit "D" attached hereto (the "Pioneer Road"), over and across the Plateau Property, such roads being referred to herein collectively as the "Roads", in order to allow Sunnyside ingress to and egress from and the right to remove its Reclamation Stockpile from the Stockpile Area.

The use of Stockpile Area and the Roads are subject to all of the terms and conditions of the Agreement, reference to which may be made for a complete statement of rights and obligations of Plateau and Sunnyside. Should there be any discrepancy between this Memorandum and the Agreement, the Agreement shall control.

The term of the Agreement shall be for a term commencing on the effective date hereof and continuing thereafter for an initial period of thirty (30) years, or until such time as Sunnyside completes its activities involving the removal of the Reclamation Stockpile and reclamation of the Stockpile area and the Roads as provided in the Agreement, whichever occurs first. If the activities are not completed within said initial term, the Agreement may be extended by Sunnyside for up to four additional five (5)-year terms by Sunnyside.

Copies of the Agreement may be found at the above-indicated addresses of the parties.
This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

All the terms, conditions and covenants of the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

IN WITNESS WHEREOF, Plateau and Sunnyside have executed this Memorandum effective the date first above written.

PLATEAU:

PLATEAU MINING CORPORATION

By: [Signature]

L. M. Deal, Vice President, Regional Sales (West)

SUNNYSIDE:

SUNNYSIDE COGENERATION ASSOCIATES,
a Utah Joint Venture, acting by and through its joint venture partners:

SUNNYSIDE HOLDINGS I, INC.,
a Delaware corporation

By: [Signature]

Name: [Name]
Title: [Title]

SUNNYSIDE II, L.P., a Delaware limited partnership, acting by and through its General Partner, Sunnyside II, Inc. a Delaware corporation

By: [Signature]

Name: [Name]
Title: [Title]

INCORPORATED
DEC 24 2003
DIV OF OIL GAS & MINING
CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by L. M. Deal, the Vice President, Regional Sales (West) of Plateau Mining Corporation, a Delaware corporation.

Witness my hand and official seal

[Signature]

Notary Public

7999 South Jasmine Circle

Englewood, CO 80112-3052

Address

My Commission expires: May 21, 2004

INCORPORATED

DEC 2 4 2003

DIV OF OIL GAS & MINING
State of California
County of San Diego

On 9/6/02 before me, Neal Ganz, Notary, personally appeared as Lawyer.

Personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Neal Ganz

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF SIGNER
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Kern

On September 3, 2002, before me, Bobbi Kiana, Notary Public personally appeared James N Willey, Name(s) of Signer(s)

☐ personally known to me
☑proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bobbi Kiana
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: ___________________________ 

Document Date: ___________________________ Number of Pages: ___________________________

Signer(s) Other Than Named Above: ___________________________ 

Capacity(ies) Claimed by Signer
Signer's Name: ___________________________
☐ Individual
☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ___________________________

Signer Is Representing: ___________________________
EXHIBIT “A”

Attached to and made a part of that certain Memorandum of Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Plateau Property”

General Location of Surface Access:

Township 15 South, Range 8 East, SLB&M
Section 10: A portion of the SW/4 SE/4 lying north of County Road #290; and the NW/4 SE/4

General Location of Reclamation Stockpile:

Township 15 South, Range 8 East, SLB&M
Section 10: A portion of the E/2 NE/4 SW/4 and the W/2 NW/4 SE/4
EXHIBIT “B”

Attached to and made a part of that certain Memorandum of Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Stockpile Area”

The following described tract or parcel of land located in Section 10, Township 15 South, Range 8 East, SLB&M, being further described as follows, with a bearing of North 89° 31' 31" East between the southwest section corner and the southeast section corner of Section 10, used as a Basis of Bearing:

BEGINNING at point 1,995.27 feet north and 2,610.11 feet east of the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, thence South 83° 20’ 00” West, 90.93 feet;

Thence South 34° 25’ 00” West, 176.06 feet;
Thence South 50° 49’ 02” West, 143.49 feet;
Thence South 82° 20’ 38” West, 66.22 feet;
Thence North 41° 53’ 26” West, 137.83 feet;
Thence North 08° 47’ 21” West, 145.84 feet;
Thence North 01° 18’ 00” West 88.97 feet;
Thence North 15° 01’ 15” West, 437.29 feet;
Thence North 75° 48’ 35” East, 64.83 feet;
Thence South 67° 13’ 26” East, 156.12 feet;
Thence South 58° 21’ 03” East, 363.59 feet;
Thence South 10° 59’ 19” East, 122.02 feet;
Thence South 28° 13’ 04” East, 80.88 feet;
Thence South 13° 38’ 17” East, 78.59 feet, more or less, to the POINT OF BEGINNING, containing 5.96 acres, more or less.
EXHIBIT “C”

Attached to and made a part of that certain Memorandum of Surface Use Agreement dated effective the 30th day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Existing Road”

Covering the following described centerline of an existing fifty foot (50') wide roadway, being twenty-five feet (25') on either side of the centerline thereof, located in Section 10, Township 15 South, Range 8 East, SLB&M, with a bearing of North 89° 31' 31" East between the southwest section corner and the southeast section corner of Section 10 used as a Basis of Bearing:

BEGINNING at a point North 89° 31' 31" East, 2,755.87 feet and North 00° 28' 29" West, 1,084.93 feet from the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, said point is on the north edge of an existing asphalt road commonly known as County Road #290, and running thence North 35° 37' 55" East, 50.41 feet;

Thence North 61° 56' 00" East, 231.00 feet;
Thence North 13° 20' 00" East, 72.08 feet;
Thence North 30° 28' 00" West, 145.28 feet;
Thence North 04° 38' West, 159.00 feet;
Thence North 25° 19' 10" West, 174.39 feet;
Thence North 16° 36' 33" West, 74.23 feet;
Thence North 37° 48' 00" West, 32.90 feet, containing 1.08 acres, more or less.
EXHIBIT “D”

Attached to and made a part of that certain Memorandum of Surface Use Agreement dated effective the 30\textsuperscript{th} day of August, 2002, by and between Plateau Mining Corporation and Sunnyside Cogeneration Associates, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P.

“Pioneer Road”

Covering the following described centerline of a fifty foot (50’) wide strip of land for the construction of a pioneer road, being twenty-five feet (25’) on either side of the centerline thereof, located in Section 10, Township 15 South, Range 8 East, SLB&M, with a bearing of North 89° 31’ 31” East between the southwest section corner and the southeast section corner of Section 10 used as a Basis of Bearing:

BEGINNING at a point 1,865.99 feet north and 2,794.15 feet east of the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, and running thence North 84° 40’ 00” West, 140.54 feet;

Thence North 39° 26’ 00” West, 78.04 feet;

Thence North 16° 44’ 00” West, 55.78 feet, containing 0.31 acres, more or less.
BILL OF SALE

THIS BILL OF SALE dated effective the 30th day of August, 2002, is by and between PLATEAU MINING CORPORATION, a Delaware corporation (f/k/a Cyprus Plateau Mining Corporation), with an address of 847 NW Highway 191, Helper, Utah 84526 (hereinafter referred to as “Seller”), and SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., with an address at One Power Plant Road, P. O. Box 159, Sunnyside, Utah 84539 (hereinafter referred to as “Buyer”).

Seller, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer to Buyer 269,160 cubic yards, more or less, of soil (the “Reclamation Stockpile”) which is stockpiled and located on the surface of those certain tracts, parcels or lots of land located in Carbon County, Utah, as further described in Exhibit “A” attached hereto and made a part hereof (the “Stockpile Area”).

The Reclamation Stockpile is sold “AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, CONDITION OF THE RECLAMATION STOCKPILE, FITNESS FOR A PARTICULAR PURPOSE OR USE, WHETHER EXPRESS OR IMPLIED BY LAW OR FACT.” Buyer acknowledges that Buyer’s removal and use of the Reclamation Stockpile shall be at Buyer’s sole cost and risk.

Seller warrants that it is the sole owner of the Reclamation Stockpile and that the Reclamation Stockpile is being transferred to Buyer free and clear of any liens and encumbrances.

The transfer is effective as of the date first above written.

The Reclamation Stockpile is located on the Stockpile Area, which consists of fee surface land, and all such Reclamation Stockpile is in the possession of Seller.

IN WITNESS WHEREOF, both Seller and Buyer have executed this Bill of Sale effective as of the date first above written.

SELLER: PLATEAU MINING CORPORATION

By: [Signature]

L. M. Deal
Vice President, Regional Sales (West)

BUYER: SUNNYSIDE COGENERATION ASSOCIATES,

a Utah Joint Venture, acting by and through its joint venture partners:

SUNNYSIDE HOLDINGS I, INC., a Delaware corporation

By: [Signature]

Name: President

Title: [Title]

SUNNYSIDE II, L.P.,
a Delaware limited partnership, acting by and through its General Partner, Sunnyside II, Inc. a Delaware corporation

By: [Signature]

Name: [Name]

Title: [Title]
EXHIBIT “A”

Attached to and made a part of that certain Bill of Sale dated effective the 30th day of August, 2002, between PLATEAU MINING CORPORATION, a Delaware corporation, Seller, and SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., Buyer, covering the Reclamation Stockpile located on a portion of following described tracts, parcels or lots of land located in Carbon County, Utah, as further described below:

Township 15 South, Range 8 East, SLB&M
Section 10: A portion of the E2 NE/4 SW/4 and the W/2 NW/4 SE/4 bounded and described as follows:

That certain tract or parcel of land located in Section 10, Township 15 South, Range 8 East, SLB&M, being further described as follows, with a bearing of North 89° 31' 31" East between the southwest section corner and the southeast section corner of Section 10, used as a Basis of Bearing:

BEGINNING at point 1,995.27 feet north and 2,610.11 feet east of the southwest corner of Section 10, Township 15 South, Range 8 East, SLB&M, thence South 83° 20' 00" West, 90.93 feet;

Thence South 34° 25' 00" West, 176.06 feet;
Thence South 50° 49' 02" West, 143.49 feet;
Thence South 82° 20' 38" West, 66.22 feet;
Thence North 41° 53' 26" West, 137.83 feet;
Thence North 08° 47' 21" West, 145.84 feet;
Thence North 01° 18' 00" West 88.97 feet;
Thence North 15° 01' 15" West, 437.29 feet;
Thence North 75° 48' 35" East, 64.83 feet;
Thence South 67° 13' 26" East, 156.12 feet;
Thence South 58° 21' 03" East, 363.59 feet;
Thence South 10° 59' 19" East, 122.02 feet;
Thence South 28° 13' 04" East, 80.88 feet;
Thence South 13° 38' 17" East, 78.59 feet, more or less, to the POINT OF BEGINNING, containing 5.96 acres, more or less.
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into effective the 31st day of January, 2002, by and between PLATEAU MINING CORPORATION, a Delaware corporation (f/k/a Cyprus Plateau Mining Corporation), with an address at 847 NW Highway 191, Helper, Utah 84526 (hereinafter referred to as "Grantor"), and SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., with an address at One Power Plant Road, P. O. Box 159, Sunnyside, Utah 84539 (hereinafter referred to as "Grantee").

WITNESSETH, THAT, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the reservations contained herein, does hereby grant and convey unto the said Grantee, and to its successors and assigns forever, all of Grantor's right, title, interest in, of and to the surface only of those two certain tracts, parcels or lots of land located in Carbon County, Utah, as further described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

TOGETHER WITH the following:

1. Any and all timber; and

2. Any and all building or structures located thereon, therein or thereunder, and all septic, sewage, storage or other tanks and systems, if any, which are appurtenant to the Premises, and all improvements, fixtures and equipment affixed thereto or to the Premises, including all fencing located upon the Premises.

RESERVING, HOWEVER, unto Grantor the following:

1. All seams of coal and coal mining rights not heretofore reserved of record, including the right to receive rentals and royalties, if any, and all after acquired title to same;

2. All oil, gas, other hydrocarbons, and other minerals and mineral substances, not heretofore reserved of record, together with any and all coal bed methane gas, and any other form of gas that may reside in the subsurface of the Premises, or in voids, left by mining or otherwise existing, together with all the exploration, mining and drilling rights and other property rights and privileges connected therewith, in and underlying the surface of the Premises, including the right to receive rentals, royalties and like-kind or free gas, if any, and all after acquired title to same;

3. The right to undermine or drill through or under the surface of the Premises using any mining, drilling or extraction method which Grantor, its successors, assigns and/or affiliates may choose or which may be necessary or convenient for mining, removing and selling said coal, oil, gas and other hydrocarbons, and other minerals and mineral substances;

4. An easement under, over, across and upon the Premises at a location or locations to be reasonably determined by Grantor, its successors, assigns and/or affiliates in consultation with Grantee, for the sole purpose of constructing, reconstructing, maintaining, repairing and removing gas collection and/or storage facilities and a

Special Warranty Deed.doc
pipeline for the storage, removal and transmission of oil, gas, coal bed methane, any other form of gas, or other hydrocarbons, provided that the foregoing is expressly subject to the limitation that any such easement or activity in connection therewith shall not unreasonably interfere with Grantee's operations on the Premises;

5. All water and water rights, ditches and ditch rights, reservoir rights, wells and well rights, and easements and rights-of-way used in connection therewith, appurtenant to and used on the Premises, whether arising by appropriation, grant, permit or otherwise, and whether being represented by the separate and outright ownership or lawful possession of an appropriation right or permit, by certificates of stock in mutual ditch, carrier ditch or reservoir companies, by agreements, contracts or leases, or by any other form, including, but not limited to, all right, title and interest in the State of Utah Water Claim No. 91-3555, and the water and water rights therein, together with the right of reasonable access to and from the Premises for the purpose of maintaining, repairing, improving and/or removing same.

6. Grantee acknowledge that Grantor is in the process of reclaiming its Starpoint Mine properties located adjacent to or in the vicinity of the Premises in accordance with a reclamation plan that has been approved by the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah (DOGM). In order to accomplish the required reclamation, the following provisions shall survive as covenants running with the land:

   (a) Until such time as Grantor has obtained final bond release under Grantor's SMCRA permit issued by DOGM with respect to the Starpoint Mine, Grantee shall, and does hereby grant to Grantor the irrevocable license and right of ingress, egress and passage over, across and through the Premises, together with the license and right of reasonable access for any and all reasonable purposes associated with Grantor's reclamation obligations, subject to the limitation that the exercise of such rights shall not unreasonably interfere with Grantee's operations on the Premises.

   (b) Until such time as Grantor has obtained final bond release under Grantor's SMCRA permit issued by DOGM with respect to the Starpoint Mine, Grantee will cooperate with Grantor in the conduct of Grantor's reclamation operations and Grantee will not take any action that would cause unreasonable interference to Grantor's activities whether on or off the Premises.

   (c) Until such time as Grantor has obtained Phase II bond release under Grantor's SMCRA permit issued by DOGM with respect to the Starpoint Mine, in association with Grantor's reclamation operations, Grantee grants Grantor the right to utilize and/or remove soil, dirt, waste coal and similar materials from the Premises or the waste coal refuse pile thereon, provided that the exercise of such rights shall not unreasonably interfere with Grantee's operations on the Premises. Such material shall be available for Grantor's use at any point within the Starpoint Mine properties.

   (d) Until such time as Grantor has obtained Phase II bond release under Grantor's SMCRA permit issued by DOGM with respect to the Starpoint Mine, in association with Grantor's reclamation operations, Grantee grants Grantor the right to deposit and/or add soil, dirt, waste coal and similar materials to the Premises.
provided that the exercise of such rights shall not unreasonably interfere with
Grantee's operations on the Premises. Such material shall be deposited or placed
within the Premises, as reasonably directed by Grantee.

Any such activities and/or undertakings by Grantor, its successors, assigns and/or
affiliates shall not be deemed a breach of the Grantor's express or implied covenant
of quiet enjoyment.

At such time as Grantor obtains Phase II and final bond release under Grantor's
SMCRA permit issued by DOGM with respect to the Starpoint Mine, as applicable,
Grantor shall provide Grantee, its successors or assigns, with a release and
Quitclaim Deed in recordable form, terminating the above access and use rights.

TO HAVE AND TO HOLD the above described Premises with the appurtenances, unto
said Grantee, its successors and assigns, forever; and the said Grantor, for itself and its
successors and assigns, does hereby covenant and agree to and with the said Grantee
and its successors and assigns that it is lawfully seized in fee of the aforesaid Premises;
that the same are free of all encumbrances except as otherwise stated below and in
Exhibit "A" attached hereto and made a part hereof:

This conveyance is made under and subject to all prior oil and gas leases;
all prior conveyances of predecessors to the Grantor, of record of portions
of the Premises or interests in the Premises, or of any rights, titles or
interests therein; reservations of rights to drill for oil, gas, water and other
minerals of record; all exceptions, reservations, conditions, rights,
privileges, easements, encumbrances or rights-of-way as are contained
within prior instruments of record affecting the Premises or as are
apparent from an inspection of the Premises; and any discrepancies,
conflicts in boundary lines, shortage of area, encroachments and any facts
which a correct survey and inspection of the premises would disclose and
which are not shown by the public records;

and that it has good right to convey the same to Grantee as aforesaid; and that the
before conveyed Premises it will specially warrant against its own acts and none others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective
as of the date and year first above written.

PLATEAU MINING CORPORATION

By:  

L. M. Deal  
Vice President, Regional Sales (West)

INTEGRATED
CORPORATE ACKNOWLEDGMENT - UTAH

STATE OF COLORADO  
COUNTY OF ARAPAHOE  
ss.

The foregoing instrument was acknowledged before me this 30th day of January, 2002, by L. M. Deal, the Vice President, Regional Sales (West) of Plateau Mining Corporation, a Delaware corporation.

Witness my hand and official seal.

[Signature]
Notary Public

7999 South Jasmine Circle
Englewood, CO 80112

Address

My Commission expires: May 21, 2004

Special Warranty Deed.doc

- 4 -
EXHIBIT "A"

Attached to and made a part of that certain Special Warranty Deed dated effective the 31st day of January, 2002, between PLATEAU MINING CORPORATION, a Delaware corporation, Grantor, and SUNNYSIDE COGENERATION ASSOCIATES, a Utah Joint Venture (General Partnership), among Sunnyside Holdings I, Inc. and Sunnyside II, L.P., Grantee, covering the two following described tracts, parcels or lots of land located in the County of Carbon, State of Utah, to wit:

PARCEL 1:

Township 15 South, Range 8 East, SLB&M
Section 10: A tract or parcel of land bounded and described as follows:

A tract or parcel of land lying south of County Road 290 and situate in the S/2 S/2 of Section 10, Township 15 South, Range 8 East, SLB&M, Carbon County, Utah, comprising 107.59 acres more or less out of those certain parcels of land owned in fee simple by Plateau Mining Corporation, a Delaware Corporation, evidenced by that certain Quitclaim Deed dated effective March 31, 1997 between Cyprus Western Coal Company, Grantor, and Cyprus Plateau Mining Corporation, Grantee, recorded in Book 393, at Pages 487, Carbon County, Utah, to which record reference is made herein for all purposes; and the name of Cyprus Plateau Mining Corporation was changed to Plateau Mining Corporation on June 30, 1999 as evidenced by that certain State of Delaware Certificate of Amendment of Restated Certificate of Incorporation of Cyprus Plateau Mining Corporation recorded in Book 440, Page 636, Carbon County, Utah, to which record reference is made herein for all purposes.

Basis of Bearing for subject parcel being North 89° 30' 09" East, 5246.46 feet (measured) along the south line of the S/2 of said Section 10, Subject parcel being more particularly described as follows:

BEGINNING at the two inch (2") iron pipe monumentalizing the southwest corner of said Section 10, thence North 89° 30' 09" East, 5246.46 feet (North 89° 51' East, 79.48 chains, 5245.68 feet, per the Bureau of Land Management Dependant Resurvey of a portion of the Third Standard Parallel; executed by Daniel T. Mates under the supervision of Glen B. Hatch, July 12 through September 3, 1976, under Special Instructions dated May 28, 1976, for Group Number 566, Utah) coincident with the south line of said Section 10 to the three inch (3") brass cap monument monumentalizing the southeast corner thereof;

And thence:

North 01° 39' 09" East (North 02° 01' East per said Dependant Resurvey), 1056.17 feet, coincident with the east line of the SE/4 of said Section 10 to a point on the southerly right-of-way line of County Road 290;

Thence the following twenty nine (29) courses coincident with said southerly right-of-way:
EXHIBIT "A" — CONTINUED

1. South 88° 11' 31" West, 464.63 feet to a point of curvature;  
2. Southwesterly 178.81 feet along the arc of a 817.00 foot radius curve to the left (center bears South 01° 48' 29" East) through a central angle of 12° 32' 22" to a point of tangency;  
3. South 75° 39' 09" West, 501.71 feet to a point of curvature;  
4. Westerly 679.31 feet along the arc of a 1533.00 foot radius curve to the right (center bears North 14° 20' 51" West) through a central angle of 25° 23' 21" to a point of tangency;  
5. North 78° 57' 30" West, 165.24 feet;  
6. North 78° 17' 39" West, 270.34 feet;  
7. North 76° 06' 11" West, 123.06 feet to a point of curvature;  
8. Westerly 355.47 feet along the arc of a 1292.00 foot radius curve to the left (center bears South 13° 53' 49" West) through a central angle of 15° 45' 49" to a point of tangency;  
9. South 88° 08' 00" West, 304.15 feet to a point of curvature;  
10. Southwesterly 192.13 feet along the arc of a 1392.00 foot radius curve to the left (center bears South 01° 52' 00" East) through a central angle of 07° 54' 30" to a point of tangency;  
11. South 80° 13' 30" West, 94.84 feet to a point of curvature;  
12. Southwesterly 193.22 feet along the arc of a 3033.00 foot radius curve to the right (center bears North 09° 46' 30" West) through a central angle of 03° 39' 00" to a point of tangency;  
13. South 83° 52' 31" West, 108.13 feet;  
14. South 82° 23' 26" West, 279.54 feet;  
15. South 79° 12' 12" West, 134.59 feet to a point of curvature;  
16. Southwesterly 150.64 feet along the arc of a 292.00 foot radius curve to the left (center bears South 10° 47' 48" East) through a central angle of 29° 33' 28" to a point of tangency;  
17. South 49° 38' 44" West, 79.52 feet to a point of curvature;  
18. Southwesterly 150.83 feet along the arc of a 283.00 foot radius curve to the right (center bears North 40° 21' 16" West) through a central angle of 30° 32' 13" to a point of tangency;
EXHIBIT "A" – CONTINUED

19. South 80° 10' 58" West, 142.77 feet to a point of curvature;

20. Southwesterly 38.58 feet along the arc of a 217.00 foot radius curve to the left (center bears South 09° 49' 02" East) through a central angle of 10° 11' 14" to a point of tangency;

21. South 69° 59' 44" West, 163.00 feet to a point of curvature;

22. Southwesterly 74.80 feet along the arc of a 167.00 foot radius curve to the left (center bears South 20° 00' 16" East) through a central angle of 25° 39' 50" to a point of tangency;

23. South 44° 19' 54" West, 140.82 feet to a point of curvature;

24. Westerly 93.90 feet along the arc of a 183.00 foot radius curve to the right (center bears North 45° 40' 06" West) through a central angle of 29° 23' 57" to a point of tangency;

25. South 73° 43' 51" West, 89.03 feet to a point of curvature;

26. Westerly 116.91 feet along the arc of a 308.00 foot radius curve to the right (center bears North 16° 09' 09" West) through a central angle of 21° 44' 56" to a point of curvature;

27. North 64° 31' 13" West, 55.78 feet to a point of curvature;

28. Southwesterly 98.50 feet along the arc of a 242.00 foot radius curve to the left (center bears South 05° 28' 47" West) through a central angle of 23° 19' 19" to a point of tangency; and

29. South 72° 09' 28" West, 29.16 feet to a point on the west line of the SW/4 of said Section 10;

Thence South 00° 22' 24" East (South 00° 02' East per said Dependant Resurvey) 417.33 feet coincident with said west line to the POINT OF BEGINNING.

PARCEL 2:

The Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 2, Township 15 South, Range 8 East, Salt Lake Base and Meridian, Carbon County, Utah.
## CYPRUS AMAX MINERALS COMPANY SOLD PERMITS LIST

**Skyline Coal Company**  
HCR 65, BOX 361, Dunlap, TN 37327  
FEIN #: 61-1128411

### MINE OR AREA NAME: Big Brush Creek

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- Sold to AEI Holding Company, Inc. on June 29, 1998.  
- Remove from list June 29, 2003.

### MINE OR AREA NAME: Big Brush Creek No. 2

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- Remove from list June 29, 2003.

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- Sold to AEI Holding Company, Inc. on June 29, 1998.  
- Remove from list June 29, 2003.

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- Remove from list June 29, 2003.

### MINE OR AREA NAME: Skyline

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- Sold to AEI Holding Company, Inc. on June 29, 1998.  
- Remove from list June 29, 2003.

### MINE OR AREA NAME: Skyline Tipple No. 1

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<tr>
<th>PERMIT</th>
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- Sold to AEI Holding Company, Inc. on June 29, 1998.  
- Remove from list June 29, 2003.
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EXHIBIT 113.300a

Status of Violations
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<tr>
<th>Company</th>
<th>Mine Name</th>
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<th>MSHA ID #</th>
<th>MSHA Date</th>
<th>Nature of Violation</th>
<th>Remedial Action Required</th>
<th>Abatement Date</th>
<th>Nov Status</th>
<th>Termination Date</th>
<th>Date Paid</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Cyprus Plateau Mining</td>
<td>Star Point</td>
<td>ACT/007/006</td>
<td>42-00171</td>
<td>4/11/77</td>
<td>Failure to maintain sediment control; failure to control erosion; failure to store non-coal waste; failure to maintain divisions.</td>
<td>Repair &amp; clean out sediment; repair &amp; control erosion; remove all non-coal waste; remove sediment, regrade &amp; re-establish ditch.</td>
<td>8/15/97</td>
<td>Abated</td>
<td>8/14/97</td>
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<td>Cyprus Plateau Mining</td>
<td>Star Point</td>
<td>ACT/007/006</td>
<td>42-00171</td>
<td>4/11/77</td>
<td>Failure to meet Utah Coal Rules performance standards on the maintenance of diversions.</td>
<td>Maintain diversions to meet design standards.</td>
<td>4/28/97</td>
<td>Abated</td>
<td>4/2/97</td>
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<td>Cyprus Plateau Mining</td>
<td>Star Point</td>
<td>ACT/007/006</td>
<td>42-00171</td>
<td>4/11/77</td>
<td>Failure to conduct refuse pile operations as approved and to meet performance standards on refuse pile.</td>
<td>Comply with refuse performance standards to effect proper drainage and control.</td>
<td>6/28/96</td>
<td>Abated</td>
<td>6/20/96</td>
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<tr>
<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Conducting mining ops within stream buffer zone; Failure to meet terms/conditions of permit; Failure to implement fugitive dust control.</td>
<td>Remove water pump from buffer zone and re-seed; remove fugitive dust/coal accumulations from paved area at shop bldg./conveyors; control dust.</td>
<td>11/12/98</td>
<td>Abated</td>
<td>11/20/98</td>
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<tr>
<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to meet terms and conditions of permit; Failure to obtain Division approval to divert water from underground workings back into mine.</td>
<td>Submit amendment to permit to obtain Division approval.</td>
<td>12/24/97</td>
<td>Abated</td>
<td>12/19/97</td>
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<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to maintain diversions/surface drainage ditches from obstructions; control non-coal waste/trash; properly construct sediment control measures.</td>
<td>Remove all trash, machinery, dirt, and other obstructions from ditches; clean up entire mine site; repair silt fence.</td>
<td>4/2/97</td>
<td>Abated</td>
<td>4/11/97</td>
<td></td>
<td></td>
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<tr>
<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to conduct mining operations to minimize hydrologic disturbance.</td>
<td>Reduce water elevation in pond to one foot below elevation of haul road.</td>
<td>12/17/96</td>
<td>Abated</td>
<td>12/17/96</td>
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<tr>
<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to maintain ditch; failure to maintain drainage.</td>
<td>Reinstall Ditch CAD-7 according to specifications; Promote positive drainage of material toward diversions.</td>
<td>1/9/97</td>
<td>Abated</td>
<td>1/9/97</td>
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<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to properly control non-coal waste.</td>
<td>Clean up non-coal waste; Provide containers in area.</td>
<td>9/11/96</td>
<td>Abated</td>
<td>8/28/96</td>
<td></td>
<td></td>
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<tr>
<td>Cyprus Plateau Mining</td>
<td>Willow Creek Mine</td>
<td>ACT/007/038</td>
<td>42-02113</td>
<td>1/10/95</td>
<td>Failure to conduct mining and reclamation operations to minimize disturbances to hydrologic balance.</td>
<td>Re-establish flow to portion of Willow Creek at quantity comparable to existing flow upstream portion.</td>
<td>9/12/96</td>
<td>Abated</td>
<td>9/4/96</td>
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**Comments:**
- NOV = Notice of Violation
- MSHA = Mine Safety and Health Administration
- UT-DOGM = Utah Division of Geological Mining
<table>
<thead>
<tr>
<th>Company</th>
<th>Mine Name</th>
<th>Violation #</th>
<th>Abatement Date</th>
<th>Comments</th>
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<td>Cyprus Plateau Mining</td>
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Nature of Violation: Failure to conduct operations to minimize hydrologic disturbance within the outside permit area.

Remedial Action Required: After the fact violation; remediation not practical.
<table>
<thead>
<tr>
<th>Company</th>
<th>Permit #</th>
<th>Nature of Violation</th>
<th>Remedial Action Required</th>
<th>Abatement Date</th>
<th>NOV Status</th>
<th>Termination Date</th>
<th>Penalty &amp; Date Paid</th>
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<tbody>
<tr>
<td>Castle Gate Holding Co.</td>
<td>ACT/007/004</td>
<td>1. Failure to locate, maintain, construct sediment and drainage control; 2. Failure to control non-coal waste; 3. Maintain silt fence and build sediment trap.</td>
<td>1. Maintain design plan; 2. Control non-coal waste; 3. Maintain silt fence and build sediment trap.</td>
<td>4/30/97</td>
<td>Abated</td>
<td>5/15/97</td>
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</table>
Section 778.14  Compliance information.

Each application shall contain--

(a) A statement of whether the applicant or any subsidiary, affiliate, or persons controlled by or under common control with the applicant has--

(1) Had a Federal or State mining permit suspended or revoked in the last 5 years; or,

(2) Forfeited a mining bond or similar security deposited in lieu of bond.

The applicant has not had a federal or state mining permit suspended or revoked in the five years previous to the date of this application.

The applicant has not forfeited a mining bond or similar security deposited in lieu of bond.

(b) If any such suspension, revocation, or forfeiture has occurred, a statement of the facts involved, including--

(1) Identification number and date of issuance of the permit or date and amount of bond or similar security;

(2) Identification of the authority that suspended or revoked a permit or forfeited a bond and the stated reasons for that action;

(3) The current status of the permit, bond, or similar security involved;

(4) The date, location, and type of any administrative or judicial proceedings initiated concerning the suspension, revocation, or forfeiture; and

(5) The current status of these proceedings.

Since no suspension, revocation, or forfeiture has occurred, 30 CFR 778.14 (b) is not applicable to this application.

(c) A listing of each violation notice received by the applicant in connection with any surface coal mining operations during the 3-year period before the application date, for violations of any law, rule, or
Section 778.14 (c) Continued

regulation of the United States, or of any State law, rule, or regulation, or of any provision of the Act pertaining to air or water environmental protection. The application shall also contain a statement regarding each violation notice, including—

(1) The date of issuance and identity of the issuing regulatory authority, department, or agency;
(2) A brief description of the particular violation alleged in the notice;
(3) The date, location, and type of any administrative or judicial proceedings initiated concerning the violation, including, but not limited to, proceedings initiated by the applicant to obtain administrative or judicial review of the violations;

A list of violation notices pursuant to 30 CFR 778.14 (c) is as follows:

(1) Oil Spill Violation. A letter dated July 17, 1979 was sent by Lt. P.T. Hoopes, U. S. Coast Guard, as Chief, Marine Environmental Protection Branch, Second Coast Guard District, 1430 Olive Street, St. Louis, Missouri 63103. The letter was received by Energy Fuels shortly after it was sent. A copy of the letter can be found as Exhibit 2, Letter from U. S. Coast Guard to Energy Fuels, dated July 17, 1979.

The alleged violation was an oil spill which occurred from facilities owned and operated by Energy Fuels on March 21, 1979. A complete report of all events connected with the oil spill was made to the Colorado Department of Health and the United States Environmental Protection Agency on April 30, 1979. A copy of this report is in the form of a letter submitted as Exhibit 3, Letter from J. David Arkell to Colorado Department of Health and U. S. Environmental Protection Agency, dated April 30, 1979.
No action has been taken, to the knowledge of Energy Fuels, since Lt. Hoopes' letter of July 17, 1979.

Energy Fuels is awaiting further notification from the Coast Guard concerning the penalty action, if any, to be taken.

In general, Energy Fuels took immediate preventive and clean-up action, which eradicated virtually all effects of the oil spill within a very short period of time. Details as to actions taken by Energy Fuels are also contained in Exhibit 3, as referenced previously in this Section.

(2) Excessive Discharge of Total Suspended Solids. The Colorado Department of Health, Water Quality Control Division (the "Division"), issued a notice of violation of permit limitations dated August 16, 1979, which was received by Energy Fuels on August 21, 1979. A copy of this notice in letter form is shown as Exhibit 4, Letter from Colorado Department of Health to James A. Larson, President, Energy Fuels Corporation, dated August 16, 1979.

The alleged violation was discharge of water carrying a concentration of total suspended solids ("TSS") in excess of applicable effluent limitations. The notice of violation resulted from a Discharge Monitoring Report in which Energy Fuels reported the excess TSS discharge.

No further action has been taken by the Division, to the knowledge of Energy Fuels, since its letter of August 16, 1979.

By letter dated August 31, 1979 Energy Fuels responded to the five specific questions contained in the notice of violations dated August 16, 1979. Said letter is shown as Exhibit 5, Letter from Energy Fuels Corporation to Colorado Department of Health, dated August 31, 1979. Energy Fuels is presently awaiting further action, if any, on the part of the Division.
(2) If any such suspension, revocation or forfeiture has occurred, a statement of the facts involved, including:

(a) Identification number and date of issuance of the permit or date and amount of bond or similar security;

(b) Identification of the authority that suspended or revoked a permit or forfeited a bond and the stated reasons for that action;

(c) The current status of the permit, bond, or similar security involved;

(d) The date, location, and type of any administrative or judicial proceedings initiated concerning the suspension, revocation or forfeiture; and

(e) The current status of these proceedings.

RESPONSE:
This Rule is not applicable due to the negative responses to 2.03.5(1)(a) and (b) above.

(3) A schedule listing any and all notices of violations of the Act and any applicable law of the United States or of this State, or any applicable rule or regulation of any department or agency of the United States, other states, and this State, pertaining to air or water environmental protection received by the applicant in connection with any surface coal mining

Revised 11/15/85
operations during the three-year period prior to the date of application. The application schedule shall also include a statement regarding each violation notice, including:

(a) The date of issuance and identity of the issuing regulatory authority, department or agency;

(b) A brief description of the particular violation alleged in the notice;

(c) The date, location and type of any administrative or judicial proceedings initiated concerning the violation, including, but not limited to, proceedings initiated by the applicant to obtain administrative or judicial review of the violations;

(d) The current status of the proceedings and of the violation notice;

(e) The actions, if any, taken by the applicant to abate the violation; and

(f) The final resolution of any notice of violation.

RESPONSE:
The applicant, TCC has received only two violation notices for non-compliance with any applicable law, rule or regulation.

Violation Identification: C-85-012
Date of Issuance: February 7, 1985
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division
Brief Description of Violation: Failure to monitor and analyze water in accordance with approved plan.
Date, Location and Type of Administrative Proceedings: Assessment conference held March 7, 1985 CMLRD in Denver.

Revised 11/15/85
2.03-23
Violation: Settlement Agreement dated April 15, 1985, Assessment of $1,250.00 submitted to CMLRD C-85-039

Date of Issuance: May 23, 1985
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division
Brief Description of Violation: Failure to monitor and analyze ground water and surface water for all required parameters.


Actions Taken to Abate the Violation: All pertinent available past sample splits have been re-analyzed by the lab, and the data required by the CMLRD for compliance was submitted on June 6 and June 19, 1985.

Final Resolution of the Violation: Notice and order to pay fixed penalty ($1,800) was issued by CMLRD on July 23, 1985. Check Number 4596, dated August 16, 1985 was submitted to CMLRD.

Rule 2.03.6 - Right of Entry and Operation Information

(1) Each application shall contain a description of the documents upon which the applicant bases his or her legal right to enter and begin surface coal mining operations in the permit area, and whether that right is the subject of pending litigation. The description shall identify those documents by type and date of execution, identify the specific lands to which the document pertains, and explain the legal rights claimed by the applicant.

RESPONSE:
The following documents numbered 1 to 28 vest in TCC the rights to enter and begin surface and underground coal mining operations in the permit
LIST OF NOTICE OF VIOLATIONS FOR PERMIT C-84-062 WHICH ARE NOT CURRENTLY LISTED IN THE PERMIT.

Alleged Violation Identification: NOV C-90-046
Date of Issuance: October 17, 1990
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division (CMRLD)
Brief Description of Alleged Violation: Failure to properly implement approved and required sediment control measures.
Current Status: Settlement agreement and penalty assessment of $750.00 paid.

Alleged Violation Identification: NOV C-86-037
Date of Issuance: May 7, 1986
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division (CMRLD)
Brief Description of Alleged Violation: Failure to dewater sedimentation pond as required by the permit and regulations so as to prevent outflow of runoff through the emergency spillway.
Current Status: Settlement agreement and penalty assessment of $750.00 paid.

Alleged Violation Identification: NOV C-86-021
Date of Issuance: May 27, 1986
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division (CMRLD)
Brief Description of Alleged Violation: Failure to follow approved Hydrologic Monitoring Program
Current Status: Terminated

Alleged Violation Identification: NOV C-85-043
Date of Issuance: May 24, 1985
Issuing Regulatory Authority: CMRLD
Brief Description of Alleged Violation: Unapproved storage area
Current Status: Terminated
Alleged Violation Identification: NOV C-85-045
Date of Issuance: May 23, 1985
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation: Failure to construct sediment control facilities in compliance with approved design.
Current Status: Paid penalty of $900.00

Alleged Violation Identification: NOV C-85-047
Date of Issuance: May 24, 1985
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation: Maintenance of Sediment Traps
Current Status: Terminated

Alleged Violation Identification: NOV C-85-011
Date of Issuance: February 6, 1985
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation: Failure to submit plans and information required by Stipulation No's. 5, 10 and 11 to permit within timeframe specified by the stipulations.
Current Status: Paid assessment fee of 650.00 and conference with MLR - terminated violation with stipulations.

Alleged Violation Identification: NOV C-85-046
Date of Issuance: May 24, 1985
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation: Spring Flow & Erosion
Current Status: Terminated
<table>
<thead>
<tr>
<th>Alleged Violation Identification:</th>
<th>NOV C-90-046</th>
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</thead>
<tbody>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>October 17, 1990</td>
</tr>
<tr>
<td><strong>Issuing Regulatory Authority:</strong></td>
<td>Colorado Mined Land Reclamation Division (CMLRD)</td>
</tr>
<tr>
<td><strong>Brief Description of Alleged Violation:</strong></td>
<td>Failure to properly implement approved and required sediment control measures.</td>
</tr>
<tr>
<td><strong>Current Status:</strong></td>
<td>Settlement agreement and penalty assessment of $750.00 paid.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Alleged Violation Identification:</th>
<th>NOV C-86-037</th>
</tr>
</thead>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>May 7, 1986</td>
</tr>
<tr>
<td><strong>Issuing Regulatory Authority:</strong></td>
<td>Colorado Mined Land Reclamation Division (CMLRD)</td>
</tr>
<tr>
<td><strong>Brief Description of Alleged Violation:</strong></td>
<td>Failure to dewater sedimentation pond as required by the permit and regulations so as to prevent outflow of runoff through the emergency spillway.</td>
</tr>
<tr>
<td><strong>Current Status:</strong></td>
<td>Settlement agreement and penalty assessment of $750.00 paid.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Alleged Violation Identification:</th>
<th>NOV C-86-021</th>
</tr>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>May 27, 1986</td>
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<tr>
<td><strong>Issuing Regulatory Authority:</strong></td>
<td>Colorado Mined Land Reclamation Division (CMLRD)</td>
</tr>
<tr>
<td><strong>Brief Description of Alleged Violation:</strong></td>
<td>Failure to follow approved Hydrologic Monitoring Program</td>
</tr>
<tr>
<td><strong>Current Status:</strong></td>
<td>Terminated</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Alleged Violation Identification:</th>
<th>NOV C-85-043</th>
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<td><strong>Date of Issuance:</strong></td>
<td>May 24, 1985</td>
</tr>
<tr>
<td><strong>Issuing Regulatory Authority:</strong></td>
<td>CMLRD</td>
</tr>
<tr>
<td><strong>Brief Description of Alleged Violation:</strong></td>
<td>Unapproved storage area</td>
</tr>
<tr>
<td><strong>Current Status:</strong></td>
<td>Terminated</td>
</tr>
</tbody>
</table>
Alleged Violation Identification: NOV C-85-045

Date of Issuance: May 23, 1985

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation: Failure to construct sediment control facilities in compliance with approved design.

Current Status: Paid penalty of $900.00

Alleged Violation Identification: NOV C-85-047

Date of Issuance: May 24, 1985

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation: Maintenance of Sediment Traps

Current Status: Terminated

Alleged Violation Identification: NOV C-85-011

Date of Issuance: February 6, 1985

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation: Failure to submit plans and information required by Stipulation No's. 5, 10 and 11 to permit within timeframe specified by the stipulations.

Current Status: Paid assessment fee of 650.00 and conference with MLR - terminated violation with stipulations.

Alleged Violation Identification: NOV C-85-046

Date of Issuance: May 24, 1985

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation: Spring Flow & Erosion

Current Status: Terminated
Alleged Violation Identification: NOV C-84-169  
Date of Issuance: November 8, 1984  
Issuing Regulatory Authority: CMLRD  
Brief Description of Alleged Violation: Topsoil Salvaging/Placement  
Current Status: Terminated

Alleged Violation Identification: NOV C-84-153  
Date of Issuance: August 4, 1984  
Issuing Regulatory Authority: CMLRD  
Brief Description of Alleged Violation: Haulroad Construction  
Current Status: Terminated

Alleged Violation Identification: NOV C-84-124  
Date of Issuance: June 21, 1984  
Issuing Regulatory Authority: CMLRD  
Brief Description of Alleged Violation: Maintenance of Surface and Ground Water Monitoring Sites  
Current Status: Terminated

Alleged Violation Identification: NOV C-84-081  
Date of Issuance: May 6, 1984  
Issuing Regulatory Authority: CMLRD  
Brief Description of Alleged Violation: Drainage & Sediment Control System  
Current Status: Terminated
(b) A brief description of the particular violation alleged in the notice;

c) The date, location and type of any administrative or judicial proceedings initiated concerning the violation, including, but not limited to, proceedings initiated by the applicant to obtain administrative or judicial review of the violations;

(d) The current status of the proceedings and of the violation notice;

(e) The actions, if any, taken by the applicant to abate the violation; and

(f) The final resolution of any notice of violation.

RESPONSE:

Following is a list of all violation notices received by CYCC in the past three years.

- Violations -

(1) Alleged Violation Identification: 81-12
Date of Issuance: March 24, 1981
Issuing Regulatory Authority: Colorado Mined Land Reclamation Division

Brief Description of Alleged Violation: Disturbing land by transporting equipment on area outside designated permit area.

2.03-30
Date Location and Type of Administrative Proceedings: April 1981, Denver, Colorado, Informal conference concerning violation 81-12.

Current Status: Terminated

Actions Taken to Abate the Alleged Violation: Regrade and seed the area disturbed.

Final Resolution of Alleged Violation: CMLRD inspected N.O.V. in June 1981. A civil penalty was not assessed.

(2) Alleged Violation Identification: NPDES Permit No. CO-0027154

Date of Issuance: July 9, 1982

Issuing Regulatory Authority: EPA Region VIII

Brief Description of Alleged Violation: Violations of discharge permit conditions between April 1, 1981 and March 1982.

Date, Location and Type of Administrative Proceedings:

October 12, 1982 - meeting with CDH, WQCD to resolve the issues set forth in N.O.V. and Cease and Desist Order (See Violation #3)

November 10, 1982 - meeting with CDH, WQCD to formulate a resolution of issues set forth in N.O.V. and C.O. (See Violation #3)

2.03-31
Terminated

Actions Taken to Abate the Alleged Violation:
Construction and modification of sediment control structures.

Final Resolution of Alleged Violation:
CYCC paid assessed penalty of $20,000.00 to CDH - WQCD

(3) Alleged Violation Identification: Notice of Violation and Cease and Desist Order of NPDES Permit CO-0027154
Date of Issuance: October 6, 1982
Issuing Regulatory Authority: Colorado Department of Health, Water Quality Control Division
Brief Description of Alleged Violation:
Violations of discharge permit conditions between April 1981 and March 1982

Date, Location and Type of Administrative Proceedings:
October 12, 1982 - meeting with CDH, WQCD to resolve the issues set forth in N.O.V.

November 10, 1982 - meeting with CDH, WQCD to formulate a resolution of issues set forth in the N.O.V.

Current Status: Terminated
Actions Taken to Abate the Alleged Violation:

Construction and modification of sediment control structures

Final Resolution of Alleged Violation:

CYCC payed assessed penalty of $20,000.00 to CDH, WQCD

(4) Alleged Violation Identification: 82-33
Date of Issuance: October 13, 1982
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation:
Failure to minimize disturbance to the prevailing hydrologic balance.

Date, Location and Type of Administrative Proceedings:
December 17, 1982 Denver, Colorado N.O.V. Settlement Conference

Current Status: Terminated

Actions Taken to Abate the Alleged Violation:
All actions taken to abate N.O.V. 82-33 have been addressed in CYCC compliance letter dated November 17, 1982. CMLRD approved actions on November 18, 1982 inspection.
Final Resolution of Alleged Violation:

CYCC paid assessed penalty of $5,000.00 to CMLRD for violations: 82-33, 82-34, 82-35.

(5) Alleged Violation Identification: 82-34

Date of Issuance: October 13, 1982
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation: Failure to remove topsoil before disturbing the surface.

Date, Location and Type of Administrative Proceedings:
December 17, 1982 Denver, Colorado
N.O.V. Settlement Conference

Current Status: Terminated

Actions Taken to Abate the Alleged Violation:
All actions taken to abate N.O.V. 82-34 have been addressed in CYCC compliance letter dated November 17, 1982. CMLRD approved abatement actions on November 18, 1982 inspection.

Final Resolution: CYCC paid assessed penalty of $5,000 to CMLRD for violations: 82-33, 82-34, 82-35.
(6) Alleged Violation Identification: 82-35
Date of Issuance: October 13, 1982
Issuing Regulatory Authority: CMLRD
Brief Description of Alleged Violation:
Failure to follow approved permit for stream buffer zones, temporary diversion ditches and haulroad locations.
Date, Location and Type of Administrative Proceedings:
December 17, 1982 Denver, Colorado
N.O.V. Settlement Conference

Current Status: Terminated
Actions Taken to Abate the Alleged Violation: All actions taken to abate N.O.V. 82-35 have been addressed in CYCC compliance letter dated November 17, 1982. CMLRD approved abatement actions on November 18, 1982 inspection.

Final Resolution of Alleged Violation:
CYCC paid assessed penalty of $5,000.00 to CMLRD for violations: 82-33, 82-34, and 82-35.

(7) Alleged Violation Identification: N.O.V. No. 83-2-6-2
Date of Issuance: June 9, 1983
Issuing Regulatory Authority: OSM
Brief Description of Alleged Violation: Excessive rills and gullies.
Date, Location and Type of Administrative Proceedings:

September 12, 1983 - Albuquerque, New Mexico - Assessment Conference on N.O.V. No. 83-2-6-2

Current Status: No penalty assessed, CTCC has requested review under Section 525 of the Surface Mining Control and Reclamation Act of 1977.

Actions Taken to Abate the Alleged Violation:
Regraded and reseeded alleged areas of violation.

Final Resolution of Alleged Violation:
Pending A.L.J. Hearing

(8) Alleged Violation Identification: N.O.V. 83-23

Date of Issuance: June 16, 1983

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation:
Topsoil stockpiled on unapproved area.

Date, Location and Type of Administrative Proceedings:

September 9, 1983 - Denver, Colorado - Assessment Conference

Current Status: Terminated

Actions Taken to Abate the Alleged Violation:
Receive authorization for topsoil stockpile
Final Resolution of Alleged Violation: CYCC paid assessed penalty of $650.00 to the CMLRD.

(9) Alleged Violation Identification: 83-41

Date of Issuance: September 20, 1983

Issuing Regulatory Authority: CMLRD

Brief Description of Alleged Violation: Failure to construct an approved sediment control system.

Date, Location and Type of Administrative Proceedings: October 25, 1983 - Denver, Colorado - Assessment Conference

Current Status: Terminated

Actions Taken to Abate the Alleged Violation: Constructed sediment control system

Final Resolution of Alleged Violation:

CYCC paid assessed penalty of $650.00 to the CMLRD

Rule 2.03.6 - Right of Entry and Operation Information

(1) Each application shall contain a description of the documents upon which the applicant bases his or her legal right to enter and begin surface coal mining operations in the permit area, and whether that right is the subject of pending litigation. The description shall identify 2.03-37
December 15, 1987

Mr. Rick Mills  
Colorado Yampa Coal Company  
29588 Routt County Road No. 27  
Oak Creek, CO 80467  

RE: Eckman Park No 1 and 2 - Permit No. C-81-071

Dear Mr. Mills:

Enclosed you will find two signed copies of the Colorado Yampa Coal Company Colorado Mined Land Reclamation Permit Document. An officer of your company needs to sign both copies and have them notarized. One original must be returned to the Division at the address below. The permit must be kept on file at the mine office.

The company should be aware that issuance of the permit renewal may initiate the time frames of enclosed stipulations to the permit. Stipulations are enclosed in Addendum A, if any were imposed upon the permit.

All other enclosed commitments are also in effect as of the permit issuance.

If you have any questions, please contact me.

Sincerely,

David A. Berry  
Reclamation Specialist  

Enclosure(s)

5927G
MINING PERMIT - COAL

Permit Date December 14, 1987  Permit No. C-81-071
Permit Expiration Date December 14, 1992

THIS PERMIT is issued by the Mined Land Reclamation Division, Department of Natural Resources, State of Colorado.

RECITALS

I. Colorado Yampa Coal Company ("operator") desires to conduct a mining operation known as Eckman Park No 1 & 2 for the purpose of extracting coal.

II. On December 14, 1987, the Mined Land Reclamation Division ("the Division") approved the operator's application for this permit, fixed the amount of bond and directed that this permit be issued upon the filing with the Division of bond in the amount so fixed in form and substance approved by the Division, and such bond has been so furnished.

III. On October 26, 1987, the Division made the following findings:

(a) The permit application is accurate and contains all information required under C.R.S., 34-33-101 et seq. and regulations promulgated thereunder and that all the requirements of Article 33 of Title 34, C.R.S. ("such article") for the issue of a permit have been complied with;

(b) The applicant has demonstrated that reclamation as required by such article can be accomplished under the reclamation plan contained in the permit application;

(c) The assessment of the probable cumulative impact of all anticipated mining in the area on the hydrologic balance specified in Section 34-33-110(2)(1) has been made by the Division and the proposed operation thereof has been designed to prevent material damage to the hydrologic balance outside the permit area;

(d) Granting the permit will not conflict with any designation decision issued pursuant to Section 522 of the Federal "Surface Mining Control and Reclamation Act of 1977", as amended, (P.L. 95-87), nor is the area proposed to be mined within an area under study for unsuitability designation in an administrative proceeding commenced pursuant to Section 34-33-126 or Section 522 of said P.L. 95-87.
Unless the proposed operation was an operation which produced coal in commercial quantities in the year preceding August 3, 1977 and at that time was located within or adjacent to alluvial valley floors, the proposed surface coal mining operations would:

(A) Not interrupt, discontinue, or preclude farming on alluvial valley floors that are irrigated or naturally subirrigated, excluding undeveloped range lands which are not significant to farming on said alluvial valley floors and those lands upon which the Board has found that the farming which will be interrupted, discontinued, or precluded is of such small acreage as to be of negligible impact on said land's agricultural production; or

(B) Not materially damage the quantity or quality of surface water or ground water systems that supply the alluvial valley floors described in sub-subparagraph (A) of this subparagraph (I).

(f) To the extent that the applicant proposes to extract coal by surface methods, and where the private mineral estate has been severed from the private surface estate, the applicant has submitted to the Division:

(I) The written consent of the surface owner to the extraction of coal by surface coal mining; or

(II) A conveyance that expressly grants or reserves the right to extract the coal by surface coal mining, or, if the conveyance does not expressly grant the right to extract coal by surface coal mining, other legal documentation supporting applicant's right of entry in accordance with State law. (Nothing in the permit shall be construed as an adjudication of any property right.)

(g) Subject to valid rights existing as of August 3, 1977, and with the further exception of those surface coal mining operations which were in existence on August 3, 1977, the application:

(I) Does not include any lands within the boundaries of units of the national park system, the national wildlife refuge systems, the national system of trails, the national wilderness preservation system, the wild and scenic rivers system, including study rivers designated under said act, and national recreation areas designated by act of the United States Congress;

(II) Does not include any federal lands within the boundaries of any national forest, except to the extent that the Secretary of the United States Department of Agriculture has found that there are no significant recreational, timber, economic, or other values which may be incompatible with such surface mining operations, and:

(A) Surface operations and impacts are incident to an underground coal mine; or

(B) Where the Secretary of the United States Department of Agriculture has determined, with respect to lands in national forests which do not have significant forest cover, that surface mining is in compliance with
the "Multiple-Use Sustained-Yield Act of 1960", as amended, the "Federal Coal Leasing Amendments Act of 1975", as amended, the "National Forest Management Act of 1976", as amended, and the provisions of Article 33 of Title 34, C.R.S.

(III) Will not adversely affect any publicly owned park or place included in the National Register of Historic Sites unless approved jointly by the Division and Federal, State, or local agency with jurisdiction over the park or the historic site;

(IV) Does not include lands within one hundred feet of the outside right-of-way line of any public road, except where mine access roads or haulage roads join such right-of-way line, except to the extent that the Division has permitted such roads to be relocated or the area affected to lie within one hundred feet of such road after public notice and opportunity for public hearing in the locality and a written finding has been made by the Division that the interest of the public and the landowners affected thereby will be protected; and

(V) Does not include lands within three hundred feet of any occupied dwelling, unless with the consent of the owner thereof, nor within three hundred feet of any public building or school, church, community, or institutional building or any public park, nor within one hundred feet of a cemetery.

(h) To the extent, if any, that the surface area proposed to be affected by the operation contains prime farmland and is not exempt from the special requirement of such article regarding reclamation of prime farmlands, the Division has, after consultation with the Secretary of the United States Department of Agriculture, and pursuant to regulations issued by the Secretary of the United States Department of the Interior with the concurrence of the Secretary of the United States Department of Agriculture, determined that the operator has the technological capability to restore such mined area, within a reasonable time, to equivalent or higher levels of yield as non-mined prime farmland in the surrounding area under equivalent levels of management and that the operator can meet the soil reconstruction standards in C.R.S., 34-33-120(2)(g).

IV. A copy of the operator's application, as amended and supplemented, has been approved by the Division and is by this reference incorporated herein.

GRANTS, CONDITIONS AND AGREEMENTS

A. The Division, in reliance upon the representations and promises made in such application, as amended and supplemented, and based upon the foregoing findings, hereby issues this permit to operator, to engage in the operations described in the application on the following lands lying in the County of Routt, State of Colorado:

See Attachment A
B. The term of this permit will expire on December 14, 1992.

C. This permit is issued subject to the following conditions and agreements:

1. Operator agrees to be bound by all lawful requirements of the Colorado Surface Coal Mining Reclamation Act (C.R.S. 34-33-101 et seq.) ("the Act"), all lawful rules and regulations thereunder, as amended from time to time, and all provisions of this permit.

2. If analyses of the mining and reclamation operation and the data collected through monitoring and experimentation by the operator or monitoring by the Division indicate in the judgment of the Division that the operation will not be able to comply with the requirements of the Act and lawful rules and regulations thereunder, operator hereby agrees to exercise its best efforts, after consulting with the Division, to modify the plans prospectively to correct such deficiencies. Such modifications may require technical revisions or amendments to the permit.

3. This permit may be revoked or suspended for non-compliance with the Act or lawful rules or regulations promulgated by the Board.

4. a. Operator hereby bargains, sells and conveys unto the State of Colorado the right to enter upon the lands above described and to accomplish thereon the reclamation of such lands as required by this permit and by applicable law.

b. Such right to enter shall be exercisable only if the Board or the Division shall have lawfully determined:

   i. that reclamation required by law to have been performed upon such lands has not been performed, and that

   ii. the bond or surety forfeiture proceedings described in the Act or similar provisions of subsequent laws, if any, have been initiated.

INCORPORATED EFFECTIVE: MAY 27 1998
c. Such right to enter shall be exercisable only within the period of time expiring twenty-one (21) years after the death of all the individuals whose names appear on this permit on the date of its issuance. Such right shall automatically expire when reclamation has been completed and sureties released.

d. Such right to enter is in addition to other lawful rights of the State to enter upon such lands.

5. The additional stipulations set forth in the attached rider, if any, are incorporated herein by reference.

/XX/ a) Rider is attached.

/__/ b) No rider is attached.

ACCEPTED AND AGREED:

By ___________________________ Title ___________________________

STATE OF Colorado )ss
COUNTY OF Routt

The foregoing instrument was acknowledged before me this 29th day of December, 1987 by George E. Vaida as Vice President of Colorado Yampa Coal Company, operator.

My Commission expires:

April 5, 1989

INCORPORATED EFFECTIVE: MAY 27, 1998
The following additional stipulations and conditions form an integral part of the foregoing permit:

Stipulation No. 01


Stipulation No. 02

NO LAND DISTURBING ACTIVITIES SHALL TAKE PLACE WITHIN 100 FEET OF THE TWO KNOWN GRAVES ON THE PERMIT AREA.

Stipulation No. 03

THE OPERATOR SHALL KEEP THE FENCE SURROUNDING THE FOIDEL CANYON SCHOOL IN GOOD REPAIR. NO LAND DISTURBING ACTIVITIES SHALL TAKE PLACE WITHIN THIS FENCED AREA AND THE OPERATOR SHALL ENSURE THAT THE TWO STRUCTURES ARE NOT VANDALIZED.

Stipulation No. 12

THE PERMITTEE WILL SUBMIT POND SIZING CALCULATIONS DOCUMENTING THE ADEQUACY OF POND D WITH RESPECT TO STORAGE CAPACITY AND OUTLET STRUCTURE DESIGN BY JULY 15, 1988. IF NECESSARY, THE SIZING CALCULATIONS WILL BE ACCOMPANIED BY THE TECHNICAL REVISION APPLICATION WHICH WILL CONTAIN APPROPRIATE DESIGN MODIFICATIONS.

Stipulation No. 13

AT LEAST 90 DAYS PRIOR TO INITIATION OF POND CONSTRUCTION, THE PERMITTEE WILL SUBMIT A TECHNICAL REVISION INCLUDING DESIGN INFORMATION FOR THE SIX PROPOSED STOCK PONDS, DEMONSTRATING COMPLIANCE WITH THE REQUIREMENTS OF THE RULE 4.05.9(1). POND CONSTRUCTION MAY NOT BEGIN UNTIL THE REVISION IS APPROVED.
Stipulation No. 14

WITHIN 60 DAYS OF ISSUANCE OF THE PERMIT RENEWAL, THE PERMITTEE WILL REVISE THE RILL AND GULLY STABILIZATION PLAN TO INCLUDE AN APPROPRIATE CALENDAR DEADLINE FOR COMPLETION OF ANY NECESSARY RILL AND GULLY STABILIZATION WORK. THE REVISED PLAN WILL ALSO PROPOSE SPECIFIC CRITERIA FOR DETERMINING WHEN REPAIR WORK ON ERODED SEGMENTS OF APPROVED PERMANENT GULLIES WOULD BE INITIATED.

ACCEPTED AND AGREED:
COLORADO DEPARTMENT OF NATURAL RESOURCES

MINED LAND RECLAMATION DIVISION

By Operator Title
Division Director

AG Alpha No. NR LR TYB
AG File No. PNR/3928/JD

5927G

INCORPORATED EFFECTIVE: MAY 27 1998
ATTACHMENT A

Eckman Park, Mine 1 and Mine 2 Legal Description 7,050 acres in Routt County, described as follows:

Township 4 North, Range 86 West
Portions of Sections 7, 8, 9, 16, 17, 18, 19 and 30

Township 4 North, Range 87 West
Portions of Sections 13, 24 and 25

Township 5 North, Range 86 West
Portions of Sections 19, 20, 28, 29, 30, 31, 32, 33 and 34

Township 5 North, Range 87 West
Portions of Sections 24, 25 and 36

5927G

INTEGRATED
EFFECTIVE:
MAY 27 1998

UTAH DIVISION OIL, GAS AND MINING
January 28, 1991

Mr. Richard A. Mills
Colorado Yampa Coal Co
29588 Routt County Road No. 27
Oak Creek, CO 80467

Re: Energy Mine No. 3 - Permit No. C-84-062

Dear Mr. Mills:

Enclosed you will find two signed copies of the Colorado Yampa Coal Co. Colorado Mined Land Reclamation Permit Document. An officer of your company must sign both copies and have them notarized. One original must be returned to the Division at the address below. The other original must be kept on file at the mine office.

If you have any questions, please contact me.

Sincerely,

[Signature]
David A. Berry
Reclamation Specialist

Enclosure(s)

CERTIFIED MAIL NO. P 427 452 737
Return Receipt Requested
0769G
PROPOSED DECISION for Approval of Permit Renewal

Pursuant to C.R.S. 34-33-109(7), the Colorado Mined Land Reclamation Division proposes to approve the renewal of a permit to conduct surface coal mining and reclamation operations at the Energy Mine No. 3.

This decision is based on a review of the complete and accurate application and the existing permit, including all conditions and revisions approved up to November 5, 1990. In accordance with C.R.S. 34-33-109(7)(a), the Division makes a determination of the absence of the following criteria which would warrant that the permit not be renewed:

1. The terms and conditions of the valid, existing permit are not being satisfactorily met;

2. The present surface coal mining and reclamation operation is not in compliance with all requirements of the Colorado Surface Coal Mining Reclamation Act, C.R.S.34-33-101 et seq., and the Regulations promulgated thereunder;

3. The renewal requested substantially jeopardized the permittee's continuing responsibility on existing permit areas;

4. The operator has not provided evidence that the performance bond in effect for the operation will continue in full force for the proposed period of renewal, as well as any additional bond required;

5. Any additional revised or updated information as required has not been provided.

Based on a preponderance of the evidence, the permit issued to Colorado Yampa Coal Company meets the requirements under the right of successive renewal.

The permit application will remain a binding part of the permit. Renewal of the permit will be for a term of five (5) years.

I conclude that there is no basis for denying the renewal

MINED LAND RECLAMATION DIVISION

DIRECTOR

gaw

DATE 2/6/91
PERMIT Date October 4, 1989	Permit No. C-84-062

PERMIT Expiration Date October 4, 1994

THIS PERMIT is issued by the Mined Land Reclamation Division, Department of Natural Resources, State of Colorado.

RECITALS

I. Colorado Yampa Coal Co. ("operator") desires to conduct a mining operation known as Energy Mine No. 3 for the purpose of extracting coal.

II. On February 2, 1991, the Mined Land Reclamation Division ("the Division") approved the operator's application for this permit, fixed the amount of bond and directed that this permit be issued upon the filing with the Division of bond in the amount so fixed in form and substance approved by the Division, and such bond has been so furnished.

III. On November 05, 1990, the Division made the following findings:

(a) The permit application is accurate and contains all information required under C.R.S., 34-33-101 et seq. and regulations promulgated thereunder and that all the requirements of Article 33 of Title 34, C.R.S. ("such article") for the issue of a permit have been complied with;

(b) The applicant has demonstrated that reclamation as required by such article can be accomplished under the reclamation plan contained in the permit application;

(c) The assessment of the probable cumulative impact of all anticipated mining in the area on the hydrologic balance specified in Section 34-33-110(2)(1) has been made by the Division and the proposed operation thereof has been designed to prevent material damage to the hydrologic balance outside the permit area;

(d) Granting the permit will not conflict with any designation decision issued pursuant to Section 522 of the Federal "Surface Mining Control and Reclamation Act of 1977", as amended, (P.L. 95-87), nor is the area proposed to be mined within an area under study for unsuitability designation in an administrative proceeding commenced pursuant to Section 34-33-126 or Section 522 of said P.L. 95-87.
(e) (I) Unless the proposed operation was an operation which produced coal in commercial quantities in the year preceding August 3, 1977 and at that time was located within or adjacent to alluvial valley floors, the proposed surface coal mining operations would:

(A) Not interrupt, discontinue, or preclude farming on alluvial valley floors that are irrigated or naturally subirrigated, excluding undeveloped range lands which are not significant to farming on said alluvial valley floors and those lands upon which the Board has found that the farming which will be interrupted, discontinued, or precluded is of such small acreage as to be of negligible impact on said land's agricultural production; or

(B) Not materially damage the quantity or quality of surface water or ground water systems that supply the alluvial valley floors described in sub-subparagraph (A) of this subparagraph (I).

(f) To the extent that the applicant proposes to extract coal by surface methods, and where the private mineral estate has been severed from the private surface estate, the applicant has submitted to the Division:

(I) The written consent of the surface owner to the extraction of coal by surface coal mining; or

(II) A conveyance that expressly grants or reserves the right to extract the coal by surface coal mining, or, if the conveyance does not expressly grant the right to extract coal by surface coal mining, other legal documentation supporting applicant's right of entry in accordance with State law. (Nothing in the permit shall be construed as an adjudication of any property right.)

(g) Subject to valid rights existing as of August 3, 1977, and with the further exception of those surface coal mining operations which were in existence on August 3, 1977, the application:

(I) Does not include any lands within the boundaries of units of the national park system, the national wildlife refuge systems, the national system of trails, the national wilderness preservation system, the wild and scenic rivers system, including study rivers designated under said act, and national recreation areas designated by act of the United States Congress;

(II) Does not include any federal lands within the boundaries of any national forest, except to the extent that the Secretary of the United States Department of Agriculture has found that there are no significant recreational, timber, economic, or other values which may be incompatible with such surface mining operations, and:

(A) Surface operations and impacts are incident to an underground coal mine; or
Where the Secretary of the United States Department of Agriculture has determined, with respect to lands in national forests which do not have significant forest cover, that surface mining is in compliance with the "Multiple-Use Sustained-Yield Act of 1960", as amended, the "Federal Coal Leasing Amendments Act of 1975", as amended, the "National Forest Management Act of 1976", as amended, and the provisions of Article 33 of Title 34, C.R.S.

(III) Will not adversely affect any publicly owned park or place included in the National Register of Historic Sites unless approved jointly by the Division and Federal, State, or local agency with jurisdiction over the park or the historic site;

(IV) Does not include lands within one hundred feet of the outside right-of-way line of any public road, except where mine access roads or haulage roads join such right-of-way line, except to the extent that the Division has permitted such roads to be relocated or the area affected to lie within one hundred feet of such road after public notice and opportunity for public hearing in the locality and a written finding has been made by the Division that the interest of the public and the landowners affected thereby will be protected; and

(V) Does not include lands within three hundred feet of any occupied dwelling, unless with the consent of the owner thereof, nor within three hundred feet of any public building or school, church, community, or institutional building or any public park, nor within one hundred feet of a cemetery.

(h) To the extent, if any, that the surface area proposed to be affected by the operation contains prime farmland and is not exempt from the special requirement of such article regarding reclamation of prime farmlands, the Division has, after consultation with the Secretary of the United States Department of Agriculture, and pursuant to regulations issued by the Secretary of the United States Department of the Interior with the concurrence of the Secretary of the United States Department of Agriculture, determined that the operator has the technological capability to restore such mined area, within a reasonable time, to equivalent or higher levels of yield as non-mined prime farmland in the surrounding area under equivalent levels of management and that the operator can meet the soil reconstruction standards in C.R.S., 34-33-120(2)(g).

IV. A copy of the operator's application, as amended and supplemented, has been approved by the Division and is by this reference incorporated herein.
A. The Division, in reliance upon the representations and promises made in such application, as amended and supplemented, and based upon the foregoing findings, hereby issues this permit to operator, to engage in the operations described in the application on the following lands lying in the County of Routt, State of Colorado:

Township 5 North, Range 86 West
- Sec. 1 SW1/4, S1/2 SW1/4 SE1/4
- Sec. 2 E1/2 SE1/4 SE1/4
- Sec. 12 W1/2 NE1/4, W1/2 E1/2 NE1/4, NE1/4 NW1/4, E1/2 SE1/4 NW1/4, E1/2 NW1/4 NW1/4, E1/2 NE1/4 SW1/4, SE1/4 SW1/4, SE1/4
- Sec. 13 E1/2, E1/2 NW1/4, E1/2 SW1/4
- Sec. 24 N1/2 NE1/4, NE1/4 NW1/4

Township 5 North, Range 85 West
- Sec. 18 W1/2 NW1/4 NW1/4, W1/2 SW1/4 NW1/4, SE1/4 SW1/4 NW1/4, W1/2 SW1/4, W1/2 NE1/4 SW1/4, W1/2 SE1/4 SW1/4
- Sec. 19 North 250 feet of the NW1/4 NW1/4

(Excepting a haul road from County Road 33 North to Tipple 3 and the disturbance permitted by Twentymile Coal Company under permit application No. C-81-036).

B. The term of this permit will expire on October 4, 1994.

C. This permit is issued subject to the following conditions and agreements:

1. Operator agrees to be bound by all lawful requirements of the Colorado Surface Coal Mining Reclamation Act (C.R.S. 34-33-101 et seq.) ("the Act"), all lawful rules and regulations thereunder, as amended from time to time, and all provisions of this permit.

2. If analyses of the mining and reclamation operation and the data collected through monitoring and experimentation by the operator or monitoring by the Division indicate in the judgment of the Division that the operation will not be able to comply with the requirements of the Act and lawful rules and regulations thereunder, operator hereby agrees to exercise its best efforts, after consulting with the Division, to modify the plans prospectively to correct such deficiencies. Such modifications may require technical revisions or amendments to the permit.

3. This permit may be revoked or suspended for non-compliance with the Act or lawful rules or regulations promulgated by the Board.
4. a. Operator hereby bargains, sells and conveys unto the State of Colorado the right to enter upon the lands above described and to accomplish thereon the reclamation of such lands as required by this permit and by applicable law.

b. Such right to enter shall be exercisable only if the Board or the Division shall have lawfully determined:

i. that reclamation required by law to have been performed upon such lands has not been performed, and that

ii. the bond or surety forfeiture proceedings described in the Act or similar provisions of subsequent laws, if any, have been initiated.

c. Such right to enter shall be exercisable only within the period of time expiring twenty-one (21) years after the death of all the individuals whose names appear on this permit on the date of its issuance. Such right shall automatically expire when reclamation has been completed and sureties released.

d. Such right to enter is in addition to other lawful rights of the State to enter upon such lands.

5. The additional stipulations set forth in the attached rider, if any, are incorporated herein by reference.

/X/ b) No rider is attached.

ACCEPTED AND AGREED:

By ________________________________
Operator

Title

STATE OF Colorado

COUNTY OF Routt

The foregoing instrument was acknowledged before me this 30th day of February, 1993, by Ronald W. Stuck as Vice President, Coal Company, operator.

Notary Public


0769G
June 17, 1988

Randall Price
Colorado Mined Land Reclamation Division
1313 Sherman Street, Room 215
Denver, CO 80203-2273

Dear Randy:

RE: Foidel Creek Mine Mining Permit C-82-056

Enclosed is the signed and notarized original permit document you had sent on 8 June 1988.

If you have any questions, please call me.

Sincerely,

Claire Semmer
Environmental Specialist

CES:dg

Enclosure
THE STATE OF COLORADO

DEPARTMENT OF NATURAL RESOURCES

MINED LAND RECLAMATION DIVISION

FRED R. BANTA, Director

MINING PERMIT - COAL

Permit Date: May 23, 1988
Permit No. C-82-056
Permit Expiration Date: May 23, 1993

THIS PERMIT is issued by the Mined Land Reclamation Division, Department of Natural Resources, State of Colorado.

RECITALS

I. Twentymile Coal Company ("operator") desires to conduct a mining operation known as Foidel Creek Mine for the purpose of extracting coal.

II. On April 22, 1988 the Mined Land Reclamation Division ("the Division") approved the operator's application for this permit, fixed the amount of bond and directed that this permit be issued upon the filing with the Division of bond in the amount so fixed in form and substance approved by the Division, and such bond has been so furnished.

III. On April 12, 1988, the Division made the following findings:

(a) The permit application is accurate and contains all information required under C.R.S., 34-33-101 et seq. and regulations promulgated thereunder and that all the requirements of Article 33 of Title 34, C.R.S. ("such article") for the issue of a permit have been complied with;

(b) The applicant has demonstrated that reclamation as required by such article can be accomplished under the reclamation plan contained in the permit application;

(c) The assessment of the probable cumulative impact of all anticipated mining in the area on the hydrologic balance specified in Section 34-33-110(2)(1) has been made by the Division and the proposed operation thereof has been designed to prevent material damage to the hydrologic balance outside the permit area;

(d) Granting the permit will not conflict with any designation decision issued pursuant to Section 522 of the Federal "Surface Mining Control and Reclamation Act of 1977", as amended, (P.L. 95-87), nor is the area proposed to be mined within an area under study for unsuitability designation in an administrative proceeding commenced pursuant to Section 34-33-126 or Section 522 of said P.L. 95-87.
Unless the proposed operation was an operation which produced coal in commercial quantities in the year preceding August 3, 1977 and at that time was located within or adjacent to alluvial valley floors, the proposed surface coal mining operations would:

(A) Not interrupt, discontinue, or preclude farming on alluvial valley floors that are irrigated or naturally subirrigated, excluding undeveloped range lands which are not significant to farming on said alluvial valley floors and those lands upon which the Board has found that the farming which will be interrupted, discontinued, or precluded is of such small acreage as to be of negligible impact on said land's agricultural production; or

(B) Not materially damage the quantity or quality of surface water or ground water systems that supply the alluvial valley floors described in sub-subparagraph (A) of this subparagraph (I).

(f) To the extent that the applicant proposes to extract coal by surface methods, and where the private mineral estate has been severed from the private surface estate, the applicant has submitted to the Division:

(I) The written consent of the surface owner to the extraction of coal by surface coal mining; or

(II) A conveyance that expressly grants or reserves the right to extract the coal by surface coal mining, or, if the conveyance does not expressly grant the right to extract coal by surface coal mining, other legal documentation supporting applicant's right of entry in accordance with State law. (Nothing in the permit shall be construed as an adjudication of any property right.)

(g) Subject to valid rights existing as of August 3, 1977, and with the further exception of those surface coal mining operations which were in existence on August 3, 1977, the application:

(I) Does not include any lands within the boundaries of units of the national park system, the national wildlife refuge systems, the national system of trails, the national wilderness preservation system, the wild and scenic rivers system, including study rivers designated under said act, and national recreation areas designated by act of the United States Congress;

(II) Does not include any federal lands within the boundaries of any national forest, except to the extent that the Secretary of the United States Department of Agriculture has found that there are no significant recreational, timber, economic, or other values which may be incompatible with such surface mining operations, and:

(A) Surface operations and impacts are incident to an underground coal mine; or

(B) Where the Secretary of the United States Department of Agriculture has determined, with respect to lands in national forests which do not have significant forest cover, that surface mining is in compliance with
B. The term of this permit will expire on May 23, 1993.

C. This permit is issued subject to the following conditions and agreements:

1. Operator agrees to be bound by all lawful requirements of the Colorado Surface Coal Mining Reclamation Act (C.R.S. 34-33-101 et seq.) ("the Act"), all lawful rules and regulations thereunder, as amended from time to time, and all provisions of this permit.

2. If analyses of the mining and reclamation operation and the data collected through monitoring and experimentation by the operator or monitoring by the Division indicate in the judgment of the Division that the operation will not be able to comply with the requirements of the Act and lawful rules and regulations thereunder, operator hereby agrees to exercise its best efforts, after consulting with the Division, to modify the plans prospectively to correct such deficiencies. Such modifications may require technical revisions or amendments to the permit.

3. This permit may be revoked or suspended for non-compliance with the Act or lawful rules or regulations promulgated by the Board.

4. a. Operator hereby bargains, sells and conveys unto the State of Colorado the right to enter upon the lands above described and to accomplish thereon the reclamation of such lands as required by this permit and by applicable law.

   b. Such right to enter shall be exercisable only if the Board or the Division shall have lawfully determined:

      i. that reclamation required by law to have been performed upon such lands has not been performed, and that

      ii. the bond or surety forfeiture proceedings described in the Act or similar provisions of subsequent laws, if any, have been initiated.

   c. Such right to enter shall be exercisable only within the period of time expiring twenty-one (21) years after the death of all the individuals whose names appear on this permit on the date of its issuance. Such right shall automatically expire when reclamation has been completed and sureties released.

   d. Such right to enter is in addition to other lawful rights of the State to enter upon such lands.

5. The additional stipulations set forth in the attached rider, if any, are incorporated herein by reference.

   /__/ a) Rider is attached.

   /XX/ b) No rider is attached.
the "Multiple-Use Sustained-Yield Act of 1960", as amended, the "Federal Coal Leasing Amendments Act of 1975", as amended, the "National Forest Management Act of 1976", as amended, and the provisions of Article 33 of Title 34, C.R.S.

(III) Will not adversely affect any publicly owned park or place included in the National Register of Historic Sites unless approved jointly by the Division and Federal, State, or local agency with jurisdiction over the park or the historic site;

(IV) Does not include lands within one hundred feet of the outside right-of-way line of any public road, except where mine access roads or haulage roads join such right-of-way line, except to the extent that the Division has permitted such roads to be relocated or the area affected to lie within one hundred feet of such road after public notice and opportunity for public hearing in the locality and a written finding has been made by the Division that the interest of the public and the landowners affected thereby will be protected; and

(V) Does not include lands within three hundred feet of any occupied dwelling, unless with the consent of the owner thereof, nor within three hundred feet of any public building or school, church, community, or institutional building or any public park, nor within one hundred feet of a cemetery.

(h) To the extent, if any, that the surface area proposed to be affected by the operation contains prime farmland and is not exempt from the special requirement of such article regarding reclamation of prime farmlands, the Division has, after consultation with the Secretary of the United States Department of Agriculture, and pursuant to regulations issued by the Secretary of the United States Department of the Interior with the concurrence of the Secretary of the United States Department of Agriculture, determined that the operator has the technological capability to restore such mined area, within a reasonable time, to equivalent or higher levels of yield as non-mined prime farmland in the surrounding area under equivalent levels of management and that the operator can meet the soil reconstruction standards in C.R.S., 34-33-120(2)(g).

IV. A copy of the operator's application, as amended and supplemented, has been approved by the Division and is by this reference incorporated herein.

GRANTS, CONDITIONS AND AGREEMENTS

A. The Division, in reliance upon the representations and promises made in such application, as amended and supplemented, and based upon the foregoing findings, hereby issues this permit to operator, to engage in the operations described in the application on the following lands lying in the County of Routt, State of Colorado:

In part of 6th Principal Meridian, T6N, R86W, Section 32, 33; T5N, R87W Sections 23, 24, 25, 26, 27, 34, 35, 36; T5N, R86W, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, 34; T4N, R86W, Section 10.
ACCEPTED AND AGREED:

MINED LAND RECLAMATION DIVISION
COLORADO DEPARTMENT OF
NATURAL RESOURCES

By
Operator
Title
Division Director

STATE OF Colorado
COUNTY OF

The foregoing instrument was acknowledged before me this 13th day of
June, 1988 by: Ken O. Vyas, as Vice-President of
Gray Company, operator.

NOTARY PUBLIC

7937G

INcorporated
Effective:

MAY 27 1988
Utah Division Oil, Gas and Mining
TO:    Ben Grimes
FROM:  Karl Koehler
DATE:  August 27, 1991

RE: Request for Legal Information - Permit Renewal and Addition to of New Federal Coal Lease

112.320  Cyprus Orchard Valley Coal Corporation
112.400  Permit No. C-81-038 (current permit)
         Colorado Mined Land Reclamation Division
113.100  N/A
113.200  N/A
113.300  NOV C-89-018 issued 6/20/89 by CMLRD for "Failure to submit designs for diversion ditches." Designs were submitted on August 8, 1989 in the form of technical revision 9 which was subsequently approved 9/13/89. An assessment conference was held on 8/31/89. A proposed settlement agreement fixing the amount of penalty at $350.00 was signed on 9/7/89 and the penalty was subsequently paid.

NOV C-90-008 issued 2/16/90 by CMLRD for "Failure to comply with provisions of permit. Specifically failure to implement the repair of the west portal cut failure in accordance with approved minor revision 62." The violation was terminated on 5/24/90 with the completion of the necessary repair work. An assessment conference was held on 3/23/90. A proposed settlement agreement fixing the amount of civil penalty at $800.00 was signed on 4/24/90 and the penalty was subsequently paid.

NOV C-90-047 issued 10/18/90 by CMLRD for "Failure to maintain haulroad culverts to have adequate drainage." All culverts were cleared of obstructions by 10/18/90. An assessment conference was held on 2/5/91. A proposed settlement agreement fixing the amount of civil penalty at $300.00 was signed 2/25/91 and the penalty was subsequently paid.
NOV C-90-048 issued 10/18/90 by CMLRD for "Failure to protect stockpiled and redistributed topsoil from wind and water erosion." Rill repairs along with seeding and mulching operations were completed by 10/31/90. An assessment conference was held on 2/5/91 to contest the facts of the violation. Seeding and mulching requirements were found to be met but a drainage control problem was found to have existed. A proposed settlement agreement fixing the amount of civil penalty at $550.00 was signed 2/25/91 and the penalty was subsequently paid.

NOV C-91-004 issued 5/15/91 by CMLRD for "Failure to stabilize soil materials from wind and water erosion." A "plant growth medium" stockpile established 7/90 was found to be unseeded as of 5/15/91. The minor revision establishing the pile called for stabilization via seeding. The pile was seeded and the NOV was terminated on 5/15/91 prior to completion of the inspection. The civil penalty was fixed at $500.00 and subsequently paid without protest.

Ben, I hope this summarization meets your needs. Please contact me if you require further information.

[Signature]
DATE: August 13, 1991
TO: Ben Grimes
FROM: Terrell K. Johnson
RE: Information Requested for Plateau Permit Renewal & New Coal Lease

Cyprus Empire Corporation (CEC) formerly Empire Energy Corporation has operated under Colorado Mined Land Reclamation Division (CMLRD) Permit #C-81-044 during the past 5 years.

CEC 3 year Notice of Violation (N.O.V.) History is as follows:

N.O.V.’s C-90-020, 021, 022, 023 and 024 were issued on 5/24/90 by CMLRD. C-90-020 was issued for failure to prevent excessive erosion in spoil. Abatement was completed on 5/31/90 and consisted of repairing gullies. Termination Notice for this N.O.V. was issued 6/12/90. An Assessment Conference was held on 8/9/90 which resulted in an assessed penalty of $150.00 which was paid by CEC.

C-90-021 was issued for failure to prevent combustion in a refuse disposal area. Abatement was completed 5/24/90 and consisted of extinguishing smoldering coal. Termination Notice for this N.O.V. was issued 5/25/90. An Assessment Conference was held on 8/9/90 which resulted in vacation of N.O.V. issued 10/29/90 by CMLRD.

C-90-022 was issued for failure to pass all surface drainage from the disturbed area through a treatment facility. Abatement was completed 5/31/90 and consisted of extending a ditch and constructing a berm. Termination Notice was issued 6/12/90. An Assessment Conference was held 8/9/90 which resulted in an assessed penalty of $150.00 which was paid by CEC.

C-90-023 was issued for failure to maintain adequate drainage for an access road due to a partially filled culvert. Abatement was completed 5/31/90 and consisted of cleaning the culvert. Termination Notice was issued 6/12/90. An Assessment Conference was held on 8/9/90 which resulted in vacation of N.O.V. issued 10/29/90 by CMLRD.

C-90-024 was issued for failure to maintain a containment berm. Abatement was completed 5/31/90 and consisted of repairing berm. Termination Notice was issued 6/12/90. An Assessment Conference was held on 8/9/90 which resulted in vacation of N.O.V. issued 10/29/90 by CMLRD.
## Notices of Violation

**Cyprus Shoshone Coal Corporation**

**Permit No. 477-T2**

<table>
<thead>
<tr>
<th>NOTICE OF VIOLATION NUMBER</th>
<th>DATE ISSUED</th>
<th>ISSUING REG. AUTHORITY</th>
<th>NATURE OF VIOLATION</th>
<th>CURRENT STATUS</th>
<th>ACTIONS TAKEN TO ABATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>100877</td>
<td>5/25/88</td>
<td>Wyoming DEQ/LQD</td>
<td>Failure to protect top soiled area from erosion</td>
<td>Abated 6/24/88</td>
<td>—</td>
</tr>
</tbody>
</table>
## Exhibit 113.300a
### Status of Violations

<table>
<thead>
<tr>
<th>Violation Number</th>
<th>Regulation</th>
<th>Violation</th>
<th>Agency</th>
<th>Date Of Notice</th>
<th>Date Of Termination</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>N89-26-17-1</td>
<td>UMC 817.83 &amp; UMC 771.19</td>
<td>Failure to slope and regrade Ditches #16 and #76. Failure to install silt fences in Ditch #8.</td>
<td>Division</td>
<td>5/18/89</td>
<td>5/31/89</td>
<td>Regraded ditches and installed silt fences.</td>
</tr>
<tr>
<td>N89-26-17-1</td>
<td>1 of 2 UMC 817.42(a)(1)&amp;(a)(2)</td>
<td>Failure to pass undisturbed drainage through sediment pond or get exemption.</td>
<td>Division</td>
<td>12/13/89</td>
<td>2/23/90</td>
<td>Submitted info. on alternative sediment control areas and installed straw bales.</td>
</tr>
<tr>
<td>N89-26-22-2</td>
<td>2 of 2 UMC 817.45(iii)&amp;(e)</td>
<td>Failure to minimize erosion on unprotected out slopes.</td>
<td>Division</td>
<td>12/13/89</td>
<td>1/29/90</td>
<td>Installed berm and filled erosion.</td>
</tr>
<tr>
<td>N91-25-1-3</td>
<td>1 of 3 40-10-172(e) R614-301-234.230</td>
<td>Failure to protect top soil storage pile from water and wind erosion.</td>
<td>Division</td>
<td>3/7/91</td>
<td>3/21/91</td>
<td>Repaired erosion.</td>
</tr>
<tr>
<td>N91-25-1-3</td>
<td>2 of 3 R614-301-742.312</td>
<td>Failure to maintain diversions and associated culverts.</td>
<td>Division</td>
<td>3/7/91</td>
<td>3/21/91</td>
<td>Cleaned culverts</td>
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<tr>
<td>N91-25-1-3</td>
<td>3 of 3 R614-301-512.240</td>
<td>Failure to construct sediment ponds 1,3,4,5,6,7,8 as approved. Trash racks and anti-vortex devices not installed.</td>
<td>Division</td>
<td>3/7/91</td>
<td>3/21/91</td>
<td>Plans clarified. Pond 8 included by mistake. No modifications required.</td>
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<tr>
<td>N93-26-1-1</td>
<td></td>
<td>Failure to maintain diversion in ditches; culvert; headwall.</td>
<td>Division</td>
<td>3/25/93</td>
<td>4/29/93</td>
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<tr>
<td>N93-25-4-1</td>
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<td>Failure to conduct operations according to plan (Ditch 748).</td>
<td>Division</td>
<td>7/28/93</td>
<td>8/25/93</td>
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<td>N93-26-2-1</td>
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<td>Failure to maintain diversions.</td>
<td>Division</td>
<td>8/30/93</td>
<td>9/27/93</td>
<td>Cleaned diversions.</td>
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<tr>
<td>Violation Number</td>
<td>Regulation</td>
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<td>Agency</td>
<td>Date Of Notice</td>
<td>Date Of Termination</td>
<td>Status</td>
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<tr>
<td>N94-26-3-1</td>
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<td>Failure to inspect and/or maintain required records of impoundment inspections at the mine office.</td>
<td>Division</td>
<td>9/16/94</td>
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<td>N95-26-4-1</td>
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<td>Failure to maintain siltation structure.</td>
<td>Division</td>
<td>12/20/95</td>
<td>12/22/95</td>
<td>Cleaned Sediment Trap.</td>
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</tbody>
</table>
INTRODUCTION

The Star Point Mine is located on Gentry Mountain approximately 23 miles southwest of Price, Utah on the east side of the Wasatch Plateau Coal Field. The Star Point Mine permit area is 8820.86 acres of which 93.77 acres (Maps 542.200a, 542.200b, 542.200c, 542.200g and 542.200h) are within the disturbed (bonded) area boundary. A performance bond in the amount of $7,796,000 is held to ensure that reclamation is accomplished. The Permit expires on January 27, 2007.

Mining operations began in 1916 when the Wattis Brothers and Mr. Browning bought 160 acres from the United States and developed the property for coal production. The Lion Coal Company operated Wattis No. 1 and 2 mines until the end of 1963. There were no coal mining activities from 1964 through 1967. Plateau Mining, Ltd. Operated the Star Point No. 1 mine in the Hiawatha Coal Seam, which was not mined by Lion Coal Company, and the Star Point No. 2 Mine in the Wattis Coal Seam, previously known as the Wattis No. 1 Mine, from 1967 through the fall of 1971. United Nuclear Corporation acquired the Star Point Mines in the fall of 1971. Modernization of the coal mine started when the Lion Deck portal area was expanded in October 1977. United Nuclear Corporation operated the mine until July 1980. Plateau Mining Corporation (PMC) operated the Star Point Mine until February 2000. The current permittee is Plateau Mining Corporation, a subsidiary of RAG American Coal Holding, Inc., changed from Cyprus Plateau Mining Corporation in 1999. Historically, the Star Point No. 2 Mine developed coal resources in the Hiawatha, Third, and Wattis seams by the room and pillar, and longwall mining methods with an annual production of 1 to 3 million tons.

Following the permanent cessation of operations in the spring of 2000, PMC began reclamation activities. Reclamation in 2000 dealt with: the demolition of the overland conveyor system and preparation plant; the removal of equipment and machinery from underground; the demolition, backfilling and grading, and reseeding of the Corner Canyon (0.44 acres) and Mudwater Canyon (1.10 acres) Fan sites; and the sealing of the portals at the Lion Deck. As a footnote to the backfilling and grading activities at the remote fan sites, PMC earned a 2001 Earth Day Award for outstanding results following applications of innovative environmental technology for backfilling remote locations from within the mine (outside-in).

Reclamation activities continued in 2001 with further demolition, backfilling and grading, and reseeding activities on approximately 45.0 acres, which include the following: 1) No. 1 Mine Area encompassing 35.0 acres; and 2) Unit Train Loadout and Silo area encompassing 10.0 acres.
During 2002, demolition, backfilling and grading, and revegetation operations were performed on approximately 47.0 acres. The reclaimed acres are as follows: 1) 24.5 acres associated with the Lions Deck and Pond 1 Areas; and 2) 22.5 acres associated with the Overland Conveyor and Main Channel Areas.

In 2003, reclamation related activities were completed with the abandonment of water monitoring wells, boreholes, and minor backfilling and/or fencing of subsidence cracks. During this year, PMC demonstrated that subsidence has substantially ceased and through the permit amendment process received approval from DOGM to discontinue further subsidence monitoring.

The Star Point Refuse pile and associated topsoil stockpile areas were removed from Permit C/007/006 in November 2003, and permitted by Sunnyside Cogeneration Associates under a new Permit C/007/042 for use as a fuel source for their power generating facility.

All demolition, backfilling and grading, and revegetation activities have been completed at the Star Point Mine.

**RECLAMATION PRACTICES**

**BACKFILLING AND GRADING**

The coal regulatory program requires that mined lands be returned to Approximate Original Contour (AOC) to provide for the restoration of the affected area to a condition which is at least, fully capable of supporting the pre-mining land use. A finding that AOC has been achieved means that; the permittee has demonstrated a basis for approval of the designs presented in the Mining and Reclamation Plan, the Division has evaluated and documented its approval of the designs in a Technical Analysis and, that upon implementation and completion of the backfilling and grading and other techniques required to achieve AOC, all performance standards required by reclamation are achieved. The requirements for AOC cannot be found in any one portion of the regulations, but are a compilation of performance standards which pertain to backfilling and grading, revegetation, land use, and protection of the hydrologic resources.

Prior to backfilling and grading the disturbed area, with the exception of the remote fan sites, the entire area was flown in 2001 in order to generate a pre-reclamation topography. Following the reclamation work completed in 2002, the entire site was flown again in the summer of 2003 in order to generate the as-built topography.

Maps 542.200a, 542.200b, and 542.200c reflect this new as-built topography which meets the requirements for AOC. Considering the reclamation challenges pre-SMCRA and steep-slope mine sites present, the permittee overcame the challenges and believes it met or exceeded expectations. In addition to supporting the postmining land use of wildlife habitat and grazing,
PMC also performed reclamation to support the industrial land use for oil and gas exploration, development and conveyance. The industrial postmining land use was achieved and Phase III bond release for the area was approved in December 2003.

The topography within the disturbed area is at 2-foot contours and reclamation cross-sections presented on Maps 542.200d1, 542.200d2, 542.200d3, 542.200e1, 542.200e2, 542.200f, 542.200g, and 542.200h depict the operational, approved, and as-built topography with Map 761d presenting the as-built channel cross-sections.

**Lion Deck**

Since the mine is an underground mine, little if any spoil was generated; therefore, spoil material was not available for backfilling of the pre-SMCRA highwall and other cutslopes at the Lion Deck, so PMC utilized coal processing waste as the backfilling media. Approximately 113,532 cubic yards of coal waste was hauled from the main channel area and placed on the Lion Deck. Following the placement and grading of the coal waste, approximately 54,502 cubic yards of the side-cast material, making up a portion of the made-lands, was mined in benches and used to cover the coal waste with a thickness of 4-feet. In addition to the 54,502 cubic yards used to cover the coal waste, an additional 14,700 cubic yards was used to fill the stope hole for a total cut of 69,202 cubic yards.

Table 542.200a (Exhibit A), and in Section 500, of the mining and reclamation plan reflects the as-built cut and fill balance. The areas that received coal waste and the areas where the growth media was removed are shown on Maps 542.200a, 542.200b, 542.00al, 542.200a2, and 542.200a3.

Complete elimination of the pre-SMCRA highwall was not possible due to the Gentry Mountain Road (County Road 290). For long term stability purposes the county road had to be constructed on a stable surface (cut versus fill). Therefore, the road was relocated off of the side-cast fill slope and moved inward towards the highwall; thereby, reducing the amount of highwall and cutslopes that can backfilled and achieve the 1.3 static safety factor.

The only way to place fill material higher on the highwall is to increase the slope angle or move the road to a less stable surface. Slope stability information is presented in Section 542.200 of the mining and reclamation plan. To avoid shallow surface failures and minimize erosion the slope angle should average 2H:1V. Since the slope will be concave, the upper section of the backfill could be increased to 1.8H:1V.

When looking at the as-built reclamation cross-section E-E', there remains 3-5 feet more of a pre-SMCRA highwall than anticipated at the Lion Deck. The approved reclamation plan showed approximately 50 feet of the pre-SMCRA highwall being eliminated, but during the backfilling and grading activities, 45-47 feet of the pre-SMCRA highwall was eliminated. Complete elimination of the pre-SMCRA highwall is due to County Road 290 that traverses across the
Lion Deck and in-front of this highwall. To allow unrestricted access by the public and private property owners to Gentry Mountain, County Road 290 had to be reconstructed to facilitate the postmining land use.

The Division’s letter dated March 19, 2004 (Exhibit A), further clarifies issues regarding highwall remnant retention.

All portals on the Lion Deck were sealed in accordance with the approved plan. The attached (Exhibit B) final closure Map titled “Star Point No. 2 Mine Lion Wattis Seam” was submitted to MSHA in 2001. This map shows the Lion Deck portals sealed in December 2000. Final Closure Maps were submitted to MSHA in January 2001 with a complete set sent to DOGM on February 9, 2001 (Exhibit B).

A letter from MSHA to OSM (Exhibit B), dated January 26, 2001, discusses the final mine maps and request to enter the maps into the Mine Map Repository.

**Unit Train Loadout Area**

The unit train loadout area once facilitated a 200-foot tall by 90-foot wide 10,000-ton concrete silo and associated conveyors and transfer structures. The concrete silo was razed by Ms. Ruth Anderson (Salt Lake Seismic Services) through the use of explosives in accordance with an approved blasting plan. Prior to razing of the silo, a trench was dug immediately adjacent to the silo for it to fall in to and the area be reclaimed back to a pad for Utah Railway. The silo was razed in September 2001.

Following the razing of the silo backfilling and grading activities commenced on the area supporting the conveyor and transfer structures. The re-contoured area is shown on Map 542.200c.

The main reason for the difference between the approved reclamation design and the as-built reclamation is the limitations caused by only having 10' contours when the reclamation plan was developed. The 10' contours did not define the channel alignments correctly and the cutslopes were not well defined. As a result, the approved reclamation design showed some undisturbed areas being disturbed as part of reclamation and some disturbed areas not being reclaimed at all.

During reclamation construction, cutslopes were covered to the extent possible without cutting into or covering undisturbed areas. Cross-section H-3 to H-3' is very different from the approved plan because the cutslope was covered over 10' higher than the approved design shows. To accomplish this, the shape of the area was modified from the design. The reclaimed area slopes towards channel SPRD-35 more than shown on the approved plan. The cross-section parallels the slope on the actual reclaimed surface while it ran nearly perpendicular to the slope on the approved reclamation plan. Thus, it appears that less of the cutslope was reclaimed when in actuality more of the cutslope was covered and just the shape of the reclaimed surface was changed.

The approved design and actual reclamation in the vicinity of cross-section I-3 to I-3' is different because the reclamation design has part of the undisturbed drainage being filled-in to move the channel to the east.
As mentioned above, undisturbed areas were left alone as much as possible during reclamation. Thus, the cross-sections of the reclamation design and actual reclamation surface are different.

In the approved reclamation plan SPRD-36B was to be constructed on an extremely small watershed while no channel was to be built on an adjacent larger watershed. During construction, it was determined that a constructed channel would be far more beneficial on the larger watershed. Thus, SPRD-36b in the approved reclamation plan was moved and referred to as SPRD-35a on the as-built maps.

Channel SPRD-37 in the approved reclamation plan was not built because it was unnecessary and would not provide a benefit. Due to the Mancos Shale in this drainage the sediment load in the runoff is very high. The nearly flat slope of the proposed SPRD-37 would result in the constructed channel filling in with sediment not long after being built.

After filling, the channel with sediment the runoff would then find its own course. Knowing this it was determined that it would be more natural to place large rocks at the bottom of the three tributary drainages to dissipate energy and then spread the runoff over the reclaimed area. This would allow nature to find its own course and provide extra water to the reclaimed area to promote vegetation growth. Since the runoff will be depositing sediment as it slows down, the path taken by the runoff will be constantly changing. Whether a channel was built or not this would eventually occur. Therefore, it was decided to let nature have its way from the beginning instead of waiting a few years for nature to fill in the channel.

**No. 1 Mine Road Area**

The material used as backfill and topsoil for this pre-SMCRA area came from the side-cast material used during the road and made-land construction and from the embankment of sediment pond 3. A soil investigation of the material was performed in 1997 and is further discussed in Section 240 of the mining and reclamation plan.

This area is shown on Maps 542.200a, 542.200b and 542.200c. Portal sealing of the No.1 Mine reclamation area is presented on the Maps titled “Star Point No. 1 Mine” and “Star Point No. 2 Mine Wattis Seam” in Exhibit B.

**Lower Facilities and Main Channel Area**

Within this area (Map 542.200c), the pre-SMCRA coal waste that once filled the main channel was removed and either used as backfill material on the Lion Deck or placed on the refuse pile. Approximately 113,532 cubic yards was hauled and placed on the Lion Deck and approximately 209,773 cubic yards was placed on the refuse pile.

In the area where the preparation plant once stood, the Permittee reclaimed the land to facilitate the industrial postmining land use for oil and gas exploration and development. The industrial land use was achieved by Phillips/Conoco and the affected area received Phase III bond release in December 2003. This area is shown on Map 542.200c.
With respect to the refuse pile and substitute topsoil stockpile, it was acquired by Sunnyside Cogeneration Associates and is now permitted under C/007/042, effective November 2003. The coal processing waste stored in the refuse pile is used as a fuel source for the power generating facility located in East Carbon, Utah. The areas under permit C/007/042 are shown on Map 542.200c.

The Star Point Mine Permit discusses the bifurcation of the refuse pile from Permit C/007/006 to Permit C/007/042 and the industrial postmining land use for Phillips/Conoco. All warranty deeds, surface use, purchase, and lease agreements are presented in the Star Point mining and reclamation plan.

**Corner Canyon and Mudwater Canyon Fan Sites**

The reclamation work at the Corner Canyon (Map 542.200h) and Mudwater Canyon (Map 542.200g) fan portals and associated ventilation portals was very challenging and required the use of an innovative picket fence technique for which the Permittee received an Earth Day Award in 2001. The reclamation was done from the outside working back into the mine (outside-in versus inside-out). Like a gopher trying to backfill its hole as it goes back into its hole.

There are no roads to the site and all equipment had to be transported through the mine. To accomplish the difficult task of backfilling steep highwalls and cuts, PMC utilized an innovative method of constructing a log “picket fence” supported by cables. Using small conveyors and equipment, soil was piled behind the log fence. When the cables were released, the fence and soil fell, covering the disturbed area. The final results were slopes that closely match the surrounding area.

Some of the pre-SMCRA highwall remnants remain due to the lack of available spoil and other backfilling material. As stated above, there are no roads into this area which limited the type of equipment that could be used. The backfilling and grading was done with mine-scoops, a D-3 dozer, and a small conveyor belt and hopper.

At the Corner Canyon site, cut material was stored in the return following the construction of the site. During the backfilling and grading, this material was removed from the mine and placed against the highwalls and cutslopes. During the construction of the site, approximately 200 cubic yards of topsoil was salvaged and hauled through the mine and placed at the topsoil stockpile across from the refuse pile. When it came time to redistribute this soil material it had to be hauled up to the Lion Deck portal and then hauled through the mine in scoops to Corner Canyon and redistributed.

At the pre-SMCRA Mudwater Canyon site, most of the backfill and growth media had to come from the pad area (made-land). The material available for backfilling purposes was limited.
because much of the fill material was lost during construction. This is the main reason why remnants of the highwalls remain. PMC did however, utilize some clean underground development waste stored in the mine for use as backfill to augment the available fill material to eliminate as much of the highwall as possible.

The Division’s letter dated March 19, 2004 (Exhibit A), further clarifies issues regarding highwall remnant retention.

Portal sealing of the Corner Canyon and Mudwater Canyon portals are presented on the Maps titled “Star Point No. 2 Mine 2nd West Mains Wattis Seam” and “Star Point No. 2 Mine Main West Middle Seam”, respectively, in Exhibit B.

**Roads**

The only road that remained to support the postmining land uses is County Road 290 (Gentry Mountain Road). The roads that once supported the mining operation have been reclaimed, transferred to Sunnyside Cogeneration Associates, or retained to support the postmining land uses. This is shown on the Table 534.200a (Exhibit A) and discussed in Section 542.600 of the mining and reclamation plan.

The section of the oiled (asphalted) county road that required some minor rehabilitation work was inspected by the County Engineer and his approval of the work in presented in Exhibit A.

**TOPSOIL/GROWTH MEDIA RESOURCES**

Due to the majority of the surface disturbance being pre-SMCRA, topsoil resources were not salvaged for redistribution during reclamation. With the lack of topsoil resources, suitable growth media was identified and used for reclamation purposes. Much of the growth media was generated from the side-cast material placed during the construction of access roads, building pads, pond embankments, parking lots, and other made lands.

The actual placement of the growth media/topsoil resources occurred concurrently with the backfilling and grading activities. Soil resources are distributed onto the graded areas as soon as possible and prepared for reseeding. Once the appropriate depth of soil cover is applied, approximately 2 tons per acre on certified noxious weed free hay is spread and mixed into the soil resource. After the seed is distributed, an additional 1.5 tons per acre of certified noxious weed free straw is spread over the area and then tacked together with approximately 500 pounds per acre of tackifier and hydrolmulch.

During the incorporation of the hay into the soil, deep gouges (approximately 18” to 24” deep) are created by the track-hoe equipment for the purpose of, but not limited too: controlling sediment
and erosion, harvesting precipitation, entrapment of seed, and creating micro-climates that will enhance the opportunity for revegetation success.

The only nutrients added to the soil resources are the organic material associated with the hay and straw. No fertilizers were used during reclamation. It has been PMC’s experience that fertilizer is not necessary and only encourages the growth of annual weeds that compete against the native species for nutrients and water.

It should be noted however, that no further roughening of the fill material, other than that already created by the dozers and track-hoes, and that performed during the deep gouging process, was performed prior to the placement of growth media. The deep gouging technique typically provides for the roughening of the fill and soil interface.

More information regarding the soil resources can be found in Section 200 of the Star Point Mine Permit.

REVEGETATION

Once the backfilling and grading activities were completed for each respective area, the soils were prepared for seeding by incorporating 2 tons/acre of certified noxious weed free hay into the soil and the establishing of deep gouges for sediment treatment and water harvesting purposes. Shortly after the soil was prepared, seeding was performed and approximately 1.5 tons/acre of certified noxious weed free straw was scattered over the reseeded areas, followed by approximately 500 pounds/acre of hydromulch and tackifier. The main purpose of the hydromulch and tackifier is to bind the straw together whereby a semblance of a mat is created to keep the straw in place and provide further erosion control.

More information regarding biology and vegetation can be found in Section 300 of the Star Point Mine Permit. Copies of the seed mixes used and seedlings transplanted are provided in the 2000, 2001, and 2002 annual reports when the reclamation reseeding was performed.

HYDROLOGY

Reclamation channels were constructed to meet or exceed the minimum design criteria set forth in Utah’s R645 Coal rules. The design and as-built of the reclamation channels is presented in Appendix 761c in Section 700 of the Star Point Mine Permit. Information presented in Appendix 761c demonstrates that the constructed reclamation channels can handle the peak flow generated by the 10-year, 6-hour design storm and for the 100-year, 6-hour design storm for the main channel (SPRD-31).
As-built reclamation watersheds and diversions are presented on Maps 761a, 761b, and 761c. As-built reclamation channel cross-sections are presented on Map 761d.

**BOND RELEASE**

Plateau Mining Corporation (PMC) is requesting a 60% reduction in its bond in accordance with R645-301-880.310. At the completion of Phase I, after the operator completes the backfilling and regarding (which may include the replacement of topsoil) and drainage control of a bonded area in accordance with the approved reclamation plan, 60 percent of the bond can be released.

Therefore, PMC is requesting a 60% reduction to its $7,796,000 bond. The reduction by $4,678,000 (rounded to nearest $1,000) will leave a $3,118,000 bond.

Based on the provided as-built topography and drainage control, PMC has adequately demonstrated that it has met or exceeded the approved backfilling and grading plan. This can be easily confirmed when observing Maps 521.200d1, 542.200d2, 542.200d3, 542.200e1, 542.200e2, 542.200f, 542.200g, and 542.200h. The cross-sections depict the approved design topography and the as-built topography for ease of comparison.

Furthermore, all topsoil and/or other substitute growth media has been placed, prepared, and seeded. The reclamation of the Star Point Mine achieved the approved plan and facilitates the permitted multiple land uses.
EXHIBIT A

 TABLES AND CORRESPONDENCE
### TABLE 542.200a
AS-BUILT CUT and FILL BALANCE\(^{(a)}\)

<table>
<thead>
<tr>
<th>Area</th>
<th>Cut Quantity (yd(^3))</th>
<th>Fill Quantity (yd(^3))</th>
<th>Difference (yd(^3))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lion Deck</td>
<td>69,202</td>
<td>182,734</td>
<td>+113,532</td>
</tr>
<tr>
<td>Pond 1</td>
<td>29,906</td>
<td>24,075</td>
<td>-5,831</td>
</tr>
<tr>
<td>Pond 2</td>
<td>14,656</td>
<td>14,415</td>
<td>-241</td>
</tr>
<tr>
<td>Main channel and lower facilities</td>
<td>419,764</td>
<td>96,459</td>
<td>-323,305(^{(b)})</td>
</tr>
<tr>
<td>Refuse pile (^{(1)})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 1 and 2 Mine roads</td>
<td>32,801</td>
<td>31,557</td>
<td>-1,244</td>
</tr>
<tr>
<td>No. 1 Mine</td>
<td>54,864</td>
<td>57,352</td>
<td>+2,488</td>
</tr>
<tr>
<td>No. 2 Mine</td>
<td>1,137</td>
<td>1,780</td>
<td>+643</td>
</tr>
<tr>
<td>Lion Deck road repair</td>
<td>2320</td>
<td>2320</td>
<td>0</td>
</tr>
<tr>
<td>Exploration road</td>
<td>1,566</td>
<td>1,566</td>
<td>0</td>
</tr>
<tr>
<td>Pond 6 (^{(1)})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pond 7</td>
<td>1,589</td>
<td>196</td>
<td>-1,393</td>
</tr>
<tr>
<td>Pond 8</td>
<td>3,824</td>
<td>3,157</td>
<td>-667</td>
</tr>
<tr>
<td>Subsoil stockpile (^{(1)})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refuse pile test plots (^{(1)})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Topsoil pile north of test plots</td>
<td>14,117</td>
<td>819</td>
<td>-13,298(^{(c)})</td>
</tr>
<tr>
<td>Unit train loadout area and conveyor</td>
<td>5,561</td>
<td>17,287</td>
<td>+11,726</td>
</tr>
<tr>
<td>Mudwater Canyon fan portal</td>
<td>1,659</td>
<td>2,965</td>
<td>+1,306</td>
</tr>
<tr>
<td>Corner Canyon fan portal</td>
<td>7.0</td>
<td>6,144</td>
<td>+6,137</td>
</tr>
<tr>
<td>Little Park fan portal (^{(d)})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>652,973</strong></td>
<td><strong>442,826</strong></td>
<td><strong>-210,147</strong></td>
</tr>
</tbody>
</table>

\(^{(1)}\) Permitted by Sunnyside Cogeneration Associates (SCA) under Permit C/007/042
\(^{(a)}\) Calculated using Sofdesk\(^{®}\) Civil/Survey, Version 7.5-7.6
\(^{(b)}\) Material to be moved to Lion Deck and Refuse Pile (SCA Agreement)
\(^{(c)}\) Material to be used in reclamation of the Main Channel and/or Lion Deck areas
\(^{(d)}\) Little Park fan portal was never constructed.
## TABLE 534.200a
Road Specifications

<table>
<thead>
<tr>
<th>ROAD</th>
<th>SURFACE TYPE</th>
<th>SURFACE WIDTH</th>
<th>LENGTH</th>
<th>MAXIMUM GRADE %</th>
<th>MINIMUM GRADE %</th>
<th>AVERAGE GRADE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>'A'(1)</td>
<td>Asphalt &amp; Gravel</td>
<td>24' to 34'</td>
<td>3.71 miles</td>
<td>1.5</td>
<td>1.6</td>
<td>7</td>
</tr>
<tr>
<td>'B'(2)</td>
<td>Asphalt &amp; Gravel</td>
<td>24'</td>
<td>1.83 miles</td>
<td>13.4</td>
<td>1</td>
<td>9.4</td>
</tr>
<tr>
<td>'C'(1)</td>
<td>Gravel</td>
<td>20'</td>
<td>0.55 miles</td>
<td>4.2</td>
<td>0.9</td>
<td>2.8</td>
</tr>
<tr>
<td>'D'(1)</td>
<td>Gravel</td>
<td>20'</td>
<td>0.18 miles</td>
<td>13.3</td>
<td>0.4</td>
<td>5.3</td>
</tr>
<tr>
<td>'E'(2)</td>
<td>Asphalt</td>
<td>24'</td>
<td>0.15 miles</td>
<td>6.5</td>
<td>6.5</td>
<td>6.5</td>
</tr>
<tr>
<td>'F'(2)</td>
<td>Dirt &amp; Gravel</td>
<td>12'</td>
<td>0.08 miles</td>
<td>4.3</td>
<td>0.0</td>
<td>2.6</td>
</tr>
<tr>
<td>'G'(3)</td>
<td>Dirt &amp; Gravel</td>
<td>12'</td>
<td>0.40 miles</td>
<td>13.9</td>
<td>0</td>
<td>4.7</td>
</tr>
<tr>
<td>'H'(2)</td>
<td>Railroad Track</td>
<td>5'</td>
<td>0.65 miles</td>
<td>3.5</td>
<td>1</td>
<td>2.1</td>
</tr>
<tr>
<td>'I'(2)</td>
<td>Gravel</td>
<td>12'</td>
<td>0.37 miles</td>
<td>18.1</td>
<td>18.1</td>
<td>18.1</td>
</tr>
<tr>
<td>'J'(4)</td>
<td>Gravel</td>
<td>15'</td>
<td>0.71 miles</td>
<td>0.74</td>
<td>0.74</td>
<td>0.74</td>
</tr>
<tr>
<td>'K'(2)</td>
<td>Gravel</td>
<td>12'</td>
<td>0.18 miles</td>
<td>5.5</td>
<td>5.5</td>
<td>5.5</td>
</tr>
</tbody>
</table>

(1) County Road 290 – Provides post mining land use for access to Gentry Mountain
(2) Road removed during reclamation
(3) Road transferred to Sunnyside Cogeneration Associates Permit C/007/042 in November 2003
(4) Utah Railway’s access to their tracks
Johnny Pappas, Sr. Environmental Engineer
Plateau Mining Corporation
P.O. Box 30
Helper, Utah 84526-0030

Re: The Division’s Findings on Highwall Retention at the Lion Deck, Corner Canyon and Mudwater Canyon Portal Areas, Plateau Mining Corporation, Star Point Mine, C/007/006, Task ID #1768, Outgoing File

Dear Mr. Pappas:

In a conversation that you had with Wayne Western on February 26, 2004, you requested that the Division provide you with the findings that the Division made on highwall remnants that will be retained at the Star Point Mine. The following information should address your concerns.

Highwall Remnant Retention at the Lion Deck Area:

On February 14, 2002, Plateau Mining Corporation submitted a revised reclamation plan for the Lion Deck area because of the availability of improved topographic maps and changes to the reclamation plan for the conveyor belt access road. The revised reclamation plan for the Lion Deck area called for concave slopes to replace the approved straight postmining slopes. The concave design allowed for increased slope heights without decreased stability.

The higher postmining slopes eliminated or reduced the highwalls scheduled to remain after reclamation. However, some highwall remnants would remain.

R645-301-553.650 required the Division to make specific findings in writings before approval of highwall remnant retention. The Division stated the findings in Technical Analysis AM02B-2, dated July 22, 2002 and a summary of the finds is as follows:

When the Division evaluated the reclamation plan, they found that the regulations conflicted because:
• R645-301-553.120, Eliminate all highwalls with the exception of pre-SMCR highwalls at sites where lack of reasonably available fill prevents total reclamation. Volume calculations for the Star Point Mine showed that there is enough fill material for total highwall elimination.

• R645-301-553.130, Postmining slopes will not exceed the angle of repose and the slopes must have a safety factor of 1.3 or greater. In order to achieve a safety factor of 1.3 some of the slopes used to reclaim highwalls would have to extend on to County Road 290. The reclaimed slopes would block the road.

• R645-301-553.150, The reclaimed site must support the approved postmining land use that included keeping County Road 290 open. Therefore, the toe of the reclaimed slopes cannot extend onto the right of way for County Road 290.

The highwalls were constructed pre-SMCR so that the limitations of eliminating the highwall remnants and keeping County Road 290 open existed at the time of the initial permit. County Road 290 is in a steep canyon with many cliffs so moving the road is not possible. The only options the Division had during the initial permit process was to deny the permit or require road closure at reclamation.

When the Division first permitted the Star Point Mine, they examined those issues. Closing County Road 290 was not possible because neither the Division nor the applicant had the authority to close the road and the county insisted that the road to remain open. Because the postmining slopes would be next to County Road 290, the main concern was public safety. Therefore, the Division required the Permittee to construct slopes that had a safety factor of 1.3.

The revised reclamation plan called for more highwall elimination or reduction due to higher postmining slopes. The concave design allowed increased slope heights without decreased stability. Because of those advantages over the existing plan, the Division approved the amendment.

Minimum Safety Factor for Highwall Remnants at the Lion Deck Portal Area:

The slope stability calculations for the Lion Deck area are in Exhibit 553.130a of the mining and reclamation plan. In those calculations, PMC demonstrated that the reclaimed slopes would have a safety factor of 1.3.

The slope stability calculations do not cover all the reclaimed highwall slopes. R645-301-553.530 allows alternative methods for determining slope stability for highwall remnants. In the Technical Analysis dated July 22, 2002, the Division approved PMC to backfill slopes to a 2H: 1V grade with the upper sections of the slopes being at 1.8H: 1V. The Division has found slopes with that design are stable.
Both PMC and the Division assumed the highwall remnant designs stable because the remnants are similar to the stable natural cliffs and bedrock outcrops in the area. Therefore, the Division concluded that allowing highwall remnants to remain is not a hazard to the public or the environment.

Why Not All of Available Fill Material Was Used to Eliminate More of the Highwall Remnants at the Lion Deck Portal Area:

R645-301-553.600, All highwalls must be eliminated with the exception of pre-SMCRA highwalls at site where there is not enough fill to complete reclamation. There is abundant fill material at the site. As mentioned earlier, the regulatory requirement to eliminate highwalls whenever there is available fill material conflicts with leaving County Road 290 open and the stability requirements.

Why the Highwall Remnants Will Not be a Danger to the Public or the Environment at the Lion Deck Portal Area:

The highwall remnants will not be a danger to the public or the environment because:

- The reclaimed slopes have a safety factor of 1.3.
- The highwall remnants are in solid bedrock and are a safe.
- PMC used roughening techniques such as pocking to minimize erosion until vegetation is established.
- PMC seeded the slopes so that vegetation would stabilize the soils.

Why Some As-Built Slopes Expose More of the Highwalls than Anticipated:

PMC must address this issue. Mr. Pappas did state to Mr. Western on February 26, 2004 that a mistake was made but the effects were minimal.

Highwall Retention at Mudwater Canyon and Corner Canyon:

PMC received the annual Earth Day award in 2001 for the innovative technique they used to reclaim the pre-SMCRA portals at Mudwater Canyon and Corner Canyon. The miners at both sites constructed the portals as breakouts. The only access for mechanized equipment is through the mine. Therefore, type and size of equipment that can reach a site is limited.

The traditional way to reclaim a remote breakout is to use small earthmoving equipment to reclaim the area around the portal, remove move the equipment and then push fill out the portal. That technique prevented reclamation of the highwalls because the miners could not place material above the portals.

PMC used innovative techniques to reclaim Mudwater Canyon and Corner Canyon. PMC constructed a log fence above each portal, placed backfill material
behind the log fences and then collapsed the log fences. The backfill material slide down and covered the highwalls ten to fifteen feet above the portals. PMC did not eliminate all the highwalls but the highwall remnants that remained were smaller than at comparable sites.

The factors that prevented the elimination of highwalls at Mudwater Canyon and Corner Canyon are as follows:

- The portals are on slopes that are at or near the angle of repose. Such slopes have safety factors of 1.0, and R645-301-553.100 requires that reclaimed slopes have a safety factor of 1.3. Eliminating the highwalls would require restoring the site to the original configuration. At the original configuration, the slopes would not meet the safety factor requirements.

- The limitations PMC faced transporting equipment through the mine. While no regulation allows for highwall retention due to equipment limitation the Division recognizes those limitations when they evaluated the reclamation plan for pre-SMCRA sites.

- Much of the fill material at the sites was lost during construction. Therefore, the amount of available fill was limited.

- PMC seeded the sites so that vegetation would stabilize the soils. During annual inspections of the sites, the Division found that the vegetation was adequate to prevent erosion. The Division considers those sites environmentally stable.

Since the sites are in remote locations therefore, only a small number of people will visit the area. While the highwalls are a potential hazard, they are similar to natural cliffs in the areas. The Division does not consider the highwalls to be a significant public hazard.

I hope that you find this information helpful. If you have any questions, please call me at (801) 538-5268 or Wayne Western at (801) 538-5263.

Sincerely,

[Signature]

Pamela Grubaugh-Littig
Permit Supervisor
April 7, 2004

Carbon County Board of Commissioners

Re:  *Cyprus Plateau Road*

Dear Commissioners:

Ray Hanson and I have reviewed the road today with Johnny Pappas representing Cyprus Plateau. As of April 7, 2004, the road in general is in good repair and that portion that had washed out a couple years ago has been satisfactorily repaired. Cyprus Plateau requires a letter from the County Attorney as soon as possible stating that the repairs have been inspected and approved.

Sincerely,

Evan Hansen, County Engineer

Ray Hanson, County Road Supervisor
EXHIBIT B

CORRESPONDENCE AND MSHA CLOSURE MAPS
February 9, 2001

Mr. Daron R. Haddock  
Utah Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, Utah 84114-5801

Re: Star Point Mine MSHA Final Closure Maps, Plateau Mining Corporation, Star Point Mine, C/007/006, Carbon County, Utah

Dear Mr. Haddock:

Plateau Mining Corporation (PMC) is submitting a courtesy copy of the aforementioned as submitted to MSHA. If the Division has any questions, please do not hesitate to contact me at (435) 472-4741.

Sincerely,

Johnny Pappas  
Sr. Environmental Engineer

Enclosures

File: Star Point Mine - MSHA Final Closure
Chrono: JP010204.ltr
John Kuzar
MSHA

RE: Plateau Mining Corporation: Star Point No. 2 Mine, MSHA ID # 42-00171 and Star Point No. 1 Mine, MSHA ID # 42-00170 Final Mine Closure Maps

Dear Mr. Kuzar:

Enclosed are the final mine closure maps for the Star Point #2 Mine and the Star Point #1 Mine. The grid system on the Star Point #2 maps are State Plane coordinates and a coordinate grid conversion to State Plane coordinates is included on the Star Point #1 map.

The enclosed maps are as follows:

**Star Point No. 2 Mine**

Lion, Wattis Seam  
Third Main South, Wattis Seam  
2ND West Mains, Wattis Seam  
South Mains, Wattis Seam  
Third North Mains, Wattis Seam  
Third North Mains, Wattis Seam Map 2  
Wattis Seam (For Mine Workings Reference East of the Lion Portal)  
Mudwater, Middle Seam  
2ND North Mains, Middle Seam  
Main West, Middle Seam  
SL031286, Hiawatha Seam

**Star Point No. 1 Mine**

Star Point No. 1 Mine
Dear Mr. Robertson:

Enclosed is a copy of the final mine maps for the subject mines. These mines are owned by Plateau Mining Corporation, are located near Helper, Utah, and are currently sealed.

Please enter the maps into the Mine Map Repository. Enclosed for your information are copies of the Legal Identity Reports for the Star Point No. 1 and No. 2 Mines. Please return the mine closure maps, bearing the microfilm catalog numbers assigned by the Office of Surface Mining (OSM). The approximate longitude and latitude for the mine location is as follows:

Longitude: 111 degrees W,  
Latitude: 39.5 degrees N

If there are any questions concerning these requests, please contact Sid Hansen at 303-231-5463.

Sincerely,

/s/ John A. Kuzar

John A. Kuzar  
District Manager

Enclosure

tcc: EC Plan File  
VG - Chron 1193022  
file: vent\sln\4200171\finalmap.wpd
Notice is hereby given that Cyprus Plateau Mining Corporation, P.O. Drawer PMC, Price, Utah 84501, a wholly owned subsidiary of Cyprus Western Coal Company, 9100 E. Mineral Circle, P.O. Box 3299, Englewood, Colorado 80112, has submitted an application to the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining, for renewal of its five year permit, number ACT/007/006. The application was submitted in accordance with the Utah Mining and Reclamation Code Annotated 40-10-1 et. seq., and the Utah Coal Program Rules R645. The permit area is located in Carbon and Emery Counties, Utah as follows:

**Township 14 South, Range 7 East, SLBM**
Section 34, portion.

**Township 15 South, Range 7 East, 8LBM**
Section 1, portion; Section 2, portion; Section 3, portion; Section 10, portion; Section 11, all; Section 12, all; Section 13, portion; Section 14, all; Section 15, portion; Section 22, portion; Section 23, all; Section 25, portion; Section 26, portion.

**Township 15 South, Range 8 East, 8LBM**
Section 5, portion; Section 6, portion; Section 7, all; Section 8, portion; Section 9, portion; Section 10, portion; Section 15, portion; Section 16, all; Section 17, portion; Section 18, portion; Section 20, portion; Section 21, portion.

The project area is shown on the following U.S. Geological Survey 7.5 Minute Quadrangle Maps: Wattis and Hiawatha. Copies of the permit application are available for public inspection at the following locations:

- **Carbon County Recorder’s Office**
  - Carbon County Court House
  - Price, Utah

- **Emery County Recorder’s Office**
  - Emery County Court House
  - Castle Dale, Utah

- **State of Utah**
  - Department of Natural Resources
  - Division of Oil, Gas and Mining
  - 355 West North Temple
  - III Traid Center, Suite 350
  - Salt Lake City, Utah 84180-1203

Pertinent comments are solicited from anyone affected by this permit application. Comments should be filed by January 27, 1992 with:

**State of Utah**
- Department of Natural Resources
- Division of Oil, Gas and Mining
- 355 West North Temple
- III Traid Center, Suite 350
- Salt Lake City, Utah 84180-1203

Published in the Emery County Progress and Sun Advocate December 1996.
Mr. Johnny Pappas, Senior Environmental Engineer
Cyprus Plateau Mining Corporation
847 NW Highway 191
Helper, UT 84526

Re: Reclamation Project near Wattis, UT

Dear Mr. Pappas:

Confirming our recent telephone conversation, Utah Railway Company grants Cyprus Plateau Mining Corporation permission to use the old railroad grade known as the Wattis Branch as a transportation corridor for the handling of top soil and/or other materials for reclamation purposes. At the time your company is ready to proceed a release must be executed for liability purposes. Please give us thirty (30) days notice before the project commences.

Please call me at 472-3430 or Bill Callor at 472-8483 if you have any questions or further requests in regard to the project.

Very truly yours,

John E. West, III
Executive Vice President

cc: Mr. William Callor, Jr.
Division Engineer
Utah Railway Company
EXHIBIT 117.100a

Certificate of Insurance
# Certificate of Insurance

**Aon Risk Services**

**To:**  
State of Utah  
Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, UT 84114-5801

**Re:**  
Star Point #1 & #2 Mines  
Permit No. ACT/007/006  
Fax to:  
Johnny Pappas  
435-472-4782

**Assured:**  
RAG American Coal Holding Inc. et al  
Including Plateau Mining Corporation  
1520 Kanawha Boulevard East  
Charleston, WV 25311

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The Insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy No.</th>
<th>Policy Period</th>
<th>Policy Limits/Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td>06-30-99/00</td>
<td>$6,000,000 General Aggregate, $6,000,000 Products/Completed, $1,000,000 Operations Aggregate, $1,000,000 Personal and Advertising Injury, $1,000,000 Each Occurrence, $1,000,000 Fire Damage (Any One Fire), $10,000 Medical Expense (Any One Person)</td>
</tr>
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<td>Other States</td>
<td>6122944</td>
<td></td>
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<tr>
<td>Wyoming</td>
<td>6122945</td>
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**Insurance Company(ies):** American Home Assurance

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<th>Policy Period</th>
<th>Policy Limits/Values</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Wyoming</td>
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**Insurance Company(ies):** American Home Assurance

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<tr>
<th>Type of Insurance</th>
<th>Policy No.</th>
<th>Policy Period</th>
<th>Policy Limits/Values</th>
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<tr>
<td>Workers' Compensation</td>
<td>OC017049-02</td>
<td>06-30-99/00</td>
<td>WC: Statutory, EL: $1,000,000 Each Accident, $1,000,000 Disease - Policy Limit</td>
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<tr>
<td>Employers' Liability</td>
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<td></td>
<td></td>
</tr>
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</table>

**INCORPORATED EFFECTIVE:**  
**OCT 12 1999**

**Utah Division Oil, Gas and Mining**
RIDER

To be attached to bond known as Bond No. 64S100208576BCA

issued by THE AETNA CASUALTY AND SURETY COMPANY (as Surety),

in the amount of Three Million Four Hundred Seven Thousand Three Hundred Twenty-two and no/100-----------------------($3,407,322.00)

effective the 26th day of November 1985,

on behalf of Cyprus Plateau Mining Corporation, (as Principal),
State of Utah, Division of Oil, Gas and Mining, and the
in favor of U.S. Department of the Interior, Office of Surface Mining (as Obligee).

In consideration of the premium charged for the above bond, it is mutually understood and agreed by the Principal and the Surety that:

the bond penalty for said bond is increased as follows:

from: $4,830,000.00

to: $5,180,000.00

All other terms, limitations, and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 27th day of April 1994

Signed, sealed and dated this 5th day of May 1994

Cyprus Plateau Mining Corporation, a Delaware Corporation

By: Francis J. Kane Vice President and Treasurer

THE AETNA CASUALTY AND SURETY COMPANY

By: Karen D. Grammer, Attorney-in-Fact
Certificate of Insurance

TO: State of Utah
   Division of Oil, Gas and Mining
   355 West North Temple
   3 Triad Center, Suite 350
   Salt Lake City, UT 84102-1023
   Fax to: Johnny Peppers - 801-537-2247
Date: July 2, 1993
Re: Star Point #1 & #2 Mines - Permit No. CT7007/006

This is to certify that the policies designated below are in force on the date borne by this Certificate.

NAME OF INSURED: Cyprus Amax Minerals Company et al including Cyprus Plateau Mining Corp.
Address: 9100 East Mineral Circle
Englewood, CO 80112

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY #</th>
<th>POLICY PERIOD</th>
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<tr>
<td>A) Commercial General Liability - Claims Made Retro Date 4/1/94</td>
<td>RMGL1437605</td>
<td>07/01/96 - 07/01/97</td>
<td>$ 6,000,000 General Aggregate</td>
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<td>$ 6,000,000 Products/Completed</td>
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<td>$ 1,000,000 Personal and Advertising Injury</td>
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<td>$ 1,000,000 Each Occurrence</td>
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<td>$ 1,000,000 Fire Damage (Any One Fire)</td>
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<td>$ 10,000 Medical Expense (Any One Person)</td>
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<td>B) Auto Liability</td>
<td>RMCA1438600</td>
<td>07/01/96 - 07/01/97</td>
<td>$ 2,000,000 CSL Each Occurrence</td>
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<td>C) Workers' Compensation Employers' Liability Other States</td>
<td>OC-01611903</td>
<td>09/01/95 - 09/01/96</td>
<td>WC: Statutory</td>
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<td>EL: $1,000,000 Each Accident</td>
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<td>$1,000,000 Disease - Each Employee</td>
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<td>D) Workers' Compensation Employers' Liability (Amax Gold) CA/SC</td>
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<td>09/01/95 - 09/01/96</td>
<td>WC: Statutory</td>
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<td>EL: $1,000,000 Each Accident</td>
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<td>$1,000,000 Disease - Each Employee</td>
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<td>E) Workers' Compensation Employers' Liability (Amax Gold) Alaska</td>
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<td>EL: $1,000,000 Each Accident</td>
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<td>$1,000,000 Disease - Policy Limit</td>
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<td>$1,000,000 Disease - Each Employee</td>
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<td>F) Excess Workers' Compensation</td>
<td>EX342</td>
<td>09/01/95 - 09/01/96</td>
<td>Statutory Excess of a Self Insured Retention: $1,000,000 any one occurrence</td>
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Commercial General Liability includes X, C, U Coverage.
This certificate voids and supersedes certificate dated June 26, 1996.

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by those policy(ies) numbered above and issued by companies listed below.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 45 days written notice to the above named certificate holder.

SEVERAL LIABILITY NOTICE (LSW 1001)
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

INSURANCE COMPANY(IES) ISSUING COVERAGE:

A)B) National Union Fire Insurance Company of Pittsburgh, PA
C)D)E) Old Republic Insurance Co.

By _________________________

Aon Natural Resources Worldwide
2000 Bering Dr., Suite 900
Houston, Texas 77077
P.O. Box 34529
Houston, Texas 77236-4529
Phone: 713/783-6540
Telex: 713783-7241
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙RS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>LETTER</th>
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<tr>
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<td>A: NATIONAL UNION FIRE INS. CO.</td>
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INSURED

CYPRUS MINERALS CO.
AND ITS SUBSIDIARY CO.
P. O. BOX 3299
ENGLEWOOD, CO 80155

SEDBROCK JAMES OF TN, INC.
P. O. BOX 19810
KNOXVILLE, TN 37939
(615) 584-9101

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY MENTION, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<th>LTM</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>07/01/92</td>
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<td>FIRE DAMAGE (Any one site)</td>
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<td>MED. EXPENSE (Any one person)</td>
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<td></td>
<td>DISEASE-EACH EMPLOYEE</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CYPRUS PLÁTÉAU MINING CORPORATION - THE ATTACHED POLICY SUMMARY IS MADE A PART OF THIS CERTIFICATE OF INSURANCE. THIS CERTIFICATE OF INSURANCE APPLIES TO SHARP POINT #1 & #2 MINES.

THIS IS A CLAIMS MADE POLICY - ADDITIONAL INFORMATION IS ATTACHED.

CERTIFICATE HOLDER

STATE OF UTAH, DIV. OF OIL & GAS
355 N. W. TEMPLE
3 TRIAD CENTER, SUITE 350
SALT LAKE CITY, UT 84180

ACORD 25-8 (7/90)
BROKERS STATEMENT

The retroactive date of this policy is 7-1-89. It is the underwriters position that no occurrences prior to the above stated date will be covered by this primary policy number RMGL3252826.

To our knowledge no extended reported period options offered by prior primary general liability policies have been purchased or otherwise activated.

The optional extended reporting period under this policy is 60 days, which has not been activated at this time.

Signed: ____________________________

Date: 7/3/91
CERTIFICATE CANCELLATION

(The following replaced wording contained on the face of the certificate of insurance).

Should any of the above described policies be changed and/or cancelled before expiration date thereof, the issuing company will mail (certified) 45 days written notice to the certificate holder named.

Signed: 

Date: 7/3/91

Policy Number: RMGL3252826

Certificate Number: N/A
| Client Code: | 4530 |
| Client Name: | CYPRUS MINERALS CO. |

Policy line being summarized: GL  
Policy coverage name: GENERAL LIABILITY

| Named Insured: | CYPRUS MINERALS COMPANY |
| Insurer's Name: | NATIONAL UNION |
| Best's Rating: | A++XV |
| Policy Number: | RMGL3252826 |
| Policy Form: | CH |
| Policy Inception Date: | 07/01/91 |
| Expiration Date: | 07/01/92 |
| Policy Retro. Date: | 07/01/89 |
| Deposit Premiums: | $160000.00 |
| Loss Sensitive? | YES |
| Final Audit Premium | $0.00 |
| Policy Limits: | 2,000,000 PER OCC. $4,000,000 GENERAL AGGREGA |

Report Claims to: SEDGWICK JAMES OF TENNESSEE, INC.  
Street Address: 4700 OLD KINGSTON PIKE  
P.O. Box: 19810  
City: KNOXVILLE  
State: TN  
Zip: 37939

The following will show any known special claims reporting requirements.

AIGRH REQUIRES THAT ALL CLAIMS THAT MIGHT BE COVERED UNDER THIS POLICY BE REPORTED TO SEDGWICK JAMES REGARDLESS OF SIZE. FAILURE TO REPORT SUCH CLAIMS COULD JEOPARDIZE THE INSURER'S RELATIONSHIP OR LEGAL STATUS IN ANY GIVEN STATE.

Is this a shared layer policy? (Y/N) NO  
Describe layer participation.

Explain any special limits.

Deductibles Applicable: $  
Describe special deductibles.
Is there required underlying coverage? (Y/N) NO
Describe underlying insurers and limits.

Rating Basis: LOSS AND EXPENSE
Rating Base Values: LOSSES

Notable Policy Provisions:

EXCLUSIONS:

1. Bodily injury or property damage expected or intended
   and or which the insured is obligated to pay damages by
   reason of the assumption of liability in a contract or
   agreement and intoxication, furnishing of alcoholic
   beverages.

2. Workers Compensation

3. Pollutants

4. Ownership, maintenance, use or entrustment to others of
   any aircraft, auto, or watercraft greater than 26 feet.

5. Mobile Equipment

6. War

7. Property in your care, custody or control

8. Property damage to your product

9. Damages claimed for any loss for the loss of use,
   withdrawal, recall, inspection, repair, replacement,
   adjustment, removal or disposal of: your product, your
   work, or impaired property.

10. Nuclear Energy

11. Asbestos

12. Radioactive Matter

General Comments and Observations:

BROKER: SEDGWICK JAMES OF TENNESSEES, INC.
ADDRESS: P.O. BOX 19810
          KNOXVILLE, TENNESSEES 37939
PHONE: 615-584-9101
        615-588-9755 OR 615-588-1153

Page Number:

INCORPORATED
EFFECTIVE:
MAY 27 1998

Utah Division Oil, Gas and Mining
AFFIDAVIT OF PUBLICATION

STATE OF UTAH

ss.

County of Carbon,)

I, Ken Larson, on oath, say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation, published at Price, State a true copy of which is hereto attached, was published in the full issue of such newspaper for 4 (Four) consecutive issues, and that the first publication was on the 4th day of April, 2002, and that the last publication of such notice was in the issue of such newspaper dated the 25th day of April, 2002.

Ken G Larson - Publisher

Subscribed and sworn to before me this 25th day of April, 2002.

Linda Thayn - Notary Public

My commission expires January 10, 2003 Residing at Price, Utah

Publication fee, $ 533.12
AFFIDAVIT OF PUBLICATION

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Ken G Larson - Publisher

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Linda Hayn - Notary Public

My commission expires January 10, 2003 Residing at Price, Utah

Publication fee, $533.12

LINDA THAYN
NOTARY PUBLIC - STATE OF UTAH
845 EAST MAIN PRICE, UTAH 84501
COMM. EXP. 1-10-2003

PUBLIC NOTICE

Application for Post Mining Land Use Change

Star Point Mine
Plateau Mining Corporation
Permit 0007006, Approved 01/28/92

Notice is hereby given that Plateau Mining Corporation, 847 Northwest Highway, 191, Helper, Utah 84526, a subsidiary of RAG American Coal Company, 899 Corporate Blvd., Linthicum Heights, MD 21090, has filed an application with the Utah Department of Natural Resources, Division of Oil, Gas and Mining for a change in post mining land use to Permit C007006. The land use change will allow for oil and gas development on fee surface within the Drunkards Wash Unit under the provisions of the Utah Coal Mining and Reclamation Act pursuant to R645-301-413.300 of the Utah Goal Program Regulations. The portion of the permit area that is affected is located in Carbon County, Utah and follows:

Township 15 South, Range 8 East, SLBAM

Section 10: N12SE1/4SE1/4, N12SW1/4SE1/4, N12SE1/4SW1/4, N12SW1/4SW1/4, a tract or parcel of land lying north of County Road 290 comprising 11.77 acres more or less.

The permit area is shown on the Watts U.S. Geological Survey 7.5-minute map 29010101.

The Mining and Reclamation Plan, available for public review at the Division of Oil, Gas and Mining, 514 W. 2100 S., Salt Lake City, Utah 84114, and Division of Oil, Gas and Mining, 845 East Main, Price, Utah 84501.

Written comments, objections and requests for information conferences on this proposal may be addressed to:

Utah Coal Reclamation Division of Oil, Gas and Mining
845 East Main
Price, Utah 84501

Closing date for submission of such comments, objections and requests for public hearing or information conference on this proposal must be submitted by May 28, 2002.

Published in the Sun Advocate April 18, 2002, Price, Utah, USA

INCORPORATED

SEP 11 2002

DIV OF OIL GAS & MINING
Plateau Mining Corporation
Willow Creek Mine
Crandall Canyon Leach Field Area
C/007/038

Phase III Bond Release on 7.51 acres of disturbed lands associated with approved Post Mining Land Use Change.

I hereby certify to the best of my information and belief that all applicable reclamation activities have been accomplished in accordance with the requirements of the Act, the regulatory program, and the approved reclamation plan.

[Signature]
Print Name

[Signature]
Sign Name, Position, Date

Subscribed and sworn to before me this 24th day of April, 2003

Wilma Howa
Notary Public

My Commission Expires: September 05, 2004
Attest: State of Utah
County of Carbon

INTEGRATED
MAY 16 2003
DIV OF OIL GAS & MINING