

Sunnyside Coal Company

Operations • Highway 123 • P.O. Box 99 • Sunnyside, Utah 84539

Mr. James W. Carter
Director
Division of Oil, Gas and Mining
State of Utah Natural Resources
3 Triad Center, Ste 350
Salt Lake City, Utah 84180

September 27th, 1993

Dear Mr. Carter,

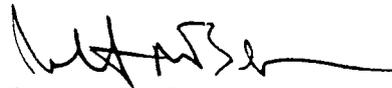
Sunnyside has agreed to the sale of certain water rights and land which are held by the state as collateral on our reclamation bond. These sales are to unrelated parties, are subject to your approval and are equal to or greater than the appraised values as follows:

<u>COLLATERAL</u>	<u>APPRAISED VALUE</u>	<u>SALE PRICE</u>	<u>BUYER</u>	<u>TERMS</u>
WATER RIGHT	\$600,000	\$600,000	SUNNYSIDE COGEN	Cash
LAND AND STOCK WATER	\$747,500	\$1,325,000	MILLION LAND MANAGEMENT	\$250,000 down 3 Year Balloon (Draft Agreement)

We propose to deposit the net proceeds in an account at Zions' and pledge the account or an irrevocable letter of credit from zones plus the balance of the note secured by a Deed of Trust to DOGM as continuing bond collateral. The net proceeds will be after tax which is due in FY 1994.

I have asked Denise Dragoo to obtain your consent and prepare the necessary documents for execution in the next two weeks.

Regards,



Robert M. Burnham
President

cc: Kent Huett
Denise Dragoo

Corporate Offices
The Registry
1113 Spruce Street
Boulder, CO 80302
303-938-1506
FAX: 303-938-5050

Operations
Highway 123
P.O. Box 99
Sunnyside, UT 84539
801-888-4421
FAX: 801-888-2581

1/20/12

PURCHASE AND SALE AGREEMENT

DRAFT

THIS PURCHASE AND SALE AGREEMENT is made and entered into between SUNNYSIDE COAL COMPANY, a Colorado corporation qualified to do business in the State of Utah ("Sunnyside" or "Seller") and MILLION LAND MANAGEMENT COMPANY, INC., a Colorado corporation ("Million" or "Purchaser") whose agreements are hereafter set forth.

I.
Premises

1.1 Sunnyside is the owner of approximately 23,498 acres of land and mineral interests in Emery County and Carbon County, Utah and owns certain water rights associated with the land and mineral interests (the "property").

1.2 Sunnyside maintains, owns and operates a coal mine and related facilities on a portion of the property commonly known as the Sunnyside Coal Mine and has underground tunnels and facilities on various portions of the property for the mining and production of coal and other minerals.

1.3 Sunnyside wishes to sell the surface and certain of its water rights and retain all of its mineral interests in the property as well as easements and access rights over the surface in order to mine, drill for and otherwise utilize any of its mineral interests underlying the surface of the property.

1.4 Million desires to acquire the surface rights and certain water rights from Sunnyside in accordance with the terms set forth in this Agreement.

II.
Agreement to Purchase and Sell

Sunnyside agrees to sell, subject to the terms of this Agreement, and Million agrees to purchase from Sunnyside the surface only and certain appurtenant water rights on approximately 23,498 acres of land located in Emery County and Carbon County, Utah, all of which are more particularly described on Exhibit A to this Agreement (the "Surface Estate and Water Rights").

III.
Purchase Price, Payment and Security

3.1 The purchase price for the Surface Estate and Water Rights is ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,325,000).

3.2 The purchase price shall be paid as follows:

(a) Million has deposited the sum of FIFTY THOUSAND DOLLARS (\$50,000) into the account of Fabian & Clendenin Client Trust Fund, Bank One, Salt Lake City, Utah, ABA No. 124001545. Account No. 12454499 as "Earnest Money."

(b) Million shall pay to Sunnyside Two Hundred Fifty Thousand Dollars in cash or certified funds at closing (which amount will include the Earnest Money Deposit).

(c) The balance of the purchase price in the amount of ONE MILLION SEVENTY FIVE THOUSAND DOLLARS (\$1,075,000) will be paid in the form of a Promissory Note executed by Million to Sunnyside providing for simple interest at an initial interest rate of eight (8) percent until December 31, 1993, payable in equal monthly installments of principal and interest amortized over 20 years, with the full balance of principal and interest due and payable three years after closing. On the 1st day of each calendar quarter until the Promissory Note is paid in full (i.e., on January 1, March 1, July 1 and October 1) the initial interest rate (8% per annum) shall be adjusted (increased or decreased) to two (2) percentage points over the "Prime Rate" reported in the Wall Street Journal under "Money Rates" (representing the base rate on corporate loans posted by at least 75% of the country's banks) for the last day of the immediately preceding month (i.e., on the last day of December, February, June and September). The interest rate as so determined shall be effective for the immediately succeeding applicable calendar quarter. The amount of the regular monthly payments for the applicable calendar quarter will be determined by amortizing the then unpaid principal amount at the adjusted interest rate, interest payable in arrears, equal monthly payments over twenty (20) years. If the Wall Street Journal discontinues the publication of a Prime Rate, the interest rate will be adjusted to two percentage points over the prime or base rate reported by CitiBank of New York on the same dates as above-described. The Promissory Note shall be in form and substance as that attached hereto as Exhibit B.

(d) The Promissory Note shall be secured by a first Deed of Trust on the Surface Estate and Water Rights which Deed of Trust shall be in form and substance as that attached hereto as Exhibit C.

IV.

Specific Exclusion from Purchase and Sale

The Surface Estate and Water Rights sold hereunder specifically exclude and reserve to Sunnyside the following:

(a) The Sunnyside Mine and permit area within Mining and Reclamation Permit No. ACT/007/007, more particularly described in Exhibit D attached hereto.

(b) Minerals including, but not limited to oil, gas, coal, nitrogen, phosphate and other minerals in, on or under the Surface Estate, together with the right to use so much of the Surface Estate as may reasonably be necessary for the development, mining, drilling, exploitation and use of the minerals.

(c) Easements and access rights, over and across all of the Surface Estate until five years after cessation of Sunnyside's mining and reclamation activities at the Sunnyside Mine.

(d) Water Right Nos. 91-138, 91-231, 91-362 and 91-367 and all other water rights not specifically described on Exhibit A to this Agreement, together with all rights-of-way, easements and access across the Surface Estate reasonably necessary for the maintenance and use of such water rights.

V.

Conditions of Sunnyside's Obligation to Sell

5.1 Sunnyside's obligation to sell the Surface Estate and Water Rights under this Agreement is wholly conditional upon Sunnyside's obtaining a release from the State of Utah (and the Federal Office of Surface Mining, Reclamation and Enforcement is a co-beneficiary of the Deed of Trust with the State of Utah) of the Surface Estate and Water Rights being sold hereunder which are presently under and subject to a Deed of Trust to the State of Utah Division of Oil, Gas and Mining as security for a reclamation liability under Permit No. ACT/007/007, which Deed of Trust is dated March 9, 1989, and recorded on March 10, 1989 in Emery County, Utah, as Entry No. 023282, Book 176, Pages 580-639, and in Carbon County, Utah, as Entry No. 2328, Book 287, Pages 96-155.

5.2 Sunnyside's obligation to sell the Surface Estate and Water Rights under this Agreement is wholly conditional upon Sunnyside's obtaining a release from BXG, Inc. of the Surface Estate and Water Rights being sold hereunder which are presently under and subject to a second Deed of trust for the benefit of BXG, which Deed of Trust is dated May 17, 1993, and recorded on May 20, 1993 in Carbon County, Utah, as Entry No. 39373, Book 328, Page 454-457.

VI.

Conditions of Million's Obligation to Purchase

Million's obligation to purchase the Surface Estate and Water Rights under this Agreement is wholly conditional upon Million's satisfactory completion of its Due Diligence Investigation of the Property and title to the Property as more fully described in Article VIII below.

VII.

Title and Conveyance

7.1 Sunnyside makes no warranties or representations as to the status of title to the Surface Estate and Water Rights being sold hereunder. Sunnyside specifically has not examined title to

the Surface Estate and Water Rights, and it has not obtained any title insurance coverage to the property.

7.2 Million understands and acknowledges that, as a part of its Due Diligence, it may examine title sources and real property records as it deems necessary and appropriate to satisfy itself concerning any and all conditions of title.

7.3 Sunnyside will deliver to Million, at closing, a quit claim deed to the Surface Estate and Water Rights, which quit claim deed shall be in form and substance as that attached hereto as Exhibit E.

VIII.

Due Diligence by Million

8.1 Sunnyside agrees that Million may conduct a due diligence investigation of the Surface Estate and Water Rights in accordance with the procedure set out in Exhibit F attached hereto.

8.2 Million may investigate title to the property being purchased hereunder, and Sunnyside will provide to Million access to all written documents and materials which it has in connection with ownership of the Surface Estate and Water Rights.

IX.

Allocation of Costs

Million shall pay the cost of recording the Quit Claim Deed and Deed of Trust given by Million as security for the Promissory Note to be delivered to Sunnyside hereunder. Any other expenses incurred by Million and any expenses of Sunnyside with respect to this Agreement and the closing, including but not limited to, attorneys' fees and costs and expenses incurred in connection with Million's due diligence shall be borne and paid exclusively by the party incurring them..

X.

Prorations at Closing

(a) Real property taxes shall be prorated at closing between Sunnyside and Million for calendar year 1993. Any net charges will be adjusted to or against cash due Seller at closing.

(b) There will be no proration or adjustment for any assessments for Water Rights being purchased and sold hereunder.

XI.

Representations and Warranties of Sunnyside

Sunnyside represents and warrants to Million that it is duly authorized and empowered to enter into this Agreement and to consummate the transaction contemplated hereunder and the persons executing this Agreement and the closing documents on behalf of

Sunnyside are or will be authorized to do so by all appropriate corporate action.

XII.

Representations of Million

Million represents and warrants to Sunnyside that it is duly authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder, and the person or persons executing this Agreement and the closing documents on behalf of Million are or will be authorized to do so by all appropriate corporate action.

XIII.

Sunnyside's Default

If Sunnyside fails to comply with any covenant contained herein, including the covenant to close under this Agreement, and such failure to close is caused by Sunnyside's default or Million's termination of this Agreement as permitted herein, Million may terminate this Agreement and receive forthwith a refund of the earnest money as its sole and exclusive remedy.

XIV.

Million's Default

If Million fails to close under this Agreement for any reason, except Sunnyside's default or the termination of this Agreement by Million as permitted herein, Sunnyside may terminate this Agreement and the earnest money deposit of \$50,000 shall be paid over to Sunnyside, such sum being agreed to be liquidated damages as an estimate of Sunnyside's actual damages, which would be difficult to ascertain.

XV.

No Brokerage Commissions

Sunnyside and Million hereby represent and warrant to the other that neither has used the services of a real estate broker or finder, or otherwise incurred any obligations for a brokerage or sales commission relating to this Agreement.

XVI.

Right to Possession

Million shall have right to possession of the Surface Estate and Water Rights at closing, subject to the use limitations set forth in the Deed of Trust.

XVII.

Quit Claim Deed

The Quit Claim Deed will reserve to Sunnyside all of the minerals in, on or under the Surface Estate, all rights to use the Surface Estate for access to any minerals reserved, to use so much

of the Surface Estate as may be reasonably necessary to drill, mine, use or otherwise exploit the minerals without payment for use or damage to the Surface Estate, and to remove support from any part of the surface which may cause subsidence to the Surface Estate without any liability whatsoever. The Quit Claim Deed will also grant to Million an 8% overriding royalty on any oil or gas produced from the minerals received by Sunnyside.

XVIII.

Covenants in Deed of Trust

The Deed of Trust securing the Promissory Note will be in the form normally used in real estate transactions in the State of Utah and will contain provisions authorizing the Trustee to sell the property in the event of default under the Promissory Note, in the event of sale of the property without the consent of Sunnyside, and in the event of violation of any specific covenants contained in the Deed of Trust. Covenants contained in the Deed of Trust will include obligations requiring Million to pay real property taxes as they become due and to maintain the property and all improvements thereon, prohibitions against cutting timber, removing or otherwise damaging any surface improvements such as fences, corrals, outbuildings or the like, bringing onto the property any waste material, hazardous or otherwise, or using the property in any manner which would diminish its use or value to Sunnyside in the event Million defaults in its obligations under the Promissory Note or Deed of Trust.

XIX.

Disclaimer

Million acknowledges and understands that Sunnyside has acquired the property including the Surface Estate and Water Rights through a bankruptcy proceeding and consequently has little, if any, knowledge of the actual status of title to the property being sold hereunder. Sunnyside hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, concerning (1) the nature and condition of the property, including, but not by way of limitation, the water rights, soil and geology, and the suitability thereof of the property for any and all activities and uses which Million may elect to conduct thereon; (2) the nature and extent of the rights-of-way, leases, possession, liens, encumbrances, licenses, reservations, or conditions in connection with the property; (3) compliance with any laws, ordinances or regulations of any government or other body, including without limitation, compliance with environmental laws, rules, ordinances and regulations regarding the Surface Estate and Water Rights. Sale of the property herein shall be on an "as is" basis, and Million expressly agrees that, except as otherwise specified herein, Sunnyside makes absolutely no warranty or representation, express or implied, arising by operation of law, including, but not limited, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the property.

XX.
Time of Essence

Time is of the essence of this Agreement.

XXI.
Closing

Closing shall take place on October 7, 1993 at Seller's offices in Sunnyside, Utah at 10:00 a.m., or at such other time and place as the parties may agree.

XXII.
Miscellaneous

The parties have signed this Agreement as of _____,
1993.

SELLER:

SUNNYSIDE COAL COMPANY

By: _____

PURCHASER:

MILLION LAND MANAGEMENT COMPANY, INC.

By: _____

EXHIBIT A
Legal Description

PROMISSORY NOTE

\$1,075,000.00

Sunnyside, Utah
October __, 1993

In installments as hereinafter provided, for value received, MILLION LAND MANAGEMENT COMPANY, Inc. ("Maker") promises to pay to the order of SUNNYSIDE COAL COMPANY or its assigns ("Holder") in Sunnyside, Utah, or such place as Holder may designate, ONE MILLION SEVENTY FIVE THOUSAND DOLLARS (\$1,075,000.00) with simple interest at the initial rate of eight percent (8%) per annum payable in equal monthly installments of \$8,991.84, including principal and interest, the first payment to be due and payable on November 1, 1993 and on the 1st day of each calendar month thereafter until September 1, 1996, at which time the balance remaining shall be due and payable in its entirety. The Maker reserves the right to prepay any part or all of the principal sum at any time, without penalty, and there shall be an abatement of interest from the date or dates of any such payment or payments.

Maker shall pay to Holder a late charge of five percent (5%) of any payment not received by Holder within five (5) days after due date of the payment.

Payments received for application to this Note shall be applied first to the payment of late charges, if any; second, to the payment of interest to the date payment is received; and third, in reduction of the principal amount.

On the 1st day of each calendar quarter until this Promissory Note is paid in full (i.e., on January 1, March 1, July 1 and October 1) the initial interest rate provided herein (8% per annum) shall be adjusted (increased or decreased) to two (2) percentage points over the "Prime Rate" reported in the Wall Street Journal under "Money Rates" (representing the base rate on corporate loans posted by at least 75% of the country's banks) for the last day of the immediately preceding month (i.e., on the last day of December, February, June and September). The interest rate as so determined shall be effective for the applicable calendar quarter. The amount of the regular monthly payments will be determined by amortizing the then unpaid principal amount at the adjusted interest rate, interest payable in arrears, equal monthly payments over twenty (20) years. If the Wall Street Journal discontinues the publication of a Prime Rate, the interest rate will be adjusted to two percentage points over the prime or base rate reported by CitiBank of New York on the same dates as above-described.

If any payment required by this Note is not paid when due, or if there is any default under the deed of trust securing this Note ("default"), the entire principal amount outstanding and accrued interest

and late charges thereon shall at once become due and payable at the option of the Holder, and the indebtedness shall bear interest at the rate of eighteen percent (18%) per annum from the date of default.

After default, Holder shall be entitled to collect from Maker all reasonable costs and expenses of collection, including, but not limited to, reasonable attorneys' fees, costs and expenses incurred in foreclosure or sale under the terms of the deed of trust securing this Note.

Maker and any sureties, guarantors and endorsers hereby waive presentment, notice of honor and protest, and each of them hereby agrees to any extensions of the time of payment and partial payments before, at, or after maturity.

Any notice to Maker provided for in this Note shall be in writing and shall be deemed effective upon (1) delivery to Maker or (2) upon mailing by First Class Mail, addressed to Maker's address stated below or to such other address as Maker may designate by notice to Holder.

The indebtedness evidenced by this Note is secured by a deed of trust of even date herewith, which until this Note is paid in full and the deed of trust released, contains additional rights of Holder. Such rights may cause acceleration of the indebtedness evidenced by this Note. Reference is made to the deed of trust for such additional terms. The deed of trust grants surface rights and water rights in and to property located in Emery and Carbon Counties, Utah as more specifically identified in the deed of trust.

No waiver by the Holder of any default hereunder shall operate as a waiver of any other default or of the same default on a future occasion. Time is of the essence of all terms and conditions of this Note.

MILLION LAND MANAGEMENT COMPANY, INC.

By: _____

Due: October 1, 1996

Maker's Address:
Million Land Management Company, Inc.
245 South Cascade, P.O. Box 25
Montrose, Colorado 81402

DEED OF TRUST

THIS DEED OF TRUST (hereinafter referred to as "Trust Deed") is made this _____ day of _____, 1993, by and among MILLION LAND MANAGEMENT COMPANY, INC., a Colorado Corporation ("Trustor"), whose address is 245 South Cascade, P.O. Box 25, Montrose, Colorado 81402, SOUTH EASTERN UTAH TITLE COMPANY, whose address is 175 East 100 South, Price, Utah 84501 ("Trustee"), and SUNNYSIDE COAL COMPANY, a Colorado corporation authorized to do business in the State of Utah ("Beneficiary"), whose address is The Registry, 1113 Spruce Street, Boulder, Colorado 80302.

WITNESSETH:

WHEREAS, Trustor and Beneficiary desire to grant Beneficiary a security interest in the Real Property and Water Rights as provided below in consideration of the payment of \$1,075,000 set forth in that certain Promissory Note dated October 7, 1993 by and between Trustor and Beneficiary (the "Promissory Note").

NOW, THEREFORE, to secure the payment of the Trustor's obligations pursuant to the above-described Promissory Note and those covenants and obligations herein contained, and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration in hand paid by the Beneficiary to the Trustor, the receipt and sufficiency of which is hereby acknowledged;

Trustor hereby irrevocably GRANTS, TRANSFERS and CONVEYS, UNTO TRUSTEE IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the conditions hereinafter set forth, the following described property:

The surface only of the real property and water rights located in Carbon and Emery Counties, State of Utah, described in

Exhibit "A" attached hereto and made a part hereof, together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Real Property.

For the purposes of securing performance of all obligations of Trustor under the Promissory Note as contained in this Trust Deed.

**TO PROTECT THE SECURITY OF THIS TRUST DEED,
TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:**

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.1 Payment of Secured Obligations. To pay when due the obligations as provided herein or in accordance with the terms of the Promissory Note.

1.2 Payment of Taxes and Assessments. To pay all taxes and assessments on the Trust Estate and to pay all charges and assessments on water and water stock used on or with said Trust Estate unless otherwise abated or discharged.

1.3 Sale. Not to sell the Property or Water Rights, or any part thereof.

1.4 Maintenance. To maintain the Property and all improvements thereon, including corrals, fences, outbuildings and the like, and not to commit waste.

1.5 Timber. Not to cut timber

1.6 Waste. Not to bring any waste material, hazardous or otherwise, on to the Real Property.

1.7 Costs of Collection and Fees of Trustee. To pay all costs of collection, including Trustee's and attorney's fees, in the event of default in payment of the indebtedness secured hereby

and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

1.8 Appointment of Successor Trustee. The Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the office of the County Recorder of Carbon County and by otherwise complying with the provisions of the applicable law of the State of Utah substitute a successor or successor to the Trustee named herein or acting hereunder.

1.9 Trustee's Powers. At any time, or from time to time, without liability therefor, upon written request of Beneficiary and presentation of this Trust Deed for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Trust Deed upon the remainder of the Trust Estate, Trustee may (i) reconvey any part of the said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; (iii) join in granting any easement or creating any restriction affecting this Trust Deed or any agreement subordinating the lien or charge hereof.

1.10 Beneficiary's Power. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned and without affecting the lien or charge of this Trust Deed, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

ARTICLE II RELEASE AND TERMINATION

2.1 Reconveyance. If the obligations which this Trust Deed

secures are met, this Trust Deed shall become null and void and all of the Trustor's interest in the Trust Estate shall revert to Trustor, the entire right, title and interest of Beneficiary shall terminate and Beneficiary shall, promptly after the request of Trustor, execute, acknowledge and deliver to Trustor a reconveyance of the Trust Deed.

ARTICLE III
DEFAULT

3.1 Payment. Trustor shall be in default under this Trust Deed in the event that Trustor fails to perform any material obligation with respect to the Promissory Note or any of the Covenants in this Trust Deed.

3.2 Foreclosure or Sale. In the event of default, Beneficiary may, after thirty days' written notice to Trustor, declare all obligations under the Promissory Note to be immediately due and payable and may foreclose this Trust Deed as a mortgage or a deed of trust as provided by Utah law. In the event of a sale in accordance with Utah Rules of Civil Procedures ("URCP") rule 69(e), Trustor hereby waives authority to direct the order of sale as provided by URCP Rule 69(e)(3).

ARTICLE IV
MISCELLANEOUS

4.1 Notice. Written notice hereunder shall be deemed to have been made if actually delivered or if mailed by registered or certified mail, postage prepaid, addressed as follows:

IF TO TRUSTOR:

Million Land Management Company, Inc.
245 South Cascade, P. O. Box 25
Montrose, Colorado 81402
Attention: _____

IF TO TRUSTEE:

South Eastern Utah Title Company
175 East 100 South
Price, Utah 84501
Attention: Jerry Frandsen

EXHIBIT D
Sunnyside Mine and Permit Area Within
Mining Reclamation Permit.

QUIT CLAIM DEED

SUNNYSIDE COAL COMPANY, a Colorado corporation, Grantor, of 1113 Spruce Street, Boulder, Colorado 80302, hereby quitclaims to MILLION LAND MANAGEMENT COMPANY, INC., a Colorado corporation, Grantee, of 245 South Cascade, P.O. Box 25, Montrose, Colorado 81402, for the sum of _____, the following described property in Carbon County and Emery County, Utah, to wit:

1. Water rights and the Surface only (Surface Estate) of the Real Property described on Exhibit A attached hereto.

Grantor specifically reserves to itself and excludes from this grant all of the minerals in, on or under the Surface Estate, including, without limitation, coal, oil and gas, nitrogen and phosphate, all rights to use the Surface Estate for access to any minerals reserved, to use so much of the Surface Estate as may be reasonably necessary to drill, mine, use or otherwise exploit the minerals without payment for use or damage to the Surface Estate, and to remove support from any part of the Surface Estate which may cause subsidence to the Surface Estate without any liability or cost to Grantor whatsoever.

2. Overriding royalty of eight percent (8%) on any oil and gas produced from the reserved oil and gas underlying the Surface Estate.

Witness the hand of said Grantor, this ____ day of _____, 1993.

SUNNYSIDE COAL COMPANY,
a Colorado corporation

By: _____
Robert M. Burnham, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993 by ROBERT M. BURNHAM, President of Sunnyside Coal Company.

Witness my hand and official seal.

Notary Public
My commission expires: _____

DUE DILIGENCE PROCEDURE

All of Purchaser's personnel must be accompanied by Sunnyside Coal Company ("SCC") personnel when on the Surface Estate.

Purchaser's personnel will contact only those individuals designated by SCC.

Purchaser will limit the number of visitors to a maximum of 3 at any given time.

Purchaser will provide SCC with an agenda of planned activities at least 24 hours in advance of entering the Surface Estate and will conduct its activities at SCC's properties only during normal working hours.

SCC's Contacts:

Sunnyside Mine	(801) 888-4421 (Mine)
Joe Fielder	(801) 888-2581 (Fax)
Boulder Office	(303) 449-5012 (Office)
Robert M. Burnham	(303) 449-0281 (Fax)
Kent Huett	
Utah Legal Counsel	(801) 531-8900 (Office)
Denise A. Dragoo, Esq.	(801) 596-2814 (Fax)