



Suzanne Steab < [suzannesteab@utah.gov](mailto:suzannesteab@utah.gov) >

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## Fwd: Revised MRP Chapter 1 - Wellington

1 message

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**Steve Christensen** < [stevechristensen@utah.gov](mailto:stevechristensen@utah.gov) >

Tue, Oct 15, 2013 at 9:16 AM

To: Suzanne Steab < [suzannesteab@utah.gov](mailto:suzannesteab@utah.gov) >

Here's the latest Wellington permit transfer application. Let me know when it's set up in the findings form thing and I'll get started on it.

Thanks,  
steve



----- Forwarded message -----

From: **Jennings, Michael** < [Michael.Jennings@cbi.com](mailto:Michael.Jennings@cbi.com) >

Date: Tue, Oct 8, 2013 at 3:21 PM

Subject: Revised MRP Chapter 1 - Wellington

To: "Daron Haddock ([daronhaddock@utah.gov](mailto:daronhaddock@utah.gov))" < [daronhaddock@utah.gov](mailto:daronhaddock@utah.gov) >, "Steve Christensen ([stevechristensen@utah.gov](mailto:stevechristensen@utah.gov))" < [stevechristensen@utah.gov](mailto:stevechristensen@utah.gov) >

Cc: "[tpstanley@g1hi.com](mailto:tpstanley@g1hi.com)" < [tpstanley@g1hi.com](mailto:tpstanley@g1hi.com) >

Daron/Steve,

Attached are the revisions to the MRP regarding the transfer of the permit from NEICO to PRT. As you requested I used track changes so that you can easily see all the changes to the plan. The insurance certificate is protected so I couldn't include in the body of the document. It is attached separately to this email. If you have any questions or further edits are required prior to approval of the transfer application please let me know via email or cell phone if you can. I do have a good bit of travel scheduled for this month so if an hard copy correspondence goes to my office it may be a while before I receive.

Do you require a hard copy of the attachments? If so I can put those in the mail tomorrow.

Any further thoughts on the newspaper notice and 30 day issue?

Thanks again for all your help during this process.



**Michael Jennings**

Project Manager  
Environmental & Infrastructure

[720.554.8177](tel:720.554.8177) direct

[970.988.9371](tel:970.988.9371) cell

[303.741.7479](tel:303.741.7479) fax

[michael.jennings@cbi.com](mailto:michael.jennings@cbi.com)

CB&I

9201 E Dry Creek Road

Centennial, CO 80112

[www.CBI.com](http://www.CBI.com)

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Steve Christensen  
Utah Division of Oil, Gas and Mining  
1594 W North Temple, Suite 1210  
Salt Lake City, Utah 84116  
[\(801\) 538-5350](tel:8015385350)  
[stevechristensen@utah.gov](mailto:stevechristensen@utah.gov)

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**2 attachments**

 **CHAPTER 1 - Legal Financial Ownership\_rev1.pdf**  
4045K

 **Appendix C - Ins Certificate.pdf**  
42K



October 8, 2013

Daron R. Haddock  
Coal Program Manager  
Utah Division of Oil, Gas & Mining  
1594 W North Temple, Suite 1210  
Salt Lake City, Utah 84116

Dear Mr. Haddock;

RE: Wellington Prep Plant

CB&I, formerly Shaw Environmental, Inc., is presenting the attached revised permit transfer application on behalf of Price River Terminal, LLC (PRT). The application has been revised to include additional information regarding the owners and operators of proposed transloading facility, a statement concerning mining and reclamation plans, the affidavit of publishing the permit notice in the newspaper, and the certificate of liability insurance.

Please let me know if you have any questions or require additional information at this point. I can be reached via email at [Michael.jennings@cbi.com](mailto:Michael.jennings@cbi.com) or at 970-988-9371.

Sincerely,

CB&I (Shaw Environmental, Inc.)

Michael Jennings  
Project Manager

Enclosures: Forms C1-C2  
Chapter 1 of the Mining and Reclamation Plan  
Appendix A – Purchase and Sale Agreement  
Appendix B – Key Plan  
Appendix C – Certificate of Insurance  
Appendix D – Affidavit of Publishing

# APPLICATION FOR COAL PERMIT PROCESSING

Permit Change  New Permit  Renewal  Exploration  Bond Release  Transfer

Permittee: Price River Terminal, LLC

Mine: Wellington Preparation Plant

Permit Number: C/007/012

Title: Transfer of Ownership

Description, Include reason for application and timing required to implement:

PRT has an agreement to purchase the Wellington facility from NEICO and requests transfer of permit to PRT

**Instructions:** If you answer yes to any of the first eight questions, this application may require Public Notice publication.

- Yes  No 1. Change in the size of the Permit Area? Acres: \_\_\_\_\_ Disturbed Area: \_\_\_\_\_  increase  decrease.
- Yes  No 2. Is the application submitted as a result of a Division Order? DO# \_\_\_\_\_
- Yes  No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- Yes  No 4. Does the application include operations in hydrologic basins other than as currently approved?
- Yes  No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- Yes  No 6. Does the application require or include public notice publication?
- Yes  No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- Yes  No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- Yes  No 9. Is the application submitted as a result of a Violation? NOV # \_\_\_\_\_
- Yes  No 10. Is the application submitted as a result of other laws or regulations or policies?

*Explain:* \_\_\_\_\_

- Yes  No 11. Does the application affect the surface landowner or change the post mining land use?
- Yes  No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- Yes  No 13. Does the application require or include collection and reporting of any baseline information?
- Yes  No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- Yes  No 15. Does the application require or include soil removal, storage or placement?
- Yes  No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- Yes  No 17. Does the application require or include construction, modification, or removal of surface facilities?
- Yes  No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- Yes  No 19. Does the application require or include certified designs, maps or calculation?
- Yes  No 20. Does the application require or include subsidence control or monitoring?
- Yes  No 21. Have reclamation costs for bonding been provided?
- Yes  No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- Yes  No 23. Does the application affect permits issued by other agencies or permits issued to other entities?
- Yes  No 24. Does the application include confidential information and is it clearly marked and separated in the plan?

**Please attach three (3) review copies of the application. If the mine is on or adjacent to Forest Service land please submit four (4) copies, thank you.** (These numbers include a copy for the Price Field Office)

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

Timothy P Stanley                      President                      10/18/13                      *Timothy P. Stanley*  
 Print Name                      Position                      Date                      Signature (Right-click to choose certify then have notary sign below)

Subscribed and sworn to before me this 8 day of October, 2013

Notary Public: Pauline S. Poling, state of Ohio

My commission Expires: 5-4-2016

Commission Number: \_\_\_\_\_ } ss:

Address: 833 S. High St

City: Columbus State: Oh Zip: 43206



PAULINE S. POLING  
 Notary Public, State of Ohio  
 My Comm. Expires May 4, 2016

<b>For Office Use Only:</b>    	Assigned Tracking Number:	Received by Oil, Gas & Mining
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# CHAPTER 1

R645-301-100

LEGAL, FINANCIAL, OWNERSHIP & COMPLIANCE

# **INTRODUCTION AND EXECUTIVE SUMMARY**

## **1.00 Introduction and Brief History**

The Wellington Preparation Plant is located in Carbon County, Utah in portions of Sections 8, 9, 10, 15, 16 and 17, Township 15S, Range 11 E, SLBM. The Plant was originally established in 1958 by United States Steel Corporation as a coal cleaning, preparation and loading facility. The Plant was in continuous operation until 1985 and was subsequently sold to Kaiser Coal Corporation in 1986. After the latter declared bankruptcy, the Plant was purchased through the court by Genwal Coal Company, a wholly owned subsidiary of Nevada Electric Investment Company (NEICO), in August 1989. The operator for Genwal was Castle Valley Resources (CVR).

Pursuant to a Joint Ownership & Operation Agreement dated as of July 1, 1991, and executed as of July 11, 1991, Intermountain Power Agency (IPA) and NEICO jointly owned certain coal and load out properties including portions of the Wellington Preparation Plant's permit area. By a Coal Sales and Loading Services Agreement dated July 1, 1991 and executed July 11, 1991, CVR agreed with IPA and NEICO to operate and maintain load out properties including the Wellington Preparation Plant.

Genwal later became the operator of the Joint Ownership land co-owned by NEICO and IPA. In other words, NEICO and IPA owned a portion of the area called "Joint Ownership Area" (approximately 120.2 acres). The operator at that time was Genwal. NEICO, however, was sole owner and operator of the remainder of the property (approximately 1579.6 acres).

Pursuant to a Special Warranty Deed (dated January 11, 1995) IPA deeded to NEICO their interest in the Joint Ownership Area. A "Termination Agreement" between IPA and NEICO was signed simultaneously to sale NEICO's interest in the Crandall Canyon Project to Andalex Resources, Inc. (Genwal). Therefore NEICO has been sole owner and operator of the entire Wellington Preparation Plant property (ACT/007/012) since January 1995. No operations have been conducted at the property since 2004 and the plant was placed in temporary cessation in 2007.

Nevada Power Company merged with Sierra Pacific Resources (Reno) in July 1999. By 2012, Nevada Power Company became an operating affiliate of NV Energy, Inc, (NEICO is an affiliate of Nevada Power Company).

Elevation at the Wellington Plant is approximately 5,300 - 5,500 feet above sea level, with mean annual precipitation of six to eight inches. The site lies primarily on gently rolling slopes of Mancos Shale and valleys of alluvial deposits and is characterized by salt desert shrub vegetation communities. The Union Pacific railroad passes through the site and the Price River also dissects the property. Historic land use of the area has been dominated by grazing of domestic livestock, wildlife habitat and limited crop production. About 400 acres within the property boundaries have been disturbed by coal cleaning and preparation operations since 1958.

## **History of Operations at Wellington**

From 1958 until 1985, the operation history of the property was that of receiving coal by rail, preparation of coal (coal cleaning), and shipping a blended product by rail. When Genwal Coal Company purchased the area that operation was terminated. The railroad load-out facility at Wellington then consisted of a much simplified flow of product. Coal was crushed at the mine site, transported by truck to the Wellington facility, temporarily stored on the ground, screened, and then loaded into waiting railcars.

The actual loading operation was part of a new system installed by Genwal Coal Company in September and October of 1989 and made operational during November of 1989. The new loading system used only one conveyor belt system of the old Kaiser/U.S. Steel preparation plant. The Wellington Loadout Facility was later used to only store and load coal. Following that, all transportation of coal from the mine and screening was discontinued.

In 1997 NEICO, designated Earthco as the Operator of the Wellington Preparation Plant. Earthco began reclamation of the site and by initiating a post-mining land use change to industrial. During this operation, all buildings and most structures west of the Price River were demolished and salvaged. The area was also graded in preparation for development of an industrial site. Later, additional clean-up and grading work was done in the same area under the direction of NEICO.

On the east side of the Price River, a modular coal fines wash plant, truck loadout, slurry tank, NW tailings impoundment and retention berm, power lines and above ground water and tailings pipelines was constructed to recycle the coal refuse from the slurry ponds area. The area to implement this process was leased by company called Covol Technologies. This use is entirely consistent with all previous activities that have occurred and been permitted in the past. Site grading, diversions and sediment control measures have been directed to control any runoff that may occur into the Lower Refuse Pond or into Alternative Sediment Control Areas (ASCA's) 4 & 5. The majority of the facilities are located on the previously disturbed Coarse Slurry Pile. A substation is located near the wash plant. The river pumphouse will not be refurbished to pump water. However, a pump was being installed in a supply well near the river pumphouse.

The type of equipment installed to process the coal fines includes conveyors, screens, hoppers, flotation columns, centrifuges, pumps, tanks, and cyclones. Construction was done in a phased

manner to allow for some production of washed fines to begin while the final additions to the plant were made. The final reclamation design at the plant site on the Coarse Slurry Pile was consistent with the current reclamation plan. Covol's modular coal fines wash plant was idle for much of 1999. Another company, TechMat, LLC, signed a lease to resume these activities. Following cessation of the TechMat operations, the wash plant was dismantled, salvaged and the site was reclaimed in 2004. An office notice of temporary cessation was submitted to DOGM in 2007.

Since the cessation of operations NEICO has attempted to sale the property and in June 2013 announced intentions to transfer the property and mining permit to Price River Terminal, LLC (PRT). The Purchase and Sale Agreement between NEICO and PRT is presented in **Appendix A**.

~~PRT plans to operate the property as a "Crude by Rail" transloading facility. Crude oil will be delivered to PRT by truck where it will be transferred from trucks to railcars for shipment to various crude oil refineries throughout the United States. Development of the property is scheduled to be completed in four phases. A key plan describing each of the scheduled phases and their location on the property is presented in **Appendix B**.~~

**Property Description and Acreage**

The property description and applicable acreage of the current permit area is presented below.

The permit area is located at 6000 Wash Plant Road, City of Wellington, and Carbon County, Utah. A total of 1573.5 acres are current in the permit area. A property description of the permit area is given below.

Township 15 South, Range 11 East, Salt Lake Base and Meridian:

- Section 8 E1/2 SE1/4 (portions s. of Ridge Road), W1/2 SE1/4  
(portions s. of Ridge Road; excl. portion n. of railroad tracks)
- Section 9 S1/2, portions of S1/2 N1/2,
- Section 10 W1/2 SW1/4
- Section 15 W1/2 NW1/4
- Section 16 All
- Section 17 E1/2 SE1/4 NE1/4

<b>Wellington Preparation Plant Acreage</b>	
<b>Undisturbed</b>	<b>1307.8</b>
<b>Total Disturbed/Bond (see Dwg. E9-3333)</b>	<b>392.0</b>
<b>Total Permit Acreage (see Dwg. E9-3341 and E9-3333)</b>	<b>1699.8</b>
<b>Area Removed from Permit Area (north of Ridge Road)</b>	<b>126.3</b>
<b>Total of the Present Permit Area</b>	<b>1573.5</b>

## Proposed Activities

PRT plans to operate a small section of the property in the northwest corner as a "Crude-by-Rail" transloading facility. Crude oil will be delivered to PRT by truck where it will be transferred from trucks to railcars for shipment to various crude oil refineries throughout the United States. Oil will be transferred with the use of three mobile loading racks. Development of the transloading operation property is scheduled to be completed in four phases. A key plan describing each of the scheduled phases and their location on the property is presented in Appendix B. No mining activities will be conducting in the section of the property dedicated to the transloading process.

Initial activities for the transloading operation include the regrading of the existing access road leading from Ridge Road to the transloading area, placement of a mobile office trailer that will contain a break room and conference room, construction of a stormwater containment basin and minor rehabilitation of the rail tracks.

The Utah Division of Water Quality is requiring a separate stormwater permit and pollution prevention plan (SWPPP) for the transloading operation. The containment basin and supporting diversion structures will be designed to keep stormwater and any releases from the transloading operation within that section of the property and separate from the rest of the site. Designs and construction plans for the containment basin will be submitted to the division when complete. The design will include criteria to meet the 10 year, 24 hour stormwater runoff requirement.

## 1.20 LEGAL/FINANCIAL/OWNERSHIP

### IDENTIFICATION OF INTERESTS - (R645-301-112)

#### 112.100 Identification of Permittee, Operator, and Owner

##### 112.300 Names and Addresses of Officers, Directors

###### **OWNER**

Price River Terminal, LLC  
3215 West 4<sup>th</sup> Street  
Fort Worth, TX 76107  
614-832-3578  
Employer Identification Number: 46-3234994

As an LLC, Price River Terminal does not have any officers and is 84% owned by Global One Transport, Inc. There are no other entities with a greater than 10% ownership of Price River Terminal. Listed below are company information, including the officers and their ownership percentage of Global One.

Global One Transport, Inc.  
3215 West 4<sup>th</sup> Street  
Fort Worth, TX 76107  
614-832-3578  
Employer Identification Number: 20-1528722

<b><u>Global One Transport, Inc. Officers</u></b>			
<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Ownership</u></b>	<b><u>Date Position Began</u></b>
<u>Darrell D. Dial</u>	<u>Chairman and Treasurer</u>	<u>25%</u>	<u>May 25, 2005</u>
<u>Timothy P. Stanley</u>	<u>President and CEO</u>	<u>25%</u>	<u>May 25, 2005</u>
<u>Jason D. Dial</u>	<u>Vice President and Secretary</u>	<u>25%</u>	<u>May 25, 2005</u>
<u>Russell D. Dial</u>	<u>Vice President</u>	<u>25%</u>	<u>May 25, 2005</u>

###### **OPERATOR**

Watco Transloading, LLC  
315 W 3<sup>rd</sup> Street  
Pittsburgh, KS 66762  
(620) 231-2230  
Employer Identification Number: 27-0732018

NOTE: Watco Transloading, LLC will only be performing work related to the oil transloading process and will not be involved in any mining or reclamation activities.

<b><u>Watco Transloading, LLC Officers</u></b>			
<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Ownership</u></b>	<b><u>Date Position Began</u></b>
<u>Richard B. Webb</u>	<u>Chief Executive Officer</u>	<u>None</u>	<u>September 11, 2009</u>
<u>Terrance D. Towner</u>	<u>President</u>	<u>None</u>	<u>September 11, 2009</u>

<b>Watco Transloading, LLC Officers</b>			
<b>Name</b>	<b>Title</b>	<b>Ownership</b>	<b>Date Position Began</b>
<a href="#">Gary L. Lundy</a>	<a href="#">Executive Vice-President, Secretary and Treasurer</a>	<a href="#">None</a>	<a href="#">September 11, 2009</a>
<a href="#">Arthur E. McKechnie, III</a>	<a href="#">Executive Vice-President, Assistant Secretary and Chief Commercial Officer</a>	<a href="#">None</a>	<a href="#">March 15, 2013</a>
<a href="#">Craig R. Richey</a>	<a href="#">Executive Vice-President, Assistant Secretary and General Counsel</a>	<a href="#">None</a>	<a href="#">September 11, 2009</a>
<a href="#">Rick D. Baden</a>	<a href="#">Executive Vice-President, Assistant Secretary and Chief Operating Officer</a>	<a href="#">None</a>	<a href="#">September 11, 2009</a>
<a href="#">Matt McKenzie</a>	<a href="#">Executive Vice-President, Assistant Treasurer and Chief Financial Officer</a>	<a href="#">None</a>	<a href="#">March 15, 2013</a>
<a href="#">Dan Smith</a>	<a href="#">Senior Vice-President of Operations</a>	<a href="#">None</a>	<a href="#">March 15, 2013</a>
<a href="#">Tim Haas</a>	<a href="#">Vice-President of Operations</a>	<a href="#">None</a>	<a href="#">March 15, 2013</a>

[The only entity with a greater than 10% ownership in Watco Transloading, LLC is Watco Holdings, Inc.](#)

[Watco Holdings, Inc.](#)

[315 W 3<sup>rd</sup> Street](#)

[Pittsburgh, KS 66762](#)

[\(620\) 231-2230](#)

[Employer Identification Number: 27-3775072](#)

[Below are listed the entities with a greater than 10% ownership in Watco Holdings, Inc.](#)

[Kaye Lynn Webb Grantor Retained Annuity Trust No. 1, under trust agreement dated December 30, 2009](#)

[Trustees: James B. Betterman and Richard B. Webb](#)

[2345 Grand Avenue Blvd, Suite 2200, Kansas City, MO 64108](#)

[EIN: 27-6558600](#)

[The Kaye Lynn Webb Irrevocable Trust of 2009, under trust agreement dated December 30, 2009](#)

[Trustees: James B. Betterman and Richard B. Webb](#)

[2345 Grand Avenue Blvd, Suite 2200, Kansas City, MO 64108](#)

[EIN: 27-6558570](#)

**Name(s) under which permittee and operator previously operated mining activities (R645-301-320):**

~~[Neither PRT nor Watco](#)~~[Neither Price River Terminal, LLC; Global One Transport, Inc.;](#)  
[Watco Transloading LLC; nor Watco Holdings, Inc. have previously operated a mine or](#)  
[conducted mining activities within the past five years.](#)

~~Permittee and Owner: The permittee and owner, Price River Terminal, LLC (PRT), is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.~~

~~Operator: The operator, Watco Transloading, LLC, d/b/a Watch Terminal & Port Services~~

~~(Wateo), is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas.~~

~~Affiliates: The majority (84%) of PRT is owned by Global One Transport, Inc., a privately held, Texas corporation.~~

~~Names, Addresses & Telephone Numbers:~~

~~————— **Permittee**~~

~~PRT~~

~~3215 West 4<sup>th</sup> Street~~

~~Fort Worth, TX 76107~~

~~(239) 985-9309~~

~~Employer Identification Number: 46-3234994~~

~~————— **Operator**~~

~~Wateo~~

~~315 W 3<sup>rd</sup> Street~~

~~Pittsburgh, KS 66762~~

~~(620) 231-2230~~

~~Employer Identification Number: 27-0732018~~

**112.210 Name, Address & Telephone Number of Resident Agent:**

Patrick D. Collins, Ph.D.  
Mt. Nebo Scientific, Inc.  
330 East 400 South, Suite 6  
P.O. Box 337  
Springville, UT 84663  
(801) 489-6937

**112.230 Abandoned Mine Land Reclamation Fee**

The operator listed below will be responsible for the Abandoned Mine Reclamation Fee if "mining" occurs on the property and if this fee is still assessed for the type of mining that is proposed for future activities.

WATCO  
315 W 3<sup>rd</sup> Street  
Pittsburgh, KS 66762  
(620) 231-2230  
Employer Identification Number: 27-0732018

~~112.300 Names and Addresses of Officers, Directors~~

Permittee & Owner:

<b>PRT Officers (Present)</b>	
<b>Name</b>	<b>Title</b>
Timothy P. Stanley	President
Russell D. Dial	Vice President
Jason D. Dial	Secretary
Darrel D. Dial	Treasurer

Operator:

<b>Wateo Officers* (Present)</b>	
<b>Name</b>	<b>Title</b>
<del>Richard B. Webb</del>	<del>Chief Executive Officer</del>
<del>Terrance D. Towner</del>	<del>President</del>
<del>Gary L. Lundy</del>	<del>Executive Vice President, Secretary and Treasurer</del>
<del>Arthur E. McKechnie, III</del>	<del>Executive Vice President, Assistant Secretary and Chief Commercial Officer</del>
<del>Craig R. Richey</del>	<del>Executive Vice President, Assistant Secretary and General Counsel</del>
<del>Rick D. Baden</del>	<del>Executive Vice President, Assistant Secretary and Chief Operating Officer</del>
<del>Matt McKenzie</del>	<del>Executive Vice President, Assistant Treasurer and Chief Financial Officer</del>
<del>Dan Smith</del>	<del>Senior Vice President of Operations</del>
<del>Tim Haas</del>	<del>Vice President of Operations</del>

\* There are no directors as Wateo Companies, LLC, is member managed

~~Name(s) under which permittee and operator previously operated mining activities (R645-301-320):~~

~~Neither PRT nor Wateo have previously operated a mine or conducted mining activities.~~



**112.400 Pending, Current and Previous Coal Permits:**

Permittee's Previous Coal Permits: Not Applicable

Owner's Previous Coal Permits: Not Applicable

**112.500 Legal or Equitable Owners of Record**

The legal or equitable owner of the areas to be affected by the surface operator and facilities of the permit applicant are:

PRT  
3215 West 4<sup>th</sup> Street  
Fort Worth, Texas 76107

**112.510 The Holders of Record of Any Leasehold Interest in Areas to be Affected by Surface Operation of Facilities**

MCI  
136 East South Temple  
University Club Bldg., Suite 2000  
Salt Lake City, UT 84111

**112.520 Owner of Coal Estate for the Mined Areas**

Not applicable

**112.600 Owners of Record of Surface Areas Within and Contiguous to the Permit Area:**

**Property Owners: Inside Permit Boundary**

NOTE: The parcels owned by Nevada Electric Investment Co. will be deeded to PRT upon closing of the property sale.

<u>Name &amp; Address</u>	<u>Parcel Number</u>	<u>Acres</u>
Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001	02-2174	80.00
Nevada Electric Investment Co. P.O. Box 10100 Reno, NV 89520-0000	02-1931-C	413.95
Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001	02-1664-3	80.00
Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001	02-1664-4	523.86
Nevada Electric Investment Co. 6226 W Sahara Ave. P.O. Box 230 Las Vegas, NV 89151-0001	02-1664-5	203.80
Nevada Electric Investment Co. 2835 S Jones Blvd Suite 5 Crandall Canyon Project Las Vegas, NV 89151-0001	02-1664-6	120.04
Denver & Rio Grande Western Railroad Union Pacific Railroad Co. One market Plaza SP Bldg Property Tax Dept. Room 200 San Francisco, CA 94105-0000	2A-1690	6.07
Wellington City P.O. Box 559 Wellington, UT 84524-0000	2-1944	0.88

## Property Owners: Adjacent to Permit Boundary

Name & Address	Parcel Number	Acres
Lee Ann C. P.O. Box 146 Mayfield, UT 84643-0000	2-1951-4	5.0
Roger Brown 401 Catherine St. Steelton, PA 17113	2-1951	10.24
Dee L. Hugely 845 N Castle Heights Dr. Price, UT 84501	2-1947	29.47
Delbert K & Brenda Thayne 7488 E Highway 6 Price, UT 84501	2-2172	117.17
United States of America Bureau of Land Management No Address listed	2A-1656-10F Section 10, T15S, R11E, SLB&M	None listed
United States of America Bureau of Land Management No Address listed	2A-1656-15F Section 15, T15S, R11E, SLB&M	None listed
United States of America Bureau of Land Management No Address listed	2A-1656-22F Section 22, T15S, R11E, SLB&M	None listed
United States of America Bureau of Land Management No Address listed	2A-1656-21F Section 21, T15S, R11E, SLB&M	None listed
United States of America Bureau of Land Management No Address listed	2A-1656-10F Section 10, T15S, R11E, SLB&M	None listed
Utah State Institutional Trust Lands No Address listed	2A-1656-20S Section 20, T15S, R11E, SLB&M	None listed
Birch Creek Limited Partnership Arrowwood Management Corp. 3225 McLeod Dr. Suite 100 Las Vegas, NV 89121	2A-9-A	640.00
United States of America Bureau Of Land Management No Address listed	2A-1656-8F Section 8, T15S, R11E, SLB&M	None listed
Emery Industrial Resources, Inc. 148 S. 100 E.	2-1930-28	5.00

Spanish Fork, UT 84660

Sharon Hansell ETAL P.O. Box 264 Riverton, UT 84065	2-1930-JB	11.0
Dale L. & Barbra H. Terry 1290 E 300 N Price, UT 4501	2-1930-5	94.83
Wellington Mountaineer P.O. Box 921 Wellington, UT 84542	2-1946-1	5.10
Carbon County Carbon County Clerk 120 East Main St. Price, UT 84501	County Road #480 Ridge Road	None Listed

### **112.610 The Holders of Record of Any Leasehold Interest in the Coal to be Mined**

Not applicable

### **112.700 Mine Structures that require MSHA Numbers**

Plant Refuse Pile - 1211-UT-09-00099-01

Clear Water Pond - 1211-UT-09-00099-02

Lower Refuse Pond - 1211-UT-09-00099-03

Upper Refuse Pond - 1211-UT-09-00099-04

Pond Refuse Pile - 1211-UT-09-00099-05

### **112.800**

There are no outstanding interests in lands, options or pending bids on interests held or made by the applicant for lands which are contiguous to the areas to be covered by the permit.

### **VIOLATION INFORMATION (R645-301-113)**

#### **113.100 Compliance Information**

Neither the permittee, operator, nor owner, nor any of their subsidiaries, affiliates or persons controlled by or under common control with the permittee has had a federal or state mining permit suspended or revoked in the last five years.

The permittee has not forfeited a performance bond or similar security deposited in lieu of bond in the past five.

#### **113.200 Explanations of Suspensions, Revocations and Forfeitures**

Not applicable

#### **113.300 Violation Notices**

No violation notices have been issued to the permittee in connection with any underground or surface coal mining activities for the past five-year period.

## **RIGHT OF ENTRY INFORMATION (R645-301-114)**

### **114.100 Right of Entry and Operations Information**

PRT will grant Watco the right of entry.

### **114.200**

Not applicable

## **R645-301-115 STATUS OF UNSUITABILITY CLAIMS**

### **115.100 Unsuitability Claims**

The permit area is not within an area designated as unsuitable or under study as an area designated as unsuitable under R645-103-300, R645-103-400, or 30 CFR 769.

### **115.200**

Not applicable

### **115.300 Distances From Dwellings and Public Road**

As described in the key plan (**Appendix B**) the start of access road regarding will begin approximately 400 feet from the county road. The west rail yard reconfiguration in Phase II will take place approximately 500 feet from the county road. All other planned construction and operations will be at greater distances.

There are currently no residential dwellings on the property. The closest off property residential dwelling is approximately 1/2-mile north of the property.

## **R645-301-116 PERMIT TERM INFORMATION**

The permit renewal date occurs on a 5-year basis.

### **116.100 Coal Mining and Reclamation Operations**

PRT intends to begin the process of reclaiming the site within 18 months after closing on the property. Based on the preliminary analysis of the on-site coal material, provided to PRT by the Seller, we believe that there is an opportunity to remove a significant portion of this material from the site prior to performing the reclamation. This is obviously good for both the state and PRT. We intend to have the coal fines sampled and analyzed to determine what portion of the material is "saleable." We have been approached by several companies that are interested in purchasing some of this material once we have current quality data and we have also been approached by a local co-generation facility that is interested in removing the coal material for use in their facility. Based on the amount of material on site, we

believe that it will take several years to remove all of the marketable material and complete the reclamation of the coal fines area.

## PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE (R645-301-117)

### 117.100 Certificate of Insurance

~~Copies of Insurance Certificates will be provided to DOGM when available. A Certificate of Liability Insurance has been issued to Price River Terminal with DOGM named as additionally insured. The coverage amounts of \$6 million for both each occurrence and general aggregate exceed the minimum insurance coverage requirements. A copy of the insurance certificate is presented in Appendix C.~~

### 117.200 Newspaper Advertisement and Proof of Publication

A copy of the ~~proposed advertisement of the property sale~~ Affidavit of Publication in the Sun Advocate is presented in **Appendix CD**. ~~Upon DOGM approval of the permit transfer application, the notice will be published in the Sun Herald for 30 days. After the notice is published PRT will provide DOGM with proof of publication.~~

### 117.210 Statement by Operator

A statement by the owner, PRT, agreeing to comply with appropriate requirements will be provided upon closing of the property sale.

## **Appendix A**

### **Purchase and Sale Agreement**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

This Purchase and Sale Agreement (the “Agreement”) is made and entered by and between Nevada Electric Investment Company, a Nevada corporation, (referred to as either “Seller” or “NEICO”) and Price River Terminal, LLC, a Texas limited liability company (“Buyer”). Seller and Buyer are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

**RECITALS**

A. As referenced throughout this Agreement, the “Wellington Property” consists of Seller’s rights in and to the surface estate to approximately 1,535 acres of land, more particularly described on Exhibit A attached hereto, together with appurtenant water rights (if any), rights-of-way, surface improvements, waste coal or coal fines, and mineral rights (if any) included with the Wellington Property owned by Seller. The mineral estate of the Wellington Property has, in general, been previously segregated from the title to the surface estate of the Wellington Property and, therefore, is not included in the transfer of title to the Wellington Property. The Wellington Property is also subject to Seller’s reservation of a springing easement and right-of-way and subject to other easements and encumbrances of record, visible upon the Wellington Property, or enforceable in law or in equity, as addressed herein.

B. The Wellington Property is potentially in need of mine reclamation and/or environmental remediation prior to or in conjunction with development. Pursuant to Environmental and Reclamation Laws (as defined in Section 1.1 below), Seller may be potentially responsible, along with other former owners and operators, for Environmental and Reclamation Liabilities. Therefore, Seller desires to be protected against any such exposure and against any liability that may be incurred after the Closing as a result of Environmental and Reclamation Liabilities on the Wellington Property, and Buyer is willing to provide such protection.

C. Seller desires to convey the Wellington Property to Buyer and agrees to accept Buyer’s assumption of all potential Environmental and Reclamation Liabilities whether arising before or after the date of this Agreement and certain other Buyer obligations as consideration for this conveyance, in accordance with the terms and conditions of this Agreement.

D. Buyer desires to acquire the Wellington Property from Seller and agrees to assume all potential Environmental and Reclamation Liabilities and perform certain other obligations as consideration for this conveyance, in accordance with the terms and conditions of this Agreement.

E. As part of the consideration for this transaction, Buyer agrees to purchase certain insurance policies to provide coverage for the aforementioned Environmental and Reclamation Liabilities assumed by Buyer in accordance with the terms and conditions of this Agreement.

F. Global One Transport, Inc., a Texas corporation, (“Global”), the Managing Member of Buyer, and Seller have signed a non-binding Letter of Intent dated August 13, 2012 (“Letter of Intent”) in regard to this Agreement, and Global, on behalf of Buyer, has paid Seller ten thousand US dollars (\$10,000) which constitutes fifty percent (50%) of the non-refundable

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

Transactional Fee (as defined in the Letter of Intent) to Seller for the cost to provide certain information to Buyer pursuant to that Letter of Intent.

G. At the execution of this Agreement, Global, on behalf of Buyer, will pay Seller a non-refundable \$10,000 USD cash Transaction Fee for Seller's costs of the sale of the Wellington Property to Buyer.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
CONSIDERATION**

1. **PURCHASE AND SALE.** Buyer agrees to purchase and Seller agrees to sell the Wellington Property for the following Consideration to be paid by Buyer to Seller for the acquisition of the Wellington Property, in accordance with the terms and conditions of this Agreement. The consideration for such purchase and sale (the "Consideration") consists of the following:

1.1 **Assumption of Environmental and Reclamation Liabilities.** As Consideration for Buyer's acquisition of the Wellington Property, Buyer shall accept and assume all Environmental and Reclamation Liabilities, under Environmental and Reclamation Laws, including, without limitation, all environmental remediation and mining reclamation obligations, costs, permits, reclamation plans, and responsibilities required by any governmental agency, at present or in the future, upon or associated with the Wellington Property.

For purposes of this Agreement, "Environmental and Reclamation Liabilities" means costs, penalties, permits, liabilities or other obligations associated with mine reclamation and/or environmental remediation (including associated environmental investigation, characterization and monitoring activities) of the Wellington Property before and after the sale of the Wellington Property and tort liabilities for damages or injuries to third parties arising from or in connection with the Wellington Property.

For purposes of this Agreement, "Environmental and Reclamation Laws" shall mean all federal, state, district, and local laws, all rules or regulations promulgated thereunder, and all orders, consent orders, judgments, notices, permits, injunctions or demand letters issued, promulgated or entered pursuant thereto, relating to pollution or protection of the environment or mined land reclamation, including without limitation (i) laws relating to emissions, discharges, releases or threatened releases of hazardous substances, pollutants, contaminants, chemicals, materials, wastes or other substances into the environment; (ii) laws relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, recovery, transport or other handling of hazardous substances, pollutants, contaminants, chemicals, industrial materials, wastes, or other substances; (iii) laws relating to mined land reclamation; and (iv) statutory and common laws relating to toxic torts, including nuisance, trespass, negligence, waste, and personal injury. Environmental and Reclamation Laws shall include,

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*; the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. 1201 *et seq.*; the Utah Mined Land Reclamation Act, Utah Code Ann. § 40-8-1 *et seq.*; the Utah Coal Mining and Reclamation Act, Utah Code Ann. § 40-10-1 *et seq.*; and all existing and future amendments to those statutes.

Buyer shall employ, at a minimum, the following means of protecting Seller from, and assuming responsibility for, the Environmental and Reclamation Liabilities: (a) Buyer's acceptance of Seller's assignments, as approved by the appropriate governmental agencies, of all permits applicable to the Wellington Property; (b) Buyer's replacement of Seller's reclamation surety bond with the Utah Division of Oil, Gas, and Mining (DOG M) on the Wellington Property in order that Seller's reclamation bond and Seller's mine reclamation obligations be released by DOGM; (c) Buyer's obtaining and maintaining the Commercial General Liability Insurance Policy (the "Commercial General Liability Insurance") as defined in Section 1.1(C) below; and (d) Buyer's obtaining and maintaining the Pollution Liability Insurance Policy as defined in Section 1.1(D) below. These four components of Buyer's assumption of the Environmental and Reclamation Liabilities are more fully described as follows:

(A) Approved Assignments of Permits. Buyer will obtain written approvals from the applicable governmental agencies for Seller's assignment to Buyer of all permits and Buyer's acceptance from Seller of the following permits applicable to the Wellington Property:

- (1) Non-Federal Permit No. C/007/0012 issued by DOGM for the Wellington Property;
- (2) Air Quality Permit DAQE-997-92, including that Approval Order (AO) issued October 28, 1992, by the Utah Division of Air Quality for the Wellington Property;
- (3) Utah Pollutant Discharge Elimination System Permit No. UTG040010 issued by the Utah Division of Water Quality for the Wellington Property;
- (4) Dam Permits/Approvals issued by the Utah Division of Water Rights for structures on the Wellington Property;
- (5) Mine Safety and Health Administration (MSHA) permits issued by MSHA for the Wellington Property, including Permit No. 1211-UT-09-00099-01-05; and
- (6) Any other permits relating to the Wellington Property or Seller's use of the Wellington Property.

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

Buyer will obtain the appropriate agency's written approval for each assignment of permit, pursuant to the applicable statutory and regulatory requirements (including requirements for notice and publication) for that permit from each governmental agency. The governmental approvals required in this Section 1.1(A), along with the documents required in Section 1.1(B), shall hereinafter be collectively referenced as the "Governmental Approvals." Buyer's obtaining these Governmental Approvals is a condition precedent to Closing, and if such approvals have been obtained, such Governmental Approvals shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended. In the event Buyer has applied for such Governmental Approvals within thirty (30) days after the Effective Date of the Agreement but has not obtained any such Governmental Approvals by the end of the Due Diligence Period, as extended, for any reason, this Agreement shall automatically terminate, unless extended in writing by the Parties.

(B) Replacement Reclamation Bond. On or before the last day of the Due Diligence Period, as extended, Buyer will obtain a commitment from a surety acceptable to DOGM that at the Closing such surety will issue an appropriate replacement surety bond payable to DOGM for the Wellington Property, in order to replace Seller's mine reclamation surety bond in the approximate amount of four million one hundred and forty-two thousand dollars and no cents (\$4,142,000.00). Also on or before the last day of the Due Diligence Period, as extended, Buyer will obtain written confirmation of DOGM's acceptance of Buyer's replacement bond and DOGM's commitment to release Seller's surety bond and release any liability of Seller in regard to mine reclamation of the Wellington Property upon the issuance of such bond. Seller will use its commercially reasonable efforts to assist Buyer in obtaining the approvals, bonds and confirmations in accordance with this Section. Proof of Buyer's replacement mine reclamation surety bond, DOGM's written acceptance of Buyer's replacement reclamation bond, and DOGM's written release of Seller's surety bond and release of Seller from mine reclamation responsibility, are documents that shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended, and are conditions precedent to Closing.

(C) Commercial General Liability Insurance Policy. As a condition precedent to Closing, Buyer will obtain, pay the premium for, and add Seller and its parent company "Nevada Power Company d/b/a NV Energy" as additional insureds to a Commercial General Liability Insurance policy (the "Commercial General Liability Insurance Policy") having coverage requirements reasonably acceptable to Seller with the following minimum requirements:

- (1) Commercial general liability insurance coverage, with a combined \$6 Million single limit for each occurrence and \$6 Million annual aggregate, which limits may be met by acquiring an umbrella policy, with such coverage remaining in place for a period of twenty (20) years from the closing; and
- (2) Inclusion of the requirements listed in Section 1.1(E) below.

A copy of the Commercial General Liability Insurance policy shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

(D) Pollution Legal Liability Insurance Policy. In addition, as a condition precedent to Closing, Buyer will obtain at its sole cost and expense, pay the premium for, and add Seller and its parent company “Nevada Power Company d/b/a NV Energy” as additional insureds under, a pollution legal liability insurance policy (the “Pollution Liability Insurance Policy”) with coverage requirements reasonably acceptable to Seller, covering the surface conditions, soil, soil vapor, surface water, groundwater and air quality throughout the Wellington Property, including the Wellington Preparation Plant, as well as the permitted portions of the Wellington Property. At a minimum, the Pollution Liability Insurance Policy will have a per incident limit of not less than \$10 Million including defense costs and recoverable costs. The initial policy term will be for five (5) years for new conditions and ten (10) years for preexisting conditions and will be renewed for additional five (5)-year terms, as commercially available, for the lesser of twenty (20) years or until Seller, or its successors or assigns, provides written consent that the policy may be discontinued. The Pollution Liability Insurance Policy must cover:

- (1) bodily injury, property damage and remediation costs resulting from a preexisting or new pollution incident on, under or migrating beyond the boundaries of the Wellington Property;
- (2) cleanup costs, property damage, and bodily injury resulting from pollution conditions originating within the boundaries of the Wellington Property that extend beyond the boundaries of the Wellington Property or at an off-site location resulting from pollution transported from the Wellington Property except that Buyer shall not be responsible for pollution resulting from any material transported from the Wellington Property by NEICO prior to the Closing Date; and
- (3) liability arising in connection with any remediation activities from the loading and unloading of vehicles, and transportation both on and off site.

The Pollution Liability Insurance Policy shall also cover defense costs, charges and expenses associated with defending a pollution-related claim, whether or not such claim is meritorious, and shall contain re-opener coverage in the event of a change in standards. The form of the Pollution Liability Insurance Policy, the company issuing the Pollution Liability Insurance Policy, and all of the matters with respect to the adequacy of protection shall be subject to the prior and continuing approval of Seller. Such Pollution Liability Insurance Policy shall include provisions (x) prohibiting Buyer from making changes to, or canceling, the policy without Seller’s prior written approval, (y) providing that all deductibles or self-insured retention shall be paid by Buyer, and that Seller will have no obligation with respect thereto, and (z) having an endorsement providing Seller with the same rights, but not the obligations, of the first-named insured, and having such other endorsements as reasonably requested by Seller. Seller shall not be given less than thirty (30) days prior written notice from insurer by registered mail of any proposed cancellation or change that affects the coverage, and any certificate deposited with Seller shall recite such provision. If, at any time, the company issuing the Pollution Liability Insurance Policy can no longer provide such insurance, Buyer will use commercially reasonable efforts to replace such policy with a policy containing the same coverage prior to the termination of the original Pollution Liability Insurance Policy.

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A copy of the Pollution Liability Insurance Policy shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

(E) Additional Insurance Requirements. Both the Commercial General Liability Insurance and Pollution Liability Insurance Policy (collectively, the “Insurance Policies”) must meet the following requirements: the insurance policies will be with an insurer approved to do business in the State of Utah, is A.M. Best Company A-rated or better (See [www.ambest.com](http://www.ambest.com)), and will include the following provisions or endorsements:

- (1) Naming both “Nevada Electric Investment Company” and its parent company “Nevada Power Company d/b/a NV Energy” as additional insureds;
- (2) Stating that the insurance is primary insurance with respect to Seller’s interest and that any insurance maintained by Seller is excess and not contributory insurance;
- (3) Providing Seller with subrogation waivers on all coverage;
- (4) Providing for separation-of-insured for cross liability coverage in the Commercial General Liability Insurance policy; and
- (5) If any policy is maintained on an “occurrence” form and is converted to a “claims made” form, the new policy will be endorsed to provide coverage back to a retroactive date reasonably acceptable to Seller; and
- (6) Buyer must give thirty (30) days prior written notice to Seller before the above insurance expires, is cancelled, or undergoes a material change and Buyer shall endeavor to provide a certificate deposited with Seller to recite this provision.

These insurance requirements will be referenced in the Special Warranty Deed so that they will run with the Wellington Property and any assignment, transfer or conveyance of the Wellington Property by Buyer will not extinguish Buyer’s obligation to ensure Seller is maintained as an additional insured on these insurance policies. If Buyer’s assignee, transferee or grantee of the Wellington Property does not maintain Seller as an additional insured under these policies, Buyer must provide and maintain the coverage requirements.

On or before the last day of the Due Diligence Period, as extended, Buyer shall also deposit with the Escrow Agent a sum equal to the amount necessary to pay the premiums for the Insurance Policies for the maximum periods of time required herein (the “Insurance Premium Escrow”) to be held in Escrow, which sum shall be used by Escrow Agent to pay the premiums in order to renew the insurance policies, if such premiums are not otherwise paid by Buyer or Buyer’s grantees, or to otherwise pay related costs. The initial amount of the Insurance Premium

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(NEICO/Price River Terminal, LLC)**

Escrow shall be calculated by (a) multiplying the annual premium paid by Buyer for the Commercial General Liability Insurance Policy for the first year, as shown by Buyer's paid invoice, by nineteen (19), (b) adding the ten-year premium paid by Buyer for the Pollution Liability Insurance Policy, as shown by Buyer's paid invoices, and (c) adding Escrow Agent's fees for administering the Insurance Premium Escrow for twenty years. Buyer and Seller may agree in writing to reduce the amount of the Insurance Premium Escrow to equal the amount necessary to pay the premiums for the Insurance Policies for the remainder of the periods of time required and to pay Escrow Agent's fees for administering the Insurance Premium Escrow. If Buyer and Seller agree to a reduction, they will sign and deliver supplemental instructions to Escrow Agent, specifying the modified amount of the Insurance Premium Escrow.

The Escrow Agent shall hold the Insurance Premium Escrow in an interest-bearing account and any interest accrued thereon may also be used to pay the premiums for renewal of the insurance policies. On or before the last day of the Due Diligence Period, as extended, Buyer shall also provide Escrow Agent and Seller with a schedule for future payments of premiums for the Insurance Policies. Buyer further agrees, for the twenty (20) year period following the Closing, to provide Escrow Agent and Seller with copies of proof of Buyer's payments for all future premiums for the Insurance Policies at least twenty (20) days prior to the deadline for payment of each premium. If such proof of Buyer's payment is not received by Escrow Agent and Seller at least twenty (20) days prior to the deadline for payment of such premium, then Escrow Agent shall, at the direction of Seller and with notice to Buyer, pay such insurance premium from the Insurance Premium Escrow.

At the end of twenty years from the date of the Closing, the remainder of the Insurance Premium Escrow together with any accrued interest, which has not been used to pay insurance premiums, shall be refunded by the Escrow Agent to the Buyer. If, during the 20-year period, the amount held by the Escrow Agent in the Insurance Premium Escrow is not sufficient to pay the premiums to renew the insurance policies or to otherwise pay related costs (and the foregoing is not otherwise paid by Buyer or Buyer's grantees), Escrow Agent, at the direction of Seller, may invoice Buyer or Buyer's grantees for the then-due amount and Buyer or Buyer's grantees shall pay that invoice within thirty (30) days of receipt of the particular invoice.

In lieu of the aforementioned Insurance Premium Escrow, Buyer, at its sole discretion, may establish an irrevocable standby letter of credit from a federally secured financial institution with a credit rating of "A" or better by Standard & Poor's and Moody's and in a form reasonably acceptable to Seller ("Premium Letter of Credit") in the amount of the Insurance Premium Escrow for the twenty-year period. This Premium Letter of Credit would be available to Escrow Agent in the event Buyer did not make insurance premium payments pursuant to the terms and conditions of this Agreement.

During the Due Diligence Period, the Parties will identify a mutually acceptable agent to administer the Insurance Premium Escrow, which agent is referenced in this Section as the "Escrow Agent." The agent to administer the Insurance Premium Escrow could be the Escrow Agent, as defined in Section 6.1 of this Agreement, a bank, or another fiduciary institution acceptable to the Parties.

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(F) Certificates of Insurance. Buyer's obtaining the Insurance Policies is a condition precedent to the Closing, and a copy of the Insurance Policies, the paid invoices for insurance premiums for the insurance policies, the schedule for premium payments, and the certificates of insurance for the Insurance Policies (hereinafter collectively referenced as the "Certificates of Insurance") shall be delivered to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

1.2 Indemnification for Environmental and Reclamation Liabilities. From and after Closing, Buyer agrees to indemnify, defend and hold harmless Seller and its parent company, Nevada Power Company d/b/a NV Energy, and their affiliates, employees, agents, officers, successors and assigns, from and against any claim, suit, cause of action, demand, damages, costs, or liability in any way arising out of or connected with actual or potential Environmental and Reclamation Liabilities whether such liabilities or the act or omission giving rise to such liabilities (a) arose before or arise after Closing, (b) are known or unknown and (c) arose or arise under any federal, state, district, or local law, any rule or regulation promulgated thereunder, and any order, consent order, judgment, notice, permit, injunction or demand letter issued, promulgated or entered pursuant thereto (collectively, "Laws"), including but not limited to Environmental and Reclamation Laws.

ARTICLE II  
ENVIRONMENTAL CONDITION OF THE WELLINGTON PROPERTY

2.1 "As Is" and "Where Is" Condition of the Wellington Property. Buyer acknowledges that Seller may not have complete knowledge of the physical and economic characteristics of the Wellington Property. Buyer is relying upon its own expertise and upon its own investigation of the Wellington Property, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation or by prior investigations or studies. Seller has not, does not, and will not make any warranties or representations with respect to the Wellington Property. Seller makes no representation or warranty with respect to the use, condition, occupation or investigation of the physical and environmental condition of the Wellington Property, including subsurface conditions. Seller specifically disclaims any implied warranties or warranties arising by operation of law, including, but in no way limited to, any warranty of condition, merchantability, habitability, or fitness for a particular purpose or use. Seller has not, does not, and will not make any representation or warranty with regard to (a) compliance of the Wellington Property with any Environmental and Reclamation Laws, land use laws, or any other Law including, but not limited to, those pertaining to mine reclamation or the handling, generating, treating, storing or disposing of any hazardous materials, (b) permits required to perform activities on the Wellington Property or (c) any other matter whatsoever pertaining to the Wellington Property. The above notwithstanding, Seller does hereby represent and warrant that, as of the Closing Date and in accordance with Section 3.4, it has made available or provided Buyer with copies of all non-public, non-privileged documents reasonably available to Seller regarding claims and violations during the past ten (10) years relating to the Wellington Property. Buyer acknowledges that, notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the purchase and sale of the Wellington Property and

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supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings. Buyer acknowledges and agrees that the Wellington Property is to be sold to and accepted by Buyer in an “as is, where is” condition with all faults.

2.2 Buyer’s Release of Seller. From and after Closing, Buyer, for itself, its successors or assigns, hereby waives, releases, remises, acquits and forever discharges Seller, its parent company, Nevada Power Company d/b/a NV Energy, their affiliates, employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Buyer now has or which Buyer may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Wellington Property (including without limitation, any contamination in, on, under or adjacent to the Wellington Property by any hazardous or toxic substance or material), or any applicable Environmental and Reclamation Laws.

**ARTICLE III  
DUE DILIGENCE**

3.1 The Due Diligence Period. Buyer will have an initial due diligence period (the “Due Diligence Period”) of one hundred and twenty (120) days from the Effective Date of this Agreement in which to investigate the Wellington Property and obtain the required Governmental Approvals and commitments for the Insurance Policies. The Due Diligence Period will be extended an additional sixty (60) days, up to a total Due Diligence Period of one hundred and eighty (180) days (the “Due Diligence Period, as extended”), but only upon proof that Buyer has filed applications to obtain the required Governmental Approvals with the appropriate governmental agencies and that Buyer is awaiting the agencies’ responses and approvals. If, by the last day of the Due Diligence Period, as extended, Buyer has not received written commitments from applicable government agencies to issue the Governmental Approvals and from the applicable insurers to issue the Insurance Policies at the Closing, this Agreement shall automatically terminate, unless extended in writing by the Parties.

3.2 Physical Non-Invasive Review of Wellington Property.

(A) Right to and Limited Scope of Non-Invasive Inspection. During the Due Diligence Period, as extended, Buyer will be afforded the opportunity to make non-invasive inspections of the Wellington Property, such as walking the Wellington Property, as Buyer deems appropriate or necessary. If Buyer takes photographs of the Wellington Property it shall (at its sole cost) provide Seller with a copy of each photograph in a form(s) acceptable to Seller within five (5) business days of taking the photograph. All non-invasive inspections shall be performed at the sole cost and expense of Buyer and shall be performed so as to prevent any damage to the Wellington Property and not interfere with Seller’s use of the Wellington Property.

(B) Releases. Before entering the Wellington Property, each representative of Buyer who participates in the non-invasive review must sign and deliver to Seller a release in the form attached to this Agreement as Exhibit B.

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(C) Indemnity. Buyer further agrees to defend, indemnify and hold harmless (1) Seller and (2) the directors, officers, shareholders, employees, partners, members, managers, agents, contractors, subcontractors, lessees, mortgagees, trustees, successors, assigns and invitees of Seller (and of Seller's affiliates and parent) from and against all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses (including the expense of investigation and defense of any claim, whether or not such claim is ultimately defeated, or the amount of any good faith settlement or judgment arising from any such claim) of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees) that are caused by the negligence or willful misconduct of Buyer or Buyer's representative(s) arising out of Buyer's entry and activities during non-invasive inspections on the Wellington Property during the Due Diligence Period, as extended, regardless of when such claims, liabilities or expenses arise or otherwise become known by Seller. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement. If an action is commenced against Seller in connection with Buyer's non-invasive inspection of the Wellington Property pursuant to the liabilities assumed by Buyer under this Section, Seller is entitled to make Buyer a party to the action for the purpose of enforcing this Section. Seller reserves the right to retain an attorney(s) of its own choosing while maintaining the right of indemnity from Buyer for these attorney(s) fees, expenses and claim-related costs. For purposes of Seller's enforcement of this indemnity only, Buyer expressly waives all immunity given to it under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with its indemnification obligations under this Section.

3.3 Physical Invasive Review of Wellington Property. If Buyer desires to perform any invasive sampling and testing of the air, soil, surface water or groundwater of the Wellington Property, Buyer must first obtain Seller's written approval for the scope of work by completing and submitting an Investigation and Sampling Request Form, the form of which is attached hereto as Exhibit C, to Seller. Buyer's written sampling plan must be approved by Seller, and Seller's representative must also accompany Buyer upon Buyer's entry onto the Wellington Property. All studies and tests of the Wellington Property shall be performed at the sole cost and expense of Buyer and shall be performed so as to prevent any damage to the Wellington Property and not interfere with Seller's use of the Wellington Property. Buyer further agrees to defend, indemnify and hold harmless (a) Seller and (b) the directors, officers, shareholders, employees, partners, members, managers, agents, contractors, subcontractors, lessees, mortgagees, trustees, successors, assigns and invitees of Seller (and of Seller's affiliates and parent) from and against all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses (including the expense of investigation and defense of any claim, whether or not such claim is ultimately defeated, or the amount of any good faith settlement or judgment arising from any such claim) of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys' fees and disbursements and consultants' fees) that are caused by the activities, negligence or willful misconduct of Buyer or Buyer's representative(s) arising out of Buyer's entry and activities during invasive inspections on the Wellington Property during the Due Diligence Period, as extended, regardless of when such claims, liabilities or expenses arise

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or otherwise become known by Seller. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement. If an action is commenced against Seller in connection with Buyer's invasive inspections of the Wellington Property pursuant to the liabilities assumed by Buyer under this Section, Seller is entitled to make Buyer a party to the action for the purpose of enforcing this Section. The duty to indemnify includes without limitation attorneys' fees, expert fees, deposition fees, travel expenses, consultants, contractors, reports, laboratories, reproduction of documents and all other costs that are incurred in investigating and defending any claim – whether or not an action is commenced against Seller. Seller reserves the right to retain an attorney(s) of its own choosing while maintaining the right of indemnity from Buyer for these attorney(s) fees, expenses and claim-related costs. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Seller, unless caused solely by the gross negligence or willful misconduct of Seller. For purposes of Seller's enforcement of this indemnity only, Buyer expressly waives all immunity given to it under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with its indemnification obligations under this Section.

3.4 Review of Documents. Seller agrees that it will timely respond to Buyer's requests during the Due Diligence Period, as extended, and provide (or make available for Buyer's review and copying) information and documentation concerning the Wellington Property provided that: (a) the requests do not require privileged information; (b) the requests are reasonable and are not overly burdensome; (c) the requested information or documents are reasonably available to Seller; and (d) the requested information or documents are not otherwise publicly available. Within ten (10) days of receiving an invoice, Buyer agrees to pay all reasonable copying and labor costs associated with Buyer's requests. All documents, including all copies of documents, provided by Seller to Buyer are confidential and will be returned to Seller in the event Seller does not convey the Wellington Property to Buyer, and Buyer may not disclose these documents to any other person (except its attorneys and other advisors in connection with this transaction) without Seller's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. The results of any investigation and the existence of any agreement between Buyer and Seller are confidential and may not be disclosed without consent from the other Party (which consent shall not be unreasonably conditioned, delayed or withheld) except as is necessary to obtain the governmental agencies' approvals required under the Agreement or as required by the Public Utilities Commission of Nevada or Utah or other governmental authority with jurisdiction; provided that Seller may disclose the same to Buyer's attorneys and other advisors in connection with this transaction. Buyer further agrees to indemnify and hold harmless Seller from and against any claim, liability, or expenses of any nature whatsoever arising out of: (1) Buyer's failure to keep the above-referenced information and documents confidential or (2) Buyer's entry and activities on the Wellington Property. The Parties agree that such indemnification shall continue in full force and effect notwithstanding termination of this Agreement.

3.5 Termination by Buyer. During the Due Diligence Period, as extended, Buyer may in its sole discretion cancel the Agreement at any time for any reason.

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3.6 Remaining Transactional Fee. When Buyer delivers the signed Agreement to Seller, Buyer must also pay Seller ten thousand US dollars (\$10,000) cash which represents the balance of the Transactional Fee required by the Letter of Intent for Seller's estimated internal costs to sell the Wellington Property to Buyer. The Transactional Fee which totals \$20,000 is not consideration for this Agreement, and Seller is entitled to keep this fee even if this Agreement terminates, the transaction does not close, or either Party defaults or is in breach.

**ARTICLE IV  
TITLE**

4.1 Costs of Title Policy. The Parties agree that Buyer will pay for all Closing costs, including any escrow fees, recording fees, transfer tax, site investigation costs, the Title Commitment, and any title insurance policy or survey that Buyer may require.

4.2 Preliminary Title Commitment. Seller shall instruct the Escrow Agent to issue a commitment for title insurance ("Title Commitment") to be issued and provided to Buyer within seven (7) business days of opening of the escrow ("Escrow"). Buyer shall have twenty (20) business days after receipt of the Title Commitment in which to give written notice to Seller of Buyer's disapproval of the status of title with all exceptions as shown thereon. If Buyer does not give notice of disapproval within said twenty (20) business days, Buyer shall be deemed to have approved the status of title.

4.3 Title Defects. The Wellington Property is sold "as is, where is" with all faults, subject to presently existing covenants, rights-of-way, easements, conditions, reservations, and restrictions of record, as disclosed by the Title Commitment, or visible upon the Wellington Property, or enforceable in law or in equity, on the Effective Date of this Agreement, and Seller's reservation of the springing easement and right of way (the "Rail Spur Use Easement"), as defined in Section 4.5 (collectively the "Permitted Exceptions"). Any liens (whether or not objected to by Buyer) will be paid and released by Seller at Closing. Title is to be good record, merchantable title, subject to the Permitted Exceptions. If Buyer disapproves any exception or any matter affecting title shown on the Title Commitment within the time period set forth in Section 4.2 above, Seller shall have ten (10) business days after notice of Buyer's disapproval to cure any defects identified in the Title Commitment. In the event Seller is unable to cure any defects, then Buyer may either terminate this Agreement, or Buyer may waive its right to terminate and proceed to Closing. Buyer shall have ten (10) business days after the ten (10) business-day cure period in which to notify Seller of Buyer's intention to terminate this Agreement or waive any title defects and proceed to Closing.

4.4 Special Warranty Deed. At the Closing, the Wellington Property will be transferred by special warranty deed (the "Special Warranty Deed"), in the form attached hereto as Exhibit D, subject to the Permitted Exceptions and those covenants running with the land in regard to insurance for the benefit of Seller.

4.5 Railcar Storage. Buyer shall be obligated to provide railcar storage to Seller on the Wellington Property or another location mutually agreed to by the parties subject to the provisions of the Railcar Storage Agreement, the form of which is attached hereto as Exhibit E.

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In a Special Warranty Deed, Seller shall reserve for the benefit of Seller, its successors and assigns, a springing Rail Spur Use Easement in and across the Wellington Property which shall come into existence upon Buyer's voluntary or involuntary transfer of possession or ownership of the Easement Property, as more particularly described in Exhibit A-3 attached hereto and more particularly subject to the following:

(A) Termination of Railcar Storage Obligation. Buyer's obligation to provide railcar storage will terminate if Seller, its parent company (Nevada Power Company d/b/a NV Energy) or one of their successors in a merger ("NEICO") no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV;

(B) Rail Maintenance. At no cost to NEICO, Buyer must maintain the rail spurs used to accommodate NEICO's railcar storage requirements, to the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to these rail spurs;

(C) Fees charged by Railroad. Any charges assessed by Union Pacific Railroad or Union Pacific Railroad's successors and assignees to switch the railcars into or out of the Wellington Property (or such other location mutually agreed upon by the Parties) shall be paid by NEICO;

(D) In and Out Access. NEICO will provide Buyer with ten (10) days advance notice (1) to move railcars in and out and/or (2) to break or reassemble the trains as required and to move the reassembled cars to an acceptable location for pick up by the Union Pacific or its successors or assigns for the railroad that connects to these rail spurs;

(E) Number of Railcars. NEICO may store up to 200 substantially empty railcars at any given time on the rail spurs at the Wellington Property (or such other location mutually agreed upon by the parties);

(F) Ownership of Cars. NEICO may only store railroad cars owned or leased by them or their successors, assigns or affiliates; and

(G) Location of Cars. Buyer will determine the parking location of the railcars on the Wellington Property (or on the property of such other location mutually agreed upon by the parties), but any parking location must meet Union Pacific Railroad requirements or the requirements of any successor railroad which connects to the rail spurs; and

(H) Substances in Cars. Buyer shall have no obligation to provide railcar storage to NEICO unless the cars are substantially free of commodity.

4.6 Title Insurance Policy. At the Closing, Escrow Agent shall issue to Buyer, and Buyer shall pay the premium for, a standard Owner's Policy of Title Insurance (the "Title Policy") in the form of the Title Commitment, subject only to the Permitted Exceptions, and Buyer may, at its option, obtain extended coverage, together with any such endorsements of the

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Title Policy as the Buyer shall deem necessary or appropriate, so long as Buyer shall pay the cost of such extended coverage.

**ARTICLE V  
CONDITIONS PRECEDENT TO CLOSING**

5.1 Conditions Precedent to Seller's Obligation to Close. Seller's obligation to close this transaction is conditioned upon the satisfaction of each of the following conditions at or prior to Closing (or such earlier date as is specified with respect to a particular condition), any of which can be waived by written waiver executed by Seller and delivered to Escrow Agent:

(A) Buyer has delivered all Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to the Escrow Agent on or before the last day of the Due Diligence Period, as extended;

(B) Seller has reviewed and approved all Governmental Approvals, the Insurance Policies, and the Certificates of Insurance (the "Approval Documents") within sixty (60) days after the last of the Approval Documents have been delivered to the Escrow Agent, which approval shall not be unreasonably withheld, conditioned or delayed. If, during Seller's sixty day review period set forth above, Seller reasonably determines that any of the Approval Documents contain a defect, Seller shall give written notice to Buyer of such deficiencies in the Approval Documents and Buyer shall have twenty (20) days after Buyer's receipt of written notice to cure such deficiencies;

(C) Buyer has delivered the Insurance Premium Escrow or the Premium Letter of Credit to the Escrow Agent pursuant to Section 1.1(E) above; and

(D) Buyer shall not be in default of any its obligations hereunder.

If any of the delivery dates or dates for curing deficiencies are not met by Buyer, at the option of Seller, this Agreement shall terminate and Seller shall be under no obligation to close this transaction.

5.2 Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to close this transaction is conditioned upon satisfaction of the following conditions at or prior to Closing (or such earlier date as is specified with respect to a particular condition), any of which can be waived by Buyer:

(A) Seller shall have deposited with Escrow Agent the Special Warranty Deed at or prior to the Closing;

(B) Seller shall have deposited with Escrow Agent a non-foreign transferor declaration (the "Non-Foreign Transferor Declaration"), substantially in compliance with the form attached hereto as Exhibit F attached hereto, duly executed by Seller;

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(C) Seller shall have deposited with Escrow Agent assignments, executed by Seller, as assignor, and accepted by Buyer, as assignee, of all permits required to be assigned under Section 1.1 above (subject to the review and approval set forth in Section 5.1(B));

(D) Escrow Agent has irrevocably committed to issue to Buyer the Title Policy with all requested endorsements thereto; and

(E) Seller shall not be in default of any of its obligations hereunder.

If any of the delivery dates or dates for curing deficiencies are not met by Seller, at the option of Buyer, this Agreement shall terminate and Buyer shall be under no obligation to close this transaction.

**ARTICLE VI  
ESCROW AND CLOSING**

6.1 Escrow. The purchase and sale of the Wellington Property shall be consummated through a title company approved by the Parties, which title company will also serve as escrow agent (the “Escrow Agent”). The Escrow shall be opened within fifteen (15) business days following the Effective Date of the Agreement, by delivery to Escrow Agent of a fully-executed copy of this Agreement. This Agreement constitutes the Escrow Instructions. The Parties agree to execute and deliver to Escrow Agent such additional and supplemental instructions as Escrow Agent may reasonably require in order to consummate this transaction. In the event of any conflict or inconsistency between this Agreement and any instructions delivered to Escrow Agent, the terms of this Agreement shall control.

6.2 Time and Place of Closing. The closing (the “Closing”) of this transaction shall occur within five (5) business days (the “Closing Date”) of the Escrow Agent’s receipt of Seller’s written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance delivered by Buyer to Escrow Agent, unless the Closing Date is extended by mutual written agreement of the Parties. At such time within the Due Diligence Period, as extended, when the Escrow Agent has received all of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance from Buyer, the Escrow Agent will allow Seller the opportunity to review the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance during the sixty (60)-day review period. On or before the end of the sixty (60)-day review period, Seller shall either: (1) deliver written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to the Escrow Agent and Buyer, which approval shall not be unreasonably withheld, conditioned or delayed; or (2) Seller shall deliver written notice to Escrow Agent and Buyer of the specific deficiencies in the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance, and Buyer shall have twenty (20) days to cure such deficiencies to the reasonable satisfaction of Seller. If Buyer does not cure any deficiencies to the reasonable satisfaction of Seller within the twenty (20)-day curative period, this transaction shall not close and the Agreement will terminate unless the parties mutually agree otherwise. If Buyer cures such deficiencies within the twenty (20)-day period, Seller will provide written approval of the Governmental Approvals, the Insurance Policies, and the Certificates of Insurance to Escrow Agent and to Buyer, and the

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Escrow Agent will set a date for the Closing, within five (5) days of the Escrow Agent's receipt of Seller's written approval, on a date mutually acceptable to the Parties. The Closing will take place at a location mutually acceptable to the Parties. At the Closing, the Escrow Agent will deliver the Special Warranty Deed to the Buyer; the Escrow Agent will deliver originals of those Governmental Approvals which include the assignment, acceptance, and governmental approval for each permit, to Buyer, with a copy to Seller; the Escrow Agent will deliver DOGM's release of Seller's surety bond and release of Seller's reclamation liability to Seller; the Escrow Agent will deliver the original Certificates of Insurance and a copy of the Insurance Policies to Seller, and the original Insurance Policies to Buyer. After Closing, the Escrow Agent shall record the Special Warranty Deed, return the recorded original Special Warranty Deed to Buyer, and deliver a copy of the recorded Special Warranty Deed to Seller; and the Escrow Agent shall record the Non-foreign Transferor Declaration and return the original to Buyer. The Escrow Agent will continue to hold the Insurance Premium Escrow, in escrow, pursuant to the terms of this Agreement.

6.3 Prorations and Credits. Real property taxes shall be prorated as of the Closing Date. Buyer shall pay all title insurance costs, recording costs, real property transfer taxes, escrow fees, all premiums for insurance policies, the premium for the Title Policy, and the cost of any endorsements to the Title Policy.

6.4 Possession; Risk of Loss. Possession of, risk of loss to, and responsibility for the Wellington Property shall be delivered to the Buyer at Closing; provided, however, Buyer shall have access to the Wellington Property to the extent needed to perform inspections and studies prior to the Closing. Buyer shall be responsible for supervising and payment of all work that it performs or has performed on the Wellington Property in conducting such inspections and studies and shall indemnify and hold harmless Seller from all costs, expenses, obligations and causes of action that may occur as a result of Buyer's actions or inactions with respect to such inspections and studies. If the Wellington Property is damaged by any event through no fault of Buyer, or if the legal status of the Wellington Property shall be materially impaired by condemnation or otherwise, prior to the Closing, Buyer may elect (a) to terminate this Agreement, in which event, except as otherwise provided herein, neither Party hereto shall thereafter have any obligation or liability hereunder, or (b) to close the transaction, in which event Seller shall deliver or assign any insurance and/or condemnation proceeds to Buyer.

**ARTICLE VII  
TERMINATION, DEFAULT AND REMEDIES**

7.1 Permitted Termination. If this Agreement is terminated by either Party pursuant to a right expressly given it to do so hereunder (other than a termination due to a material default by the other Party), this Agreement shall be terminated and, with the exception of rights or obligations which, by their express terms, are intended to survive such termination, neither Party shall have any further rights or obligations hereunder.

7.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of the following event: Seller shall fail to deliver at Closing the Special Warranty Deed provided for above for any reason other than a default by Buyer hereunder or a permitted termination.

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7.3 Default by Buyer. Buyer shall be in default hereunder upon the occurrence of any one or more of the following events:

(A) Buyer shall fail to deliver the Governmental Approvals, the Insurance Policies, or the Certificates of Insurance to the Escrow Agent on or before the last day of the Due Diligence Period, as extended.

(B) Buyer shall fail to cure deficiencies within the Governmental Approvals, the Insurance Policies, or the Certificates of Insurance, to the satisfaction of Seller, within the twenty (20)-day curative period subsequent to Buyer's receipt of written notice of such deficiencies from Seller.

(C) Buyer shall fail to deliver to Escrow Agent the Insurance Premium Escrow pursuant to this Agreement.

(D) Buyer shall fail to satisfy any other material covenant, agreement, or obligation on Buyer's part required, within the time and in the manner required hereunder, for any reason other than a permitted termination or material breach by Seller.

7.4 Remedy.

(A) In the event of a default by Buyer hereunder, Seller may terminate this Agreement by written notice delivered to Buyer, and with the exception of any continuing obligations under this Agreement, the Parties shall have no further rights or obligations hereunder.

(B) In the event of a default by Seller hereunder, Buyer shall have the right, in its sole discretion, to terminate this Agreement by written notice delivered to Seller, and with the exception of any continuing obligations under this Agreement, the Parties shall have no further rights or obligations hereunder.

7.5 Attorneys' Fees. In the event of litigation or arbitration to interpret or enforce this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

**ARTICLE VIII  
BROKERAGE COMMISSION**

Seller and Buyer each represent and warrant to the other that each has not used the services of any broker, agent, or finder in connection with this Agreement, and the Parties agree that no real estate commission or development fee is or will be due in connection with this transaction. Buyer and Seller agree to defend, indemnify, and hold the other Party hereto free and harmless from and against any claim for a commission, a finder's fee, a development fee, or any similar fee or charge in connection with the sale of the Wellington Property arising or claimed as a result of the actions of such Party.

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**ARTICLE IX  
MISCELLANEOUS**

9.1 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to Seller, Buyer and/or Escrow Agent as follows:

If to Seller:

Director, Administrative & Property Services  
NV Energy  
6226 West Sahara Avenue, M/S 9  
Las Vegas, NV 89146  
Phone: (702) 402-5779  
Fax: (702) 402-5064

With a copy to:

NV Energy  
Legal Department  
6226 West Sahara Avenue  
Las Vegas, NV 89146  
Phone: (702) 402-5793  
Fax: (702) 402-2069

If to Buyer:

Timothy P. Stanley  
Manager  
Price River Terminal. LLC  
3215 West 4<sup>th</sup> Street  
Fort Worth, TX 76107  
Phone: (817) 717-1000  
Fax: (817) 332-8470

Each notice, consent, request, invoice or other communication is deemed to have been received by the addressee (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; (3) on the first business day after the facsimile transmission if delivered by facsimile; or (4) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Seller, Buyer or Escrow Agent may change its address for purposes of the Agreement by giving written notice in the manner set forth above in this Section.

9.2 Survival. The provisions, warranties, covenants, representations, remedies, rights and obligations of the Parties that are set forth in this Agreement, including those in Article 1, Article 2 and this Section, shall survive the Closing, transfer of title to the Wellington Property

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and delivery of the Special Warranty Deed and shall not merge into or with the Special Warranty Deed at Closing or the provisions of any Closing documents. In addition, all obligations to obtain Governmental Approvals and all indemnifications and obligations which by their terms are to be or may be performed after Closing, such as indemnifications and provisions dealing with Buyer's environmental obligations on the Wellington Property, shall survive the Closing and remain binding and enforceable until fully performed. Certain indemnifications arising out of Buyer's activities during the Due Diligence Period, as extended, such as those in Section 3.2 and Section 3.3, shall continue in full force and effect notwithstanding termination of this Agreement. In the event of a material post-Closing or post-termination breach by either Party of any such commitment or obligation that survives the Closing or termination, the non-breaching Party may be entitled to specific performance, actual damages, or other available relief.

9.3 Governing Law. The laws of the State of Utah shall govern the validity, enforcement and interpretation of this Agreement.

9.4 Integration: Modification; Waiver. This Agreement, together with the Non-Disclosure Agreement entered into by and between Global and Seller on or about March 5, 2012, constitutes the complete and final agreement of the Parties regarding the Wellington Property and supersedes all previous contracts, agreements and understanding, either oral or written. This Agreement cannot be modified, or any of the terms hereof waived, except by instrument in writing executed by the Parties.

9.5 Counterpart Execution. This Agreement and any addenda may be executed in several counterparts, each of which shall be fully effective as original and all of which together shall constitute one and the same instrument. Facsimile or email copy of a signature has the same legal effect as an originally-drawn signature and shall be the same as delivery of an original.

9.6 Headings; Construction. Headings have been inserted in this Agreement for convenience only and are not to be construed in interpreting this Agreement. Words of any gender include any other gender, and words in the singular number include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereunder," and other similar compounds of the word "here" shall refer to the entire Agreement and not to any particular provision. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Articles, Sections, Subsections, and Exhibits are to Articles, Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. Each Party represents to the other Party that each, respectively, has read and understood this Agreement and has had the opportunity to confer with that Party's attorney regarding this Agreement. This Agreement is the product of arms-length negotiations and shall be construed as though it were jointly prepared and negotiated by the Parties.

9.7 Assignment. Buyer may not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller is not required to consent to any assignment unless assignee provides Seller with a written assumption of all conditions and obligations of Buyer under this Agreement.

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9.8 Time of the Essence. Time is of the essence under this Agreement. Extensions must be agreed to in writing by the Parties prior to the required date of performance.

9.9 Binding Effect. Nothing in this Agreement is intended to confer any rights or remedies on any person, other than the Parties hereto, and their respective successors and permitted assigns.

9.10 Further Acts. Seller and Buyer agree to execute and deliver such additional documents and perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to implement the provisions of this Agreement.

9.11 Cooperation. The Parties agree to cooperate fully and completely and act in a reasonable manner in order to effectuate the terms and provisions of this Agreement.

9.12 No Waiver. The failure of either Party to complain of any act or omission on the part of the other Party, no matter how long it may continue, shall not be deemed to be a waiver by any Party of its rights hereunder except as expressly provided for in this Agreement. No waiver by any Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any Party shall require the consent or approval of another Party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

9.13 Recording. This Agreement shall not be recorded. The Special Warranty Deed shall be recorded.

9.14 Authority. The Parties hereto represent that the person or persons signing on behalf of each such Party shall have full authority from their respective boards of directors to make the representations and warranties included herein and to bind the Parties under the terms of this Agreement.

9.15 Relationship of Parties. None of the terms or provisions of this Agreement is deemed to create a partnership between the Parties in their respective businesses or otherwise, nor cause them to be considered as a principal, agent, employer or employee of the other.

9.16 Fees. Whether or not the proposed purchase is consummated and except as otherwise provided in this Agreement, each of the Parties shall bear its own costs for legal, accounting, advisory, and other services incurred.

9.17 Publicity. In recognition of Buyer's need to develop its business plan for the Wellington Property, the Parties agree that after the Effective Date, Buyer shall have the right to make any public announcements regarding the planned acquisition of the Wellington Property and Buyer's plans therefor, provided that such announcements do not include any confidential details regarding the terms of the transaction.

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9.18 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a “business day” refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

9.19 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

9.20 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

9.21 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement hereto and the provisions of this Agreement shall not impart any legal or equitable right, remedy or claim enforceable by any person, firm or organization other than the Parties and their permitted successors and assigns except as expressly provided for in this Agreement.

**ARTICLE X  
EFFECTIVE DATE**

10. Effective Date. Buyer shall have seven (7) business days after execution by Seller in which to execute and return this Agreement to Seller. Should Buyer fail to execute and return this Agreement to Seller within seven days as stated above, this Agreement shall immediately and automatically terminate and be null and void, and Seller’s offer to Buyer reflected in this Agreement shall automatically be rescinded and revoked. Provided the Buyer does execute and return this Agreement to Seller, the “Effective Date” of this Agreement shall be the date the Agreement is signed on behalf of Buyer as noted under Buyer’s signature below.

IN WITNESS WHEREOF, the Parties have executed this Agreement on dates set forth below, to be effective on the date signed by Seller.

SELLER:

Nevada Electric Investment Company

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

SELLER:

Nevada Electric Investment Company

By: Robert E. Stewart  
Robert E. Stewart  
President

Executed at Las Vegas, Nevada, this 5<sup>th</sup> day of June, 2013.

BUYER:

Price River Terminal, LLC

By: Global One Transport, Inc.

Its: Managing Member

By: Timothy P. Stanley  
Timothy P. Stanley  
President

Executed at Columbus, Ohio, this 7<sup>th</sup> day of June, 2013.

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A**

**to**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**LEGAL DESCRIPTION OF WELLINGTON PROPERTY**

**[Attached]**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT B**

to

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**Release for Non-Invasive Inspection**

1. In connection with the \_\_\_\_\_ Purchase and Sale Agreement (“Agreement”) between Nevada Electric Investment Company, a Nevada corporation, (“NEICO”) and Price River Terminal, LLC, a Texas limited liability company, (“Company”), I represent that (a) I am an authorized representative of the Company, (b) I have signed a Non-Disclosure Certificate as required by the March 5, 2012 Non-Disclosure Agreement (“NDA”) between NEICO and Company’s managing member, Global One Transport, Inc. and (c) I am requesting access to NEICO’s Wellington Property (as that term is defined in the Agreement) for the purpose of non-invasive inspection of the Wellington Property in accordance with Section 3.2 of the Agreement.
2. NEICO is willing to grant such access provided I am accompanied by a representative from NEICO, I do not perform any physical work, testing, or otherwise alter the Wellington Property and, if I take photographs during the non-invasive inspection, I will provide NEICO with a digital copy of each photograph within five business days of the inspection.
3. I acknowledge that the Wellington Property is subject to stringent state and federal environmental and reclamation permits and a reclamation bond. Accordingly, I will not alter the Wellington Property during the inspection.
4. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, (a) acknowledge that NEICO does not warrant that the Wellington Property is safe for any purpose whatsoever, (b) acknowledge the known and unknown nature of any dangers, hazards, and unstable conditions at the Wellington Property and (c) accept and assume all risks of damages or injury to person (including death) or property connected with or arising out of such access and inspection at the Wellington Premises.
5. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, hereby release, discharge and hold NEICO harmless from any and all claims, demands, suits, causes of action, and charges of any kind or nature that are connected with or arising out of this access to, and the activities at, the Wellington Property, including damages or injury to person (including death) or property, in connection with the inspection.
6. I, for myself and my heirs, beneficiaries, assigns, executors and administrators, agree that this Release for Non-Invasive Inspection will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

laws provisions and that jurisdiction and venue over any dispute between or involving NEICO and me is exclusively in Salt Lake City, Utah.

7. Without liability to Buyer or me, NEICO (in its discretion) has the right to deny me access to, remove me from or require my removal from the Wellington Property at any time and for any reason.
8. I acknowledge that I fully read and fully understood this Release for Non-Invasive Inspection before freely signing it.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT C**

to

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**Investigation and Sampling Request Form**

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**Date of Request:**

**Requesting Company:**

**Requestor's Representative:**

**Requestor's Contact Information (Address and Phone):**

**Other Interested Party(s):**

**Reason for Conducting Investigation and Collecting Sample(s) ("Purpose"):**

**Description of the type of investigation and sampling activities Requestor proposes to complete at the NEICO, WELLINGTON, UTAH PREPARATION PLANT (i.e., Surface Soil, Subsurface Soil and Groundwater):**

**Description of the methods Requestor proposes to utilize to complete investigation and sampling, including a brief description of any equipment:**

**List of ALL CHEMICALS and/or COMPOUNDS Requestor wishes to test for within the samples taken:**

**Number of samples Requestor intends to take, location of proposed samples and the estimated time to complete the sampling efforts:**

**REQUESTOR'S ACKNOWLEDGMENT:** *Requestor acknowledges and agrees that (A) any authorization provided by NEICO to conduct investigation and sampling is expressly limited to the activities, methods and compounds described above (B) Requestor will only take samples for the above-described purpose, (C) Requestor will conduct investigation and sampling in accordance with the above and (D) Requestor will not allow any other person*

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

*or entity(including the interested party identified above) to conduct any investigation activities or sampling except in accordance with the above. Requestor further acknowledges and agrees that any activity conducted, or substances tested, beyond that described above is expressly not authorized by NEICO.*

**NEICO and ALL OTHER NV ENERGY AFFILIATES RESERVE ANY AND ALL RIGHTS UNDER LAW.**

Requestor Representative represents that she/he is authorized to complete this Investigation and Sampling Request Form on behalf of the Requestor and has the legal power and right to bind Requestor.

Requestor's Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NEICO authorizes the Requestor to conduct the investigation and sampling activities described above in the manner set forth above. Additional investigation and/or sampling not expressly provided for above is prohibited except as may be separately authorized by NEICO or NV Energy through completion of an additional Investigation and Sampling Request Form

NV Energy Legal Department:

NV Energy Environmental Department

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Signature and Date)

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT D**

to

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**FORM OF SPECIAL WARRANTY DEED**

[Attached]

WHEN RECORDED, RETURN TO:

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**SPECIAL WARRANTY DEED**

NEVADA ELECTRIC INVESTMENT COMPANY, a Nevada corporation, (hereinafter “GRANTOR”) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration hereby conveys and warrants, against all who claim by, through, or under the GRANTOR, to Price River Terminal, LLC, a Texas limited liability company, (hereinafter “GRANTEE”) at the address of 3215 West 4<sup>th</sup> Street, Fort Worth, Texas 76107, the surface estate in and to that tract of land situated in Carbon County, State of Utah, more particularly described on Exhibit A-1, attached hereto and incorporated herein by this reference, (hereinafter the “Land”), together with any appurtenant water rights (if any), rights-of-way, surface improvements, waste coal or coal fines, and any mineral rights (if any) and those improvements upon the Land more particularly described in Exhibit A-2, attached hereto and incorporated herein by this reference;

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, a springing easement and right-of-way in and across the Land and rail located on the Land, as such easement and right-of-way is more particularly described in Exhibit A-3 attached hereto and incorporated herein by this reference, for the storage of rail cars on the Land, subject to those requirements and limitations included in Exhibit A-3 and coming into existence when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Area; (2) GRANTEE leases, sublets or subdivides the Easement Area; (3) the Easement Area is foreclosed

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Area; and

**SUBJECT TO:**

1. General and special taxes and assessments for the current fiscal year and any and all unpaid bonds and/or assessments;
2. All covenants, conditions, restrictions, reservations, rights, rights-of-way, encumbrances, and easements of record or visible upon the Land or enforceable in law or in equity;
3. Those covenants running with the Land as set forth in that Purchase and Sale Agreement, dated \_\_\_\_\_, between GRANTOR and GRANTEE, regarding insurance that GRANTEE, its successors and assigns, must obtain and maintain in regard to the Land for the benefit and protection of GRANTOR; and
4. A covenant to maintain the rail spurs which are subject to GRANTOR's springing easement as described in Exhibit A-3.





**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-1  
TO  
SPECIAL WARRANTY DEED  
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY  
TO GRANTEE PRICE RIVER TERMINAL, LLC**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-2  
TO  
SPECIAL WARRANTY DEED  
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY  
TO GRANTEE PRICE RIVER TERMINAL, LLC**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT A-3  
TO  
SPECIAL WARRANTY DEED  
FROM GRANTOR NEVADA ELECTRIC INVESTMENT COMPANY  
TO GRANTEE PRICE RIVER TERMINAL, LLC**

The following describes that portion of the Land subject to the springing easement and right-of-way reserved by GRANTOR, its successors and assigns, for the storage of rail cars on the following real property situated in Carbon County, State of Utah (hereinafter referred to as the "Easement Area"):

Said springing easement and right-of-way reserved by GRANTOR is subject to the following requirements and limitations:

(a) Date of Easement. The springing easement will come into existence when: (1) GRANTEE conveys or transfers, voluntarily or involuntarily, the Easement Area; (2) GRANTEE leases, sublets or subdivides the Easement Area; (3) the Easement Area is foreclosed upon or transferred involuntarily in a bankruptcy; or (4) GRANTEE no longer possesses or owns the Easement Area;

(b) Easement Termination. The springing easement will terminate if GRANTOR, its parent company (Nevada Power Company d/b/a NV Energy) or one of their successors in a merger ("Easement Holders"), no longer owns and/or operates the coal-fired power plants known as (1) the Reid Gardner Generating Station near Moapa, NV and (2) the North Valmy Generating Station near North Valmy, NV;

(c) Rail Maintenance. At no cost to the Easement Holders, GRANTEE must maintain the rail spurs used to accommodate Easement Holder's railcar storage requirements, to the standards of the Union Pacific Railroad or Union Pacific Railroad's successors and assignees for the railroad that connects to these rail spurs;

(d) Fees charged by Railroad. Any charges assessed by Union Pacific Railroad or Union Pacific Railroad's successors and assignees to switch the railcars into or out of the Easement Area (or such other location mutually agreed upon by the Easement Holders and GRANTEE) shall be paid by the Easement Holders;

(e) In and Out Access. The Easement Holders will provide GRANTEE with ten (10) days advance notice (1) to move railcars in and out and/or (2) to break or reassemble the trains as required and to move the reassembled cars to an acceptable location for pick up by the Union Pacific or its successors or assigns for the railroad that connects to these rail spurs;

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

(f) Number of Cars. The Easement Holders may store up to 200 substantially empty railroad cars at any given time on the rail spurs in the Easement Area (or such other locations mutually agreed to by the parties);

(g) Ownership of Cars. The Easement Holders may only store railcars owned or leased by them or their successors, assigns or affiliates;

(h) Location of Cars. GRANTEE will determine the parking location of the railcars on the Easement Area (or on the property of such other location mutually agreed upon by the parties), but any parking location must meet Union Pacific Railroad requirements or the requirements of any successor railroad which connects to these rail spurs; and

(i) Substances in Cars. GRANTEE shall have not obligation to provide railcar storage to the Easement Holders unless the railcars are substantially free of commodity.

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT E**

to

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**Railcar Storage Agreement**

**[Attached]**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**EXHIBIT F**

**to**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**NON-FOREIGN TRANSFEROR DECLARATION**

**[Attached]**

**PURCHASE AND SALE AGREEMENT  
(NEICO/Price River Terminal, LLC)**

**Non-Foreign Transferor Declaration**

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Section 1445(a) of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Nevada Electric Investment Company, a Nevada corporation (hereinafter referred to as the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. The U.S. Employer Identification Number of Transferor is \_\_\_\_\_; and
3. Transferor's address is \_\_\_\_\_, [\_\_\_\_\_] or Las Vegas, Nevada \_\_\_\_\_.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: \_\_\_\_\_, 20\_\_.

Nevada Electric Investment Company, a  
Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

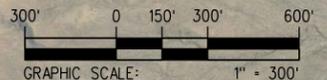
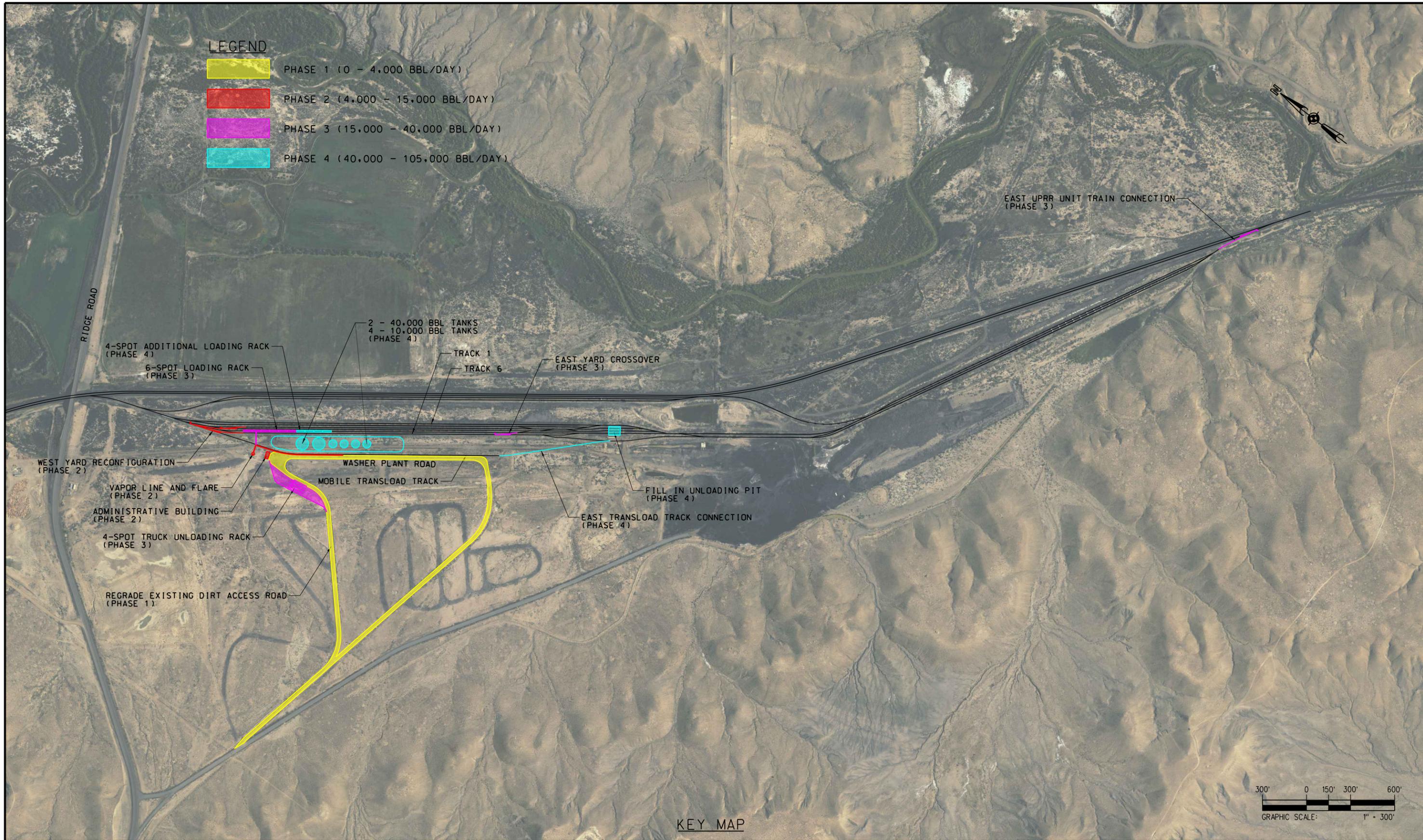
Title: \_\_\_\_\_

## **Appendix B**

### **Key Plan**

**LEGEND**

- PHASE 1 (0 - 4,000 BBL/DAY)
- PHASE 2 (4,000 - 15,000 BBL/DAY)
- PHASE 3 (15,000 - 40,000 BBL/DAY)
- PHASE 4 (40,000 - 105,000 BBL/DAY)



KEY MAP

Plot driver: WATCO.pdf\_300dpi.ctb  
 Pen table: BNSF\_Railway.tbl  
 File: C:\001\Keymap.dgn  
 Time: 9:06:18 AM  
 Date: 01/16/2013

REV	DATE	DESCRIPTION	BY	SUB	APP

INFORMATION CONFIDENTIALITY:  
 ALL PLANS, DRAWINGS SPECIFICATIONS AND/OR INFORMATION FURNISHED HEREWITH SHALL REMAIN THE PROPERTY OF WATCO COMPANIES, LLC, AND SHALL BE HELD CONFIDENTIAL AND SHALL NOT BE USED FOR ANY PURPOSE NOT PROVIDED FOR IN AGREEMENTS WITH WATCO COMPANIES, LLC.

DESIGNED BY	JLW
DRAWN BY	JLW
CHECKED BY	PMT
APPROVED BY	PMT
DATE	01/16/2013



**WATCO**  
 TERMINAL & PORT SERVICES

**WATCO COMPANIES, LLC.**  
 WELLINGTON, UT  
 SIDING TRACK CONSTRUCTION

KEY PLAN

CONTRACT NO.	
DRAWING NO.	CK-01
REVISION	SHEET NO.
REV-03	01
SCALE	
AS SHOWN	

## Appendix C

~~Proposed Newspaper Notice~~Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10-22-2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Steadfast Insurance Company		26387
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**INSURED**  
Price River Terminal, LLC  
3215 West 4th Street  
Fort Worth, TX 76107

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004771650-09      **REVISION NUMBER:** 12

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SCO6476868-00	09-25-2013	09-25-2014	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ INCL ABOVE
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Division of Oil, Gas and Mining for the state of Utah is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract. Policy includes coverage for all of insured's business operations including for the coal and mining reclamation activities at the Wellington, UT property for which the permit is sought.

<b>CERTIFICATE HOLDER</b> State of Utah Department of Natural Resources Division of Oil, Gas and Mining 1594 West North Temple, Suite 1210 PO Box 145801 Salt Lake City, UT 84114-5801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

AGENCY CUSTOMER ID: B2028

LOC #: Chicago



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Price River Terminal, LLC 3215 West 4th Street Fort Worth, TX 76107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Price River Terminal LLC has agreed that 30 days notice of cancellation of the insurance policies referenced above will be given to the State of Utah before it expires, is cancelled or undergoes a material change, including if the available insurance falls below a per occurrence limit of \$300,000 or below an annual aggregate of \$500,000.  
Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the State of Utah shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

**Appendix D**

**Affidavit of Publishing**

**AFFIDAVIT OF PUBLICATION**

STATE OF UTAH)

ss.

County of Carbon,)

I, Richard Shaw, on oath, say that I am the Publisher of the Sun Advocate, a twice-weekly newspaper of general circulation, published at Price, State of Utah a true copy of which is hereto attached, was published in the full issue of such newspaper for 8 (Eight) consecutive issues, and on the Utah legals.com website, the first publication was on the 29th day of August, 2013, and that the last publication of such notice was in the issue of such newspaper dated the 24th day of September 2013.



Richard Shaw – Publisher

Subscribed and sworn to before me this 24th day of September, 2013.



Notary Public My commission expires January 10, 2015 Residing at Price, Utah

Publication fee, \$ 604.80



**NOTICE**

Notice is hereby given that Price River Terminal, LLC ("PRT"), whose address is 3215 West 4th Street, Fort Worth TX, 76107, has submitted an application to the Division of Oil, Gas & Mining for transfer of all operating and permitting rights in the Wellington Preparation Plant, Permit No. ACT 007/012 under the provisions of R645-303-300, from Nevada Electric Investment Company ("NEICO"). The permit area is located in Carbon County, Utah, and is described as follows:

- Township 15 South, Range 11 East, SLBM
- Section 8: SE ¼, NE ¼, E ½, SE ¼, W ½, SE ¼ except portion north of railroad tracks
- Section 9: S ½, portion of S ½, N ½
- Section 10: W ½, SW ¼
- Section 15: W ½, NW ¼
- Section 16: All
- Section 17: E ½, SE ¼, NE ¼

Pertinent comments are solicited from anyone affected by this proposal. Such comments should be filed within the next thirty (30) days with:

State of Utah, Department of Natural Resources  
 Division of Oil, Gas & Mining  
 1594 West North Temple  
 Suite 1210  
 Salt Lake City, UT 84116

Published in the Sun Advocate August 29, September 3, 5, 10, 12, 17, 19, and 24, 2013.

