

FILED

OCT 09 2014

SECRETARY, BOARD OF
OIL, GAS & MINING

**BEFORE THE BOARD OF OIL, GAS AND MINING
DEPARTMENT OF NATURAL RESOURCES
STATE OF UTAH**

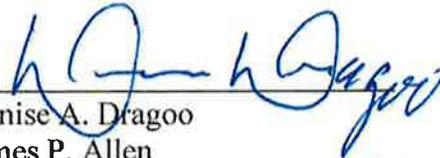
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| <p>UTAH DIVISION OF OIL, GAS & MINING, Petitioner, vs. HIDDEN SPLENDOR RESOURCES, INC., Respondent.</p> | <p>HIDDEN SPLENDOR RESOURCES, INC.'S EXHIBITS FOR HEARING Docket No. 2014-037 Cause No. ACT/007-020-(04)</p> |
|---|---|

Hidden Splendor Resources, Inc. ("Hidden Splendor" or "HSR"), the permittee of Mine Permit No. ACT/007/020, through its attorneys, Snell & Wilmer L.L.P., submits the following exhibits for hearing:

- Exhibit 1 Cecil Ann Walker Letters Testamentary
- Exhibit 2 Three (3) Photos of Horizon Mine
- Exhibit 3 Price Mine Service Letter dated October 7, 2014

Respectfully submitted this 9th day of October, 2014.

SNELL & WILMER L.L.P.



Denise A. Dragoo
James P. Allen
15 West South Temple Street, Suite 1200
Salt Lake City, UT 84101
Telephone: (801) 257-1900
Facsimile: (801) 257-1800

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **HIDDEN SPLENDOR RESOURCES, INC.'S EXHIBITS FOR HEARING** was sent via U.S. Mail, postage prepaid, this 9th day of October, 2014, to the following:

Steven F. Alder, Esq.
Douglas J. Crapo, Esq.
Utah Attorney General's Office
1594 West North Temple, Suite 300
Salt Lake City, Utah 84116
Attorneys for the Utah Division of Oil,
Gas & Mining

Michael S. Johnson, Esq.
Utah Attorney General's Office
1594 West North Temple, Suite 300
Salt Lake City, Utah 84116
Attorneys for the Utah Board of Oil,
Gas & Mining

Estate of Cecil Ann Walker
c/o Amanda Walker Cardinalli
50 W. Liberty, Suite 880
Reno, Nevada 89501



EXHIBIT 1

KARLA K. BUTKO, LTD., A Professional Corporation
P.O. Box 1249, Verdi, NV 89439
(775) 786-7118

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Code: 1925

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HOWARD W. CONYERS

BY J. Norvick
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

IN THE MATTER OF THE
CECIL ANN WALKER,
Deceased: 02/21/08
Washoe County, Nevada

Case No. PR08-00415

Dept. No. PR

LETTERS TESTAMENTARY

On the 16th day of October, 2008, the Court entered an Order admitting the Decedent's Will to probate and appointing AMANDA WALKER CARDINALLI as Executrix of the Decedent's estate. The executrix, after having been duly qualified, may act and has the authorities and duties of an executrix.

In testimony of which, I have this date signed these letters and affixed the seal of the court.

DATED this 21st day of OCT., 2008.

HOWARD CONYERS
CLERK OF THE COURT

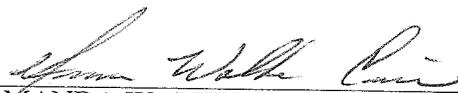
By J. Norvick
Deputy Clerk

KARLA K. BUTKO, LTD., A Professional Corporation
P.O. Box 1249, Verdi, NV 89439
(775) 786-7118

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OATH

I, AMANDA WALKER CARDINALLI, whose mailing address is 50 W. Liberty, Suite 880, Reno Nevada 89501, solemnly affirm that I will faithfully perform according to law the duties of executor, and that all matters stated in any petition or paper filed with the court by me are true of my own knowledge or, if any matters are stated on information and belief, I believe them to be true.


AMANDA WALKER CARDINALLI

Subscribed and affirmed to before me this 21 day of Oct., 2008.

HOWARD CONYERS
CLERK OF THE COURT

By J. Norvick
Deputy Clerk

CERTIFIED COPY

This document is a full, true and correct copy of the original on file and of record in my office, these letters have never been revoked, or set aside, and are still in full force and effect.

DATE: 10.21.08

HOWARD W. CONYERS, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

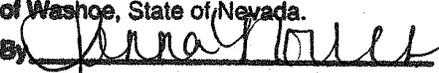
By  Deputy

EXHIBIT 2







EXHIBIT 3



Corporate Office: 140 North Cedar Hill Drive Price, Utah 84501 Phone: (435) 637-9300 Fax: (435) 637-1606

October 7, 2014

Hidden Splendor Resources, Inc.
c/o Alexander Walker
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

Re: Hidden Splendor Resources Property in Carbon County

Mr. Walker:

The attached purchase agreement represent the general form of agreement we would like to use in connection with our acquisition of the property owned by Hidden Splendor as referenced in the agreement. As we have discussed, we would like to acquire the property in its current configuration with the road, water wells, culverts, any septic system, electrical systems, the pond and current topography in place, but with the surface structures associated with the mining operations removed and the portals sealed.

Once the Division of Oil, Gas and Mining has confirmed the impact this transaction could have on the reclamation work required, we can proceed.

Sincerely,


Jerry Carlson

Delta, Co.
695 Ind. Blvd.
(970) 872-3214

Craig, Co.
1665 hwy 40
(970) 824-4300

Cortez, Co.
220 West Main
(970) 874-5256

Rock Springs, Wy.
2631 Foothill Blvd.
(307) 362-3325

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

DATED

BETWEEN

HIDDEN SPLENDOR RESOURCES, INC.
a Nevada corporation,
AS SELLER

AND

a _____

AS PURCHASER

INDEX

EXHIBIT A: Legal Description

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the "Agreement") made this ____ day of _____, 2014 by and between Hidden Splendor Resources, Inc., a Nevada corporation ("Seller"), and _____ ("Purchaser"), a _____, or assigns.

W I T N E S E T H :

WHEREAS, Seller is the owner of the fee interest of that certain property located in Carbon County, State of Utah (the "Land"), as more particularly described on Exhibit A annexed hereto.

WHEREAS, Seller is the owner of the Land and the buildings and other improvements thereon (the "Buildings") and the easements, rights and appurtenances, if any, relating to the Land and the Buildings. The Land and the Buildings shall sometimes hereinafter be collectively referred to as the "Premises".

WHEREAS, Purchaser desires that all of the Buildings located on the Land remain in their present condition.

WHEREAS, the Land has been improved with roads, culverts, ponds and water wells and springs, and Purchaser desires that all of the listed improvements remain intact and be conveyed to Purchaser in the condition in which they presently exist as time of closing.

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property (as hereinafter defined), on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the respective covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions. In addition to the defined terms appearing above, capitalized terms used in this Agreement shall have (unless otherwise provided elsewhere in this Agreement) the meanings when used herein.

2. Purchase and Sale.

2.1 Subject to and in accordance with the provisions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller the Property on the terms and conditions hereinafter contained in this Agreement.

2.2 The sale shall include all of the following (collectively the "Personalty"), which Personalty shall, on the Closing Date (as hereinafter defined), be unencumbered by any chattel mortgage, lien or security interest:

(a) The buildings' systems, fixtures, equipment, machinery, septic systems and other items of personal property and rights of Seller of every kind and description, tangible and intangible, now or hereafter attached or affixed to or located on and used or employed in connection with the use, operation, maintenance and occupancy of the Premises and the Personalty, excepting the following which shall be removed by Seller prior to Closing: [TO BE DETERMINED];

(b) All roads, culverts, ponds, water wells, easements, rights of way or use, privileges, licenses, appurtenances and rights relating to the Premises and belonging or appertaining thereto;

(c) All surveys, plans, architecture, engineering, drawings, designs, specifications, manuals and diagrams depicting or describing all or any part of the Premises or the Personalty, or the scope or operation thereof and all rights to reproduce the same and to proceed against the preparer of such for any misstatements, errors or omissions, if any which are in Seller's possession.

2.3 The Premises and the Personalty, together with all of the other items set forth in Section 2.2 hereof, are herein collectively referred to as the "Property."

2.4 The Property is to be sold and conveyed to Purchaser subject to the following matters (the "Permitted Encumbrances"):

(a) Real property taxes not yet due and payable as of the Closing Date, which shall be apportioned as hereinafter provided in Article 4.

(b) Unpaid installments of assessments not due and payable on or before the Closing Date, which shall be apportioned as hereinafter provided in Article 4.

(c) Any matter to which Purchaser has not delivered a notice of a Title Objection in accordance with the terms of Section 4.2 hereof, but excluding mortgages, deeds of trust or other Monetary Encumbrances as defined below on the Premises or any portion thereof.

3. Purchase Price.

3.1 The total purchase price for the Property is _____ (\$ _____) (the "Purchase Price"), due and payable by Purchaser as follows:

(a) Within ten (10) business days of the execution of this Agreement, Purchaser shall deliver the sum of _____

(§ _____) to the order of Metro National Title, 345 East 300 South, Salt Lake City, Utah, in its capacity as escrow agent (the "Escrow Agent") to be held in escrow for the benefit of Seller and Purchaser in accordance with the terms and conditions set forth in Section 15. This deposit together with the interest earned thereon is herein called the "Initial Deposit". If Purchaser does not terminate this Agreement pursuant to the provisions of Sections 4.2(b) or 5.5 hereof, upon the expiration of the Study Period, as defined in section 5.1 below, the Initial Deposit shall become non-refundable to Purchaser (except in the case of a Seller default or matters described in Sections 11 or 12 hereof).

(b) The balance of the Purchase Price at the Closing made by wire transfer of immediately available funds as the balance of the Purchase Price subject to adjustment as hereinafter set forth.

3.3 Seller represents that its federal employer identification number is 88-0315046 and Purchaser represents that its federal employer identification number is _____.

4. State of Title.

4.1 Seller shall convey good, marketable and insurable fee simple title to the Premises and will convey good and unencumbered title to the Personalty to Purchaser upon the Closing, subject only to the Permitted Encumbrances. Promptly after the complete execution of this Agreement, Seller will order a commitment for a standard Owner's Policy of Title Insurance together with complete and legible copies of all documents and instruments of record encumbering or affecting the Premises (the "Title Commitment") from Escrow Agent (herein also called the "Title Company"). As a condition to the Close of Escrow, a standard owner's policy of title insurance, or if Purchaser so elects, then an extended policy of title insurance covering the Premises in the amount of the Purchase Price (the "Title Policy") shall be issued to Purchaser by the Title Company and shall be subject only to the Permitted Encumbrances provided that if Purchaser does not elect to extend coverage, the Title Policy may also contain standard exceptions. The cost of the premium for a standard owner's policy of title insurance shall be borne by Seller. Additional premiums for an extended policy of title insurance or special endorsements shall be borne by Purchaser.

4.2 (a) Purchaser shall have until the end of the Study Period, (the "Title Review Period") to examine the Title Commitment, and such other information regarding Seller's title to any portion of the Property that Purchaser may elect to obtain and to specify to Seller in writing those items affecting Seller's title to the Property that Purchaser finds objectionable (each a "Title Objection") and specifying Purchaser's desired cure of each such Title Objection. Except as otherwise provided herein with respect to mortgages, deeds of trust or other Monetary Encumbrances, items affecting Seller's title that are not the subject of a timely Title Objection shall be deemed acceptable to Purchaser.

(b) Seller, subject to the provisions of Section 6.2(e) and (f) hereof, shall be obligated to cure any Title Objection which is a lien on the Premises resulting from a loan to Seller or assumed by Seller or a lien or other charge incurred by Seller in a fixed

or ascertainable amount (collectively, a "Monetary Encumbrance") on or before the Close of Escrow and may do so out of the Purchase Price proceeds. If Seller fails to pay or discharge such Monetary Encumbrance by the Closing Date, Purchaser shall have the right to pay or discharge such Monetary Encumbrance on Seller's account either directly or through the Title Company and deduct such amounts from the Purchase Price at the Closing. Seller shall have no obligation to cure any Title Objection which is not either a Monetary Encumbrance or a Permitted Encumbrance. After having received Purchaser's notice of Title Objections as set forth in Section 4.2(a) above, if within five (5) business days Seller fails to elect to cure the same or, Seller notifies Purchaser that it will not to cure same (or is unable to do so), Purchaser shall, not later than ten (10) business days of the delivery of notice of Title Objection, elect either to accept such title as Seller is able to convey without any reduction or abatement of the Purchase Price, or Purchaser shall elect to terminate this Agreement by delivering written notice thereof to the Seller in accordance with Section 16.1 of this Agreement, in which event the Deposit and all interest thereon shall be refunded to Purchaser and thereafter neither party shall have any liability to the other hereunder, except for those obligations expressly stated to survive termination of this Agreement. Purchaser's failure to timely elect to terminate this Agreement shall be deemed a waiver of any such Title Objection. Nothing herein contained shall obligate Seller to bring any action or proceeding or otherwise incur any expense in order to cure any Title Objection which is not a Monetary Encumbrance.

4.3 On the Closing Date, with respect to any Monetary Encumbrances which Seller is obligated to pay or discharge in order to convey to Purchaser such title as is herein provided to be conveyed, Seller may use any portion of the Purchase Price to satisfy the same, provided:

(a) Seller shall deposit with the Title Company sufficient monies acceptable to the Title Company to insure the obtaining and the recording of such satisfactions and reconveyances.

4.4 If a search of title or other records discloses judgments, bankruptcies or other returns against other parties other than the Seller having names the same as, or similar to, that of Seller, Seller will deliver to the Title Company an affidavit that such judgments, bankruptcies or other returns are not against Seller and such affidavit shall otherwise be in form and content sufficient to permit the Title Company to remove such judgments, bankruptcies or other returns as exceptions to title and the Title Policy.

5. Due Diligence Review; Contingencies.

5.1 Purchaser shall have a period of _____ days from the date of this Agreement (the "Study Period"), to complete an inspection and due diligence review of the following items (some of which will be provided by Seller to Purchaser, to the extent in Seller's possession or can be obtained by Seller without undue expense or difficulty), in accordance with Section 5.3 hereof, which in Purchaser's sole discretion may consist of, but shall not limited to (a) a review of Buildings' "as built" plans and specifications provided by Seller, (b) an engineering study of the Buildings to cover its structural integrity and mechanical, electrical, plumbing, roofing and life safety systems as well as other building code and zoning

matters and confirming that the Buildings are constructed in accordance with the plans and specifications therefor, if any, (c) an environmental report or study, (d) a review of all costs, expenses, utilities, landscape and building maintenance, insurance costs, and other expenses incurred or associated with the operation of the Property, and (e) such other matters as Purchaser, in its sole and absolute discretion, deems necessary or desirable to determine the suitability of the Property. The foregoing studies and analyses shall be performed at Purchaser's expense.

5.2 During the period from the date of this Agreement through the end of the Study Period, Purchaser and its authorized representatives shall have the right at reasonable times, upon reasonable prior notice, to inspect, test and sample the Property at its sole expense and risk. Such inspection, testing and sampling shall be without damage or change to the Property, except minor damage incident thereto which shall be immediately repaired by Purchaser to the preexisting condition or better at no cost to Seller. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any liability, loss, damage, claim or expense, including, but not limited to, reasonable attorneys' fees, which arise out of Purchaser's acts in connection with the exercise of its rights under this Section 5.2. The preceding indemnity shall survive the Closing or sooner termination of this Agreement.

5.3 Seller shall allow Purchaser and its representatives, agents and contractors to inspect and copy books, records, reports and accounts, relating to the Property, at such times and from time to time as Purchaser may reasonably request. In conjunction therewith, within five (5) calendar days of the date of this Agreement, Seller will make available to Purchaser such of the following as Seller has in Seller's possession or can obtain without undue expense or difficulty:

(a) All environmental reports, if any, respecting the Premises in Seller's possession;

(b) The Buildings' plans (including "as built") and specifications including soils, seismic, structural, architectural and engineering reports, surveys and certifications, if any, in Seller's possession;

(c) All contractor warranties and third party equipment warranties with respect to the Property, if any, in Seller's possession;

(d) The Mining Permit and Reclamation Agreement, both as hereinafter defined;

(e) The Coal Lease as hereinafter defined.

5.4 Purchaser is aware that the Land, Buildings and Personalty have been utilized in a coal mining operation and that in conjunction therewith, a permit was originally issued to Horizon Mine, permit number ACT/007/020 on October 10, 1996; that the Permit has been transferred several times and was eventually transferred to Seller on July 1, 2003 ("Mining Permit"), and in conjunction therewith, a Reclamation Agreement was executed by Seller effective June 11, 2003, committing Seller to reclaim the disturbed areas respecting the

mining operation as required by the Mining Permit ("Reclamation Agreement"). Additionally, the Property's use as a coal mine was done so pursuant to a federal coal lease, designated UTU-74804 ("Coal Lease"). Purchaser is not acquiring or assuming the Mining Permit, the Reclamation Agreement nor the Coal Lease as part this transaction. Purchaser is also aware that Denly Utah Coal, LLC, and/or individuals and entities related thereto or affiliated therewith ("Secured Party"), is the holder of one or more promissory notes or other financial obligations which are secured by the Property ("Security Interests"), and that the Internal Revenue Service and other taxing authorities may claim in interest in the Property ("IRS Claims").

5.5 Purchaser shall have the right until the end of the Study Period to terminate this Agreement for any reason or no reason by delivering written notice thereof to the Seller in accordance with Section 16.1 of this Agreement, in which event the Deposit and all interest thereon shall be refunded to Purchaser and thereafter neither party shall have any liability to the other hereunder, except for those obligations expressly stated to survive the termination of this Agreement. If Purchaser does not terminate this Agreement pursuant to the provisions of this Section 5.5 or Section 4.2(b) hereof, then the Deposit shall become nonrefundable (except in the case of a Seller default or matters described in Sections 11 or 12 hereof) and Purchaser and Seller shall close the purchase and sale of the Property at the price and upon the terms and conditions set forth herein.

6. Close of Escrow.

6.1 Subject to and in accordance with the provisions of this Agreement, and provided all conditions to the Close of Escrow shall have been satisfied (including those set forth in Articles 4, 5 and 6.2), the Close of Escrow shall occur on the first business day _____ days after the date of this Agreement or such other date as the parties may agree to in writing (the "Closing Date"), at the offices of the Escrow Agent, or such other place as may be mutually agreed by the parties. The foregoing notwithstanding, in the event that prior to the Closing Date Seller has not obtained all governmental and private authorizations and permits, including, but not limited to, a satisfactory modification to the Reclamation Agreement, an agreement to release the IRS Claims, an agreement from the Secured Party, to accept the Purchase Price (less adjustments and prorations), in exchange for a release of the Security Interests which encumber any portion of the Property, the form and content of such matters shall be determined in Seller's sole discretion, Seller may elect to extend the Closing Date by a period up to thirty (30) days by written notice to Purchaser. The election to extend must be made, if at all, on or before the originally scheduled Closing Date.

6.2 In addition to the other requirements and contingencies elsewhere set forth in this Agreement, the parties' obligation to close this transaction is subject to and conditioned upon:

- (a) There being no material default by the other party.
- (b) The other is not in breach of this Agreement.

(c) There is no material adverse condition relating to the Property which occurs between the end of the Study Period and the Closing Date.

(d) Seller shall have obtained a modification to the Reclamation Agreement in form and content satisfactory to the parties.

(e) Seller shall have obtained, on terms satisfactory to Seller, an agreement from the Internal Revenue Service to release the IRS Claims.

(f) The Secured Party shall have agreed to release its Security Interests in exchange for payment of the Purchase Price, less prorations and other adjustments at Closing on terms satisfactory to Seller.

(g) The Escrow Agent shall issue the Title Policy.

6.3 On or before the Closing Date, Seller shall execute, acknowledge and/or deliver or cause the execution, acknowledgement or delivery, as the case may be, to the Escrow Agent, of the following:

(a) A special warranty deed for the Premises, executed by Seller and delivered in recordable form ("Deed").

(b) A General Assignment and Bill of Sale executed by Seller providing, in part, for the assignment and transfer to Purchaser of all Personalty (the "Bill of Sale").

(c) Certificates (the "FIRPTA Certificates") executed by Seller setting forth addresses and federal tax identification number of Seller and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the Internal Revenue Code, and any regulations thereunder.

(d) Exclusive possession of the Property in the condition required by this Agreement.

(e) Such other documents as may be customary or otherwise reasonably required by the Title Company in order to issue the Title Policy in accordance with this Agreement.

6.4 On or before the Closing Date, Purchaser shall execute, acknowledge and/or deliver to the Escrow Agent, as the case may be:

(a) The balance of the Purchase Price payable in accordance with the provisions of Section 3.1(b).

(b) Such other documents as may be customary or otherwise reasonably required by the Title Company to issue the Title Policy in accordance with this Agreement.

6.5 On the Closing Date, Escrow Agent shall effect the close of escrow (the "Close of Escrow" or the "Closing") by:

- (a) Recording the Deed;
- (b) Recording all documents as may be necessary to clear title in accordance with the requirements of this Agreement;
- (c) Recording the documents securing Purchaser's mortgage financing, if any;
- (d) Paying all closing costs and making all prorations in accordance with the terms of this Agreement and the statement of adjustments and prorations prepared by Purchaser and Seller and delivered to Escrow Agent prior to the Closing Date;
- (e) Delivering to Purchaser the Title Policy, Escrow Agent's certified closing statement and the originals of the Bill of Sale and FIRPTA Certificate;
- (f) Delivering to Seller or the Secured Party, as appropriate, or as they may otherwise direct, the Purchase Price, plus or minus closing adjustments and prorations and Escrow Agent's certified closing statement.

6.6 Upon advice from Escrow Agent that the Close of Escrow has been effected in accordance with Section 6.5, Seller shall deliver all keys to the Buildings in the possession or control of Seller together with physical possession of the Property to Purchaser.

7. Seller's Covenants.

7.1 From and after the execution of this Agreement to and including the Closing Date:

(a) Except as otherwise provided herein, Seller shall not allow any new or modify any existing lien or encumbrance affecting the Property (except to reduce or obtain a release thereof), execute any lease, or consent, execute or approve any matter as to which Seller has the right to consent, execute or approve, all without Purchaser's prior written consent.

(b) Except as otherwise provided herein, between Seller's execution of this Agreement and the Closing, Seller shall, at its sole cost and expense: (i) cause the Property to be maintained in good order, condition and repair, reasonable wear and tear and casualty excepted; and (ii) cause accurate books and records regarding the Property's ownership to be maintained.

(c) Subject to Purchaser's compliance with the requirements of Section 5.2, Seller shall give Purchaser, its representatives, contractors and agents access to the Property for the purpose of conducting the inspections more particularly described in Article 5.

(d) Seller shall promptly provide to Purchaser copies of all notices, as well as copies of any summons, complaint, temporary restraining orders, orders to show cause, notices or other documents evidencing the commencement or continuation of any legal action or administrative proceeding against Seller in any way affecting the Property.

8. Representations and Warranties.

8.1 Acknowledging that Purchaser is relying on such in making its purchase decision hereunder, Seller represents and warrants to Purchaser as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, is duly qualified and has all necessary power, to execute and deliver this Agreement and perform all its obligations hereunder;

(b) The execution and delivery by Seller of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all required company action and this Agreement constitutes the valid and binding obligation of Seller enforceable in accordance with its terms;

(c) Seller will, contemporaneously with Closing, own fee simple, marketable legal title to the Premises.

(d) Seller is not aware of any existing or threatened condemnation or eminent domain proceedings (or proceedings in lieu thereof) affecting the Property or any portion thereof;

(e) There are no employees or contractors of Seller at work at the Premises and there are no service, maintenance, management or other contracts applicable to the Property that would bind Purchaser after the Closing except as the foregoing may relate any required reclamation in connection with the Permit;

(f) There are no leases, except the Coal Lease executed with respect to the Premises and no person or entity has any right of possession to all or any portion of the Premises; and

(g) All warranties of Seller contained in this Agreement are and shall be accurate and true to Seller's knowledge in all material respects at the Closing Date and shall survive the Closing.

8.2 Purchaser represents and warrants to Seller:

(a) Purchaser is a _____ duly organized, validly existing and in good standing under the laws of the State of _____, is duly qualified and has all necessary power, to execute and deliver this Agreement and perform all its obligations hereunder;

(b) This Agreement constitutes the valid and binding obligation of Purchaser enforceable in accordance with its terms;

(c) There are no attachments, executions, or assignments for the benefit of creditors, voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or threatened against Purchaser.

(d) Except as otherwise provided herein, Purchaser acknowledges that Purchaser is purchasing the Property based upon Purchaser's own due diligence and investigation, and that Purchaser is purchasing the Property AS-IS.

9. Brokers.

9.1 Seller and Purchaser represent and warrants to the other that neither has dealt with any real estate brokers to whom a commission may be owed as a result of this Agreement. Each party shall indemnify, defend and save the other harmless from and against any expense (including legal fees), claim, loss or liability in connection with a claim by any other broker or other finder claiming to have dealt with the indemnifying party.

9.2 The provisions of this Article 9 shall survive the Closing or earlier termination of this Agreement.

10. Assignment.

10.1 Purchaser shall not be entitled to assign its rights in, to and under this Agreement without the prior written consent of Seller, which shall not be unreasonably withheld or delayed. No such assignment shall be effective or binding on Seller until notice thereof has been delivered to Seller and the assignee executes an assignment and assumption agreement in ordinary and customary form by which such assignee assumes all of Purchaser's rights, duties and obligations under this Agreement.

11. Casualty.

11.1 If prior to the Close of Escrow all or any part of the Property is destroyed or damaged by fire or the elements or by any other cause, Seller shall promptly provide written notice thereof to Purchaser and include with such notice a copy of any insurance policies which may provide coverage for the loss. If the Property suffers material destruction or damage, Purchaser may, by written notice to Seller within ten (10) days after receipt of notice of the occurrence, elect to cancel this Agreement. In the event Purchaser shall so elect, the Deposit shall be returned to Purchaser and, upon such return of the Deposit, both parties shall be relieved

and released of and from any further liability hereunder, except with respect to those provisions which expressly survive the termination of this Agreement. As used herein, "material destruction or damage" shall mean destruction or damage to the Buildings that cannot be reasonably expected to be completely repaired and restored for a cost less than TEN THOUSAND DOLLARS (\$10,000). If the Property does not suffer material damage or destruction, Seller shall promptly repair and restore the Property to its prior to casualty condition. If Purchaser does not elect to cancel the Agreement in the case of material destruction or damage, Seller shall assign to Purchaser all insurance proceeds resulting from such damage and/or destruction. In such event, Seller shall not enter into any construction contracts, agreements or take other actions with respect to the Property without first obtaining the written consent of Purchaser, which consent shall not be unreasonably withheld.

12. Condemnation.

12.1 In the event of the institution or threatened institution of any proceeding (judicial, administrative or otherwise), which shall relate to a proposed taking by eminent domain (a "Taking") of all or any portion of the Property which would result in "material destruction or damage" as defined above, or reasonable means of vehicular access to the Property which adversely affects access to the Property, Purchaser shall have the right and option to terminate this Agreement by giving Seller notice to such effect within ten (10) days after its receipt of written notice of any such occurrence. Seller shall promptly furnish Purchaser with written notice in respect of such occurrence. Should Purchaser so terminate this Agreement, the Deposit shall be paid to Purchaser, and thereupon the parties hereto shall be released from their respective further obligations and liabilities hereunder, except with respect to those provisions which are specifically stated herein to survive a termination of this Agreement. In the event that Purchaser does not timely elect to terminate this Agreement, Purchaser shall accept conveyance of the Property subject to such proceeding without the portion of the Property taken, and Seller shall assign its interest in any condemnation award to Purchaser at the Close of Escrow.

13. Default.

13.1 If Purchaser defaults hereunder, and such default is not cured within ten (10) business days after written notice from Seller, the Deposit and all interest thereon shall be retained by Seller as liquidated damages as a sole and exclusive remedy for such default, in which event this Agreement shall thereupon terminate, the parties being thereafter relieved of all obligations hereunder and to each other, other than those, if any, which are specifically stated to survive such termination. The parties acknowledge and agree that actual damages would be difficult to ascertain and the Deposit is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default by Purchaser under this Agreement.

13.2 If Seller default hereunder, and such default is not cured within ten (10) business days after written notice from Purchaser, then Purchaser may elect either to (i) terminate this Agreement and recover the Deposit together with interest to Purchaser, and, in

addition, Seller shall pay to Purchaser a like amount as liquidated damages; or (ii) pursue an action for specific performance and other equitable remedies, but not damages. Upon making the election that this Agreement shall be terminated, and after Purchaser obtains a return of the Deposit, together with a like amount from Seller, and the parties shall not have any further obligations hereunder, other than those, if any, which specifically survive the termination of this Agreement.

14. Expenses.

14.1 Seller shall pay (a) the fees and expenses of Seller's counsel; (b) the fees necessary to release and record the release of all Monetary Encumbrances; (c) all expenses for a standard owner's policy of title insurance; (d) all fees incurred by the Title Company pertaining to the Title Commitment; and (e) one half (1/2) of the Escrow Agent's fee, if any.

14.2 Purchaser shall pay (a) the cost of architects, engineers and the reports prepared pursuant to Section 5.1; (b) the fees and expenses of Purchaser's counsel; (c) the conveyance, sales, transfer, intangible and recording taxes imposed by state, county and local authorities due by reason of this transaction and/or on the recording of the Deeds; (d) one half (1/2) of the Escrow Agent's fee, if any, and (e) costs of special endorsements or conditions associated with the Title Policy and including any premiums associated with extended coverage beyond a standard owner's policy of title insurance.

15. Escrow.

15.1 Escrow Agent agrees that it shall hold the Deposit in escrow in accordance with the terms and conditions of this Agreement. Escrow Agent shall give notice to Purchaser and Seller of the bank, branch and account number of the account into which the Deposit is made promptly after making the same. Purchaser shall have the right to direct the form of investment that will be made with the Deposit while in escrow. All interest earned on the Deposit while held in escrow shall be for the benefit and account of Purchaser and shall be considered a part of the Deposit. Purchaser shall provide such information and execute such forms as may be necessary to properly report such interest income. All interest earned on the Deposit shall be deemed part of the Deposit.

15.2 At the Close of Escrow the Deposit shall be paid by Escrow Agent to Seller or the Secured Party, as appropriate, or as they may otherwise direct, and applied to the Purchase Price in accordance with the terms of this Agreement, subject to any requirements to be applied to release or remove any Monetary Encumbrances, and any pro-rations or apportionments required hereunder. If the Close of Escrow shall not occur as a result of the default of Seller, the Deposit shall be paid to Purchaser if Purchaser so elects. If for any reason either Seller or Purchaser makes a written demand upon Escrow Agent for payment of the Deposit, or if Escrow Agent intends to pay such deposit over to either party, Escrow Agent shall give at least ten (10) business days written notice to the other party of such demand and of its intention to pay over the Deposit to the other party on a stated date. If Escrow Agent does not receive a written objection to the proposed payment, Escrow Agent is hereby authorized and

directed to make such payment. If any party delivers to Escrow Agent written objection to such payment before the proposed payment date, Escrow Agent shall continue to hold the Deposit until otherwise directed by written instructions by all parties or a final decision of a court of competent jurisdiction. In the event of such dispute, Escrow Agent may deposit the Deposit with an appropriate court of competent jurisdiction and, after giving written notice of such action to the parties, Escrow Agent shall have no further obligations with respect to the Deposit.

15.3 The duties of Escrow Agent are only as herein specifically provided. Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it to be genuine and signed by either of the other parties or their successors. Escrow Agent may assume that any person purporting to give any notice of instructions in accordance with the provisions herein, has been duly authorized to do so. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by the parties to be bound. The parties hereto shall jointly and severally reimburse and indemnify Escrow Agent for, and hold it harmless against, any and all loss, liability, costs or expenses in connection herewith, including reasonable attorneys' fees and disbursements, arising out of or in connection with Escrow Agent's acceptance of, or the performance of Escrow Agent's duties and obligations under this Agreement, as well as the reasonable costs and expenses of defending against any claim or liability arising out of or relating to this Agreement, unless the same results from Escrow Agent's negligence or breach of its obligations under this Agreement. Purchaser and Seller shall share equally in the reimbursement of Escrow Agent except in the event of litigation between the parties, in which event the party determined not to be entitled to the Deposit shall reimburse Escrow Agent, or if the Deposit is split between the parties, then such costs of Escrow Agent shall be split between Seller and Purchaser upon the inverse proportionate amount received by each (i.e., if a party is entitled to 90% of the Deposit, that party pays 10% of Escrow Agent's costs). Escrow Agent is acting as stakeholder only with respect to Deposit delivered to it hereunder.

15.4 Delivery or disbursement by Escrow Agent of any amount of the Deposit to be delivered or disbursed by Escrow Agent hereunder, by means of Escrow Agent's check, subject to collection, or by wire transfer to the party to whom said sum is to be delivered hereunder, shall constitute good and sufficient delivery of said sum for the purposes of this Agreement.

15.5 The parties and/or the Escrow Agent shall be entitled to add to or supplement these escrow instructions in accordance with this Agreement and as reasonably required based upon the information and reports (including the Title Commitment) obtained by the parties and Escrow Agent.

16. Notices.

16.1 Any notice required or permitted to be given pursuant to this Agreement shall be effective and valid only if in writing, and delivered personally by reputable express courier or delivery service (next morning business day delivery), or sent by facsimile machine or email (with a copy by first class mail) or postage prepaid by certified or registered

mail, return receipt requested, as follows or to such other address or person as either party or person entitled to notice may specify by notice given as herein provided:

If to Seller: Alexander H. Walker III, President
HIDDEN SPLENDOR RESOURCES, INC.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
Telephone: (801) 363-0100
Facsimile: (801) 521-3301
Email: awalkerlaw@aol.com

With a Copy to: Scott R. Wangsgard,
S.R. WANGSGARD, L.C.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
Telephone: (801) 578-3510
Facsimile: (801) 578-3531
Email: srw@srwlc.com

If to Purchaser: _____

Telephone: _____
Facsimile: _____
Email: _____

With a Copy to: _____

Telephone: _____
Facsimile: _____
Email: _____

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third (3rd) day after the same is deposited with the United States Postal Service.

17. Miscellaneous.

17.1 The parties hereto acknowledge that all understandings and agreements heretofore had between them with respect to the subject matter of this Agreement are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly

authorized in writing or as otherwise expressly permitted herein. The parties acknowledge that all obligations between them are fully expressed herein respecting the subject matter of this Agreement.

17.2 The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

17.3 No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

17.4 This Agreement shall bind, and inure to the benefit of, the successors and assigns of Seller and Purchaser.

17.5 This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. Either party may deliver this Agreement by facsimile transmission or email of such signed counterpart to the other party.

17.6 The captions used herein are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

17.7 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless such invalidity, voidance or unenforceability prevents (a) the conveyance, transfer and assignment of the Property to Purchaser as contemplated by this Agreement, or (b) the payment of the Purchase Price to Seller, in which cases this Agreement shall be null and void, the Deposit returned to Purchaser and neither party shall have any further rights or liabilities hereunder except for those provisions which survive termination of this Agreement.

17.8 This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

17.9 Exhibit A attached hereto is incorporated herein by reference and made a part of this Agreement.

17.10 Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons or parties include their permitted successors and assigns; (d) words and terms which include a number of constitute parts, things or elements, including the Property,

shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole.

17.11 Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind Purchaser or Seller or the parties hereto with respect to the subject matter hereof except this Agreement.

17.12 The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement. The provisions of this Section shall survive the delivery of the Deed.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the day and year first above written.

SELLER: HIDDEN SPLENDOR RESOURCES, INC.

By: _____
Alexander H. Walker III
Its: President

PURCHASER: _____

By: _____

Its: _____

Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging its agreement to accept receipt of the Deposit and its agreement to deposit it and act in accordance with provisions hereof.

Metro National Title

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description