

EXHIBIT A**DESCRIPTION OF REAL PROPERTY
(LOCATED IN CARBON COUNTY, UTAH)****Township 12 South, Range 10 East, SLB&M**

Section 31: SW/4

containing 160.00 acres, more or less.

Township 13 South, Range 9 East, SLB&M

Section 01: E/2 NE/4

containing 80.17 acres, more or less.

Township 13 South, Range 10 East, SLB&M

Section 06: NW/4 NW/4

containing 36.52 acres, more or less.

Less and except:

1. A tract in the SW/4 SW/4 of Section 31 and also in Lot 4 of Section 6, Township 13 South, Range 10 East, SLB&M, containing 3.92 acres, more or less, described by metes and bounds, as conveyed by Corrected Quitclaim Deed dated effective September 18, 1990 between Blackhawk Coal Seller and Cyprus Western Coal Seller, Grantors, and Carbon County, Utah, Grantee, recorded on December 3, 1996, in Book 381, Page 578, Carbon County, Utah, to which record reference is made herein for all purposes (Castle Gate Cemetery).
2. A tract in the S/2 SW/4 of Section 31 containing 0.92 acres, more or less, described by metes and bounds, conveyed by Quit-Claim Deed dated November 10, 1995 between Blackhawk Coal Seller and Cyprus Western Coal Seller, Grantors, to Pacificorp, Grantee, recorded on November 21, 1995 in Book 364, Page 756, Carbon County, Utah, to which record reference is made herein for all purposes.

Containing, after exceptions, 271.85 acres, more or less.

Subject to:

All prior oil and gas leases; all prior conveyances of record of portions of the Property or interest in the Property, or of any rights, titles or interests therein; all conveyances by Seller or Seller's predecessors in interest subsequent to the acquisition of the Property or interests in the Property, or of any rights, titles or interests therein; existing oil and/or gas wells; reservations of rights to drill for oil, gas, water and other minerals of record; all exceptions, reservations, conditions, rights, privileges, easements, encumbrances or rights-of-way as are contained within prior instruments of record affecting the Property or as are apparent from an inspection of the Property; any discrepancies, conflicts in boundary lines, shortage of area, encroachments and any facts which a correct survey and inspection of the Property would disclose and which are not shown by the public records; all ordinances, resolutions and decrees creating special statutory districts;

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Mine # C/1007/0038
 File incoming
 Record # 0025
 Doc. Date 6/13/06
 Recd. Date 6/13/06

building, zoning and subdivision restrictions and regulations; and any liens for special improvements, if any, whether assessed or not.

NOTE: The above described real property is subject to modification pending the outcome of a survey to be conducted by and/or at the behest of Seller.

MAP OF REAL PROPERTY TO BE INSERTED HERE

EXHIBIT B**DESCRIPTION OF PERSONAL PROPERTY EXCLUSIONS**

1. All computer and computer related equipment owned and operated by Seller.
2. All leased furniture, fixtures and equipment.
3. All items of furniture, fixtures, equipment and office supplies located in the Administration Office Building in (a) that certain office identified by the sign "Administrative Manager;" and (b) that certain office identified by the sign "Accounting Supervisor" and (c) that certain office identified by the sign "Admin. Assistant." and (d) that certain office identified by the sign "Storage A227" and that certain office identified by the sign "Store A154 / Mail A132".
4. All conveyor belting.
5. Two electrical transformers located under the rear (north) awning of the Administration Office Building.
6. One portable water pump located in the Warehouse.
7. One Gradal Forklift Model No. 534C-9 and one Hyster Forklift Model No. J50XM-28.

EXHIBIT C

DONATED ASSETS

The following is a listing, in general, of all the personal property donated by Seller to Purchaser:

Those items located on the Real Property that are not included in the Purchased Assets or the Retained Assets, including, without limitation, such items as office equipment, office furniture, maintenance and warehouse equipment, supplies, fuel and tools, office supplies, and appliances.

Additional items, to be included by the time of Closing, include:

EXHIBIT D**FORM OF OFFICE LEASE FOR SELLER TO LEASE SPACE AFTER CLOSING****LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Agreement"), is made and entered into effective the ____ day of _____, 2006, between the College of Eastern Utah, with an address at 451 East 400 North, Price, Utah 84501 (hereinafter referred to as "Landlord"), and Plateau Mining Corporation, with an address at P. O. Box 30, Helper, Utah 84526 (hereinafter referred to as "Tenant").

WITNESSETH:

1. Demise: Landlord, in consideration of the rents, covenants and agreements herein contained and on the part of the Tenant to be fully kept and performed, does hereby demise, lease and let unto Tenant, for the term and upon the conditions and provisions herein set forth, in an "AS IS CONDITION" (a) the office space identified by the sign "Administrative Manager;" (b) the office space identified by the sign "Accounting Supervisor;" and (c) the office space identified by the sign "Admin. Assistant" (collectively the "Office Space") located on the 2nd floor of that certain building presently identified as the Administration Office Building located at 847 NW Highway 191, Helper, Utah 84526, as further shown in yellow on Exhibit "A" attached hereto and made a part hereof and, the same being located in Carbon County, Utah (hereinafter referred to as "the Premises").
2. Term: The primary term of this Agreement shall be for a period of two (2) years and shall commence on the effective date hereof and end at 12:00 midnight on the ____ day of _____, 2008, unless terminated earlier as provided for below. Tenant is entitled to possession of the Office Space on the date the term begins. This Agreement may be terminated sooner as follows:
 - a. Tenant may terminate this Agreement for no reason or any reason whatsoever by giving sixty (60) days' prior written notice to Landlord and subject to the terms and conditions as provided below; and
 - b. Landlord may terminate this Agreement for Tenant's uncured breach of any of the terms and conditions of this Agreement as provided below.
3. Rental:
 - a. Tenant shall pay to Landlord as rental for the Office Space, from the date the term begins until the term ends (or this Agreement is terminated), Five Hundred Dollars (\$500.00) per month, payable on or before the first day of each month at Landlord's address set forth below. Rental for any partial month of the term shall be prorated. Time is of the essence for each rental payment.
 - b. For any payment that is not paid within five (5) days after its due date, Tenant shall pay a late fee of \$25.00.

- c. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.
4. Security Deposit: Prior to taking possession of the Office Space, Tenant shall be required to pay to Landlord a security deposit equal to one (1) month's rent as security for Tenant's complete performance of this Agreement; however, Landlord may apply all or any part of any unused rental and/or the security deposit to:
- a. the repair of any damage to the Office Space occurring after the term begins;
 - b. any payment to secure the release of any liens or encumbrances on the Office Space and/or Premises arising out of Tenant's possession;
 - c. the payment of any other amounts which are Tenant's responsibility if Tenant does not pay such amounts when due; or
 - d. the payment of any loss suffered by Landlord as a result of Tenant's breach of any of the terms hereof.

Landlord will return to Tenant, in accordance with law, any rental and/or security deposit amount(s) remaining after the Agreement terminates and Tenant has paid all sums Tenant owes under this Agreement.

5. Alterations: Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Office Space as specified. Such construction shall be undertaken and any related fixtures may be erected only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not install signage or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the Agreement term, Tenant shall be entitled to remove (or at the request of Landlord remove) such fixtures, and shall restore the Office Space to substantially the same condition the Office Space is in on the effective date of this Agreement
6. Acceptance: Tenant has inspected the Office Space, including all improvements, personal property and fixtures, and accepts them in the condition that they are in on the date this Agreement is signed. Tenant acknowledges that Tenant has inspected the Office Space as described herein, for which Landlord makes no representations or warranties, either expressed or implied, and Tenant accepts the Office Space in an as is condition "*AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY OR CONDITION OF THE PROPERTY, FITNESS FOR A PARTICULAR PURPOSE OR USE DESIGN OR OTHERWISE, WHETHER EXPRESSED OR IMPLIED BY LAW OR FACT.*" Tenant acknowledges that Tenant's use of the Office Space shall be at Tenant's sole risk.
7. Maintenance and Repairs: Tenant shall keep the Office Space in a clean and sanitary condition during the term of this Agreement. Tenant shall be responsible for keeping the

Office Space and all items pertaining thereto in good repair. Landlord shall have no obligation to make any repairs of any nature to the Office Space that are caused by or are due to the negligence or abuse by Tenant or Tenant's employees, guests and invitees. If Tenant does not make repairs and replacements for which Tenant is responsible, Landlord may make such repairs or replacements and may collect the cost of such from Tenant as additional rent. Landlord shall provide electricity, heat and water at its expense.

8. Allowed Uses/Restrictions:

- a. The Office Space shall be used solely for business or commercial purposes only.
- b. The Office Space may be used for any other purpose only with the prior written consent of Landlord, which consent shall not be unreasonably withheld.
- c. Tenant shall notify Landlord of any anticipated extended absence from the Office Space not later than the first (1st) day of the extended absence. Tenant shall comply with all laws and regulations of any governmental authority that apply to the Premises and Tenant's use and occupancy of the Office Space.
- d. The lease of the Office Space includes all furnishings not otherwise owned by Tenant. Tenant shall return all such items at the end of the term of this Agreement in a condition consistent with that which exists on the effective date of this Agreement, except for such deterioration that might result from normal use of the furnishings.
- e. Tenant shall be entitled to utilize any non-reserved parking spaces located anywhere within the parking lot located on the Premises. Said parking spaces may be used by Tenant for its employees, guests and invitees during the conduct of its operations upon the Premises and for no other reason whatsoever.
- f. Tenant shall be entitled to store items of personal property in any area Tenant may desire within the confines of the Office Space during the term of this Agreement. Landlord shall not be liable for any loss or damage to such stored items.
- g. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance Seller, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
- h. Tenant shall comply with all laws, ordinances, rules, regulations and requirements of any federal, State of Utah, county, municipal and other authorities, and the fire insurance underwriters. Notwithstanding the foregoing, Tenant shall not by this provision be required to make alterations to the exterior of the building in which the Office Space is located or alterations of a structural nature.

9. Rights Reserved by Landlord: Landlord is actively engaged in certain operations associated with the building in which the Office Space is located and Landlord, in connection with its operations, hereby specifically reserves unto itself, its successors and assigns the continuing right to construct, reconstruct, maintain and repair any access roads, the parking lot,

transmission lines, water lines, pipelines, electrical lines, and telephone lines.

10. Waste: Tenant shall not commit or knowingly allow another to commit any waste or nuisance upon the Premises. Tenant shall not destroy, deface or damage any part of the Premises or knowingly permit any other person to do so.
11. Right of Entry: Subject to Tenant's consent, which consent shall not be unreasonably withheld, Landlord shall have the right to enter into the Office Space to make inspections, provide necessary services or show the Office Space to prospective buyers, mortgagees, tenants or workers. Landlord does not, however, assume any liability for the care or supervision of the Office Space. As provided by law, in the case of an emergency, Landlord may enter the Office Space without Tenant's consent. During the last three (3) months of this Agreement, or any extension of this Agreement, Landlord shall be allowed to show the Office Space to prospective tenants.
12. Utilities: Landlord shall be responsible for and shall pay promptly when due all utility charges applicable to telephone, electrical, water/sewer, trash collection and janitorial services which are furnished to the Premises and Office Space during the term of the Agreement.
13. Taxes: Taxes attributable to the premises shall be allocated as follows:
 - a. Real Estate Taxes. Tenant shall pay all real estate taxes and assessments which are assessed against the Office Space during the term of this Agreement.
 - b. Personal Property Taxes. Tenant shall pay all personal property taxes and any other charges which may be levied against the Office Space and which are attributable to Tenant's use of the Office Space, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.
14. Encumbrances: Tenant shall keep the Premises and Office Space free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Tenant's use and occupation of the Premises and Office Space. Tenant agrees to (a) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that any lien will not be valid; and (b) take whatever additional steps that are necessary in order to keep the Premises and Office Space free of all liens resulting from construction done by, for or on behalf of Tenant.
15. Hold Harmless: Landlord shall not be liable for any injury, death or property damage suffered by Tenant or anyone else upon the Premises, except injury or damage to Tenant caused solely by Landlord's own negligence. Tenant, for Tenant and Tenant's successors, assigns, agents, employees, invitees and guests hereby agrees to indemnify, save, defend and hold harmless, and fully releases, acquits and forever discharges Landlord of and from any and all obligations (including without limitation, the obligation to warn of known dangers), actions, causes of action, claims, demands, judgments, liabilities, losses, costs, damages and expenses of whatever kind or character (including, without limitation, reasonable attorneys fees), for any injury, death or damages of any kind or character, whether to persons, animals or property, arising out of or caused directly or indirectly by

Tenant's use and occupancy of the Premises and Office Space.

16. *Destruction of Premises:* In the event the building located upon the Premises is partially destroyed by fire or other casualty not attributable to Tenant to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repairs is less than \$250,000, Landlord shall repair the Premises and a just proportion of the rental payments shall abate during the period of the repair according to the extent to which the building located upon the Premises has been rendered untenable. Notwithstanding the foregoing, if the damage is not repairable within sixty (60) days, or if the cost of repair exceeds \$250,000, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Agreement shall terminate upon thirty (30) days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to Tenant. Tenant shall give landlord immediate notice of any damage to the Office Space and/or Premises, as applicable.
17. *Breach and Re-entry:* Tenant shall be in default of this Agreement if Tenant fails to fulfill any Agreement obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within ten (10) business days (or commence to cure any other obligation within thirty (30) business days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Office Space without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Agreement. Tenant shall pay all costs, damages and expenses (including reasonable attorney's fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Agreement shall be considered additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded Landlord by law.
18. *Waiver/Amendment:* Even if Landlord waives Tenant's breach of any provision of this Agreement on one or more occasions, that shall not mean that Landlord waives the right to enforce the same or any other provision in case of a later breach by Tenant. This Agreement may be amended only by a written amendment signed by both parties.
19. *Arbitration:* Any controversy or claim relating to this Agreement, including the construction or application of this Agreement, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.
20. *Subordination of Agreement:* This Agreement is subordinate to any mortgage that now exists or may be given later by Landlord with respect to the Premises.
21. *Surrender of the Premises:* When this Agreement is terminated or the Agreement term ends, Tenant shall peaceably surrender the Office Space to Landlord, including any and all keys, in the same condition as when received, except for reasonable wear and tear. The

Office Space shall be returned free and clear of all liens and encumbrances made or allowed by Tenant or in any way arising out of this Agreement or Tenant's use and occupancy of the Office Space. If Landlord must repair or clean the Office Space, obtain the release of liens or encumbrances, or incur other expenses because Tenant has failed to deliver the Office Space in proper condition, Landlord may deduct the costs incurred from the security deposit and/or may charge Tenant for such costs in excess of the security deposit.

22. Holdover: If Tenant fails to surrender the Premises as herein provided, Landlord at its sole election, may, but shall not be obligated to, treat such as tenancy from month-to-month upon all the terms and conditions contained herein; however, Tenant shall pay to Landlord rental payment(s) during any such holdover period at a rate equal to 150% of the most recent rate preceding the holdover period.
23. Eminent Domain: Should any of the Premises be taken by right of eminent domain, this Agreement shall terminate at Tenant's option. Landlord solely shall be entitled to any award for compensation or damages for such. Such taking shall not be deemed a breach of the Landlord's express or implied covenant of quiet enjoyment.
24. Assignment: Tenant may not assign or otherwise transfer in whole or in part this Agreement or any interest in it and may not sublet the Premises or any part of them without Landlord's prior written consent, which consent Landlord may withhold in its sole and exclusive discretion. Any assignment, transfer or subletting in violation hereof shall be void and invalid.
25. Notices: Any and all payments, notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if delivered personally; or (b) three (3) days after the mailing thereof by first-class, postage prepaid, registered or certified mail if mailed, at the respective addresses set forth below (or at such other address as may be designated in a written notice and given in accordance with this paragraph):

If to Landlord:
College of Eastern Utah
452 East 400 North
Price, Utah 84501

Attention:
Telephone:

With a copy to:

If to Tenant:
Plateau Mining Corporation
P. O. Box 30
Helper, Utah 84526

Attention: Dennis Ware
Telephone: (724) 852-5786

With a copy to:
Plateau Mining Corporation
c/o Foundation Coal Corporation
391 Inverness Parkway, Suite 333
Englewood, Colorado 80112

Attention: Land Administration Dept.
Telephone: (303) 749-8410

26. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Utah and all rules, regulations and ordinances of the County of Carbon.
27. Relationship of the Parties: It is expressly understood by the parties hereto that all work performed by Tenant (or Tenant's agents, employees, invitees or guests), pursuant to this Agreement shall not be in the capacity as an agent for Landlord. Nothing contained within this Agreement authorizes Tenant to enter into any agreement for or on behalf of Landlord, or to bind Landlord to any obligation or undertaking. This Agreement is solely intended to create a Landlord/Tenant relationship.
28. Cumulative Rights: The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law.
29. Severability: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
30. Counterpart Agreements: This Agreement may be executed in any number of counterparts and shall be binding each party executing the same or a counterpart hereof.
31. Construction: Paragraph headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vice versa. This Agreement shall not be construed against either party merely or solely because of the draftsmanship hereof.
33. Binding Effect: All the terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto placed their hands and seals in duplicate effective as of the date first above written.

LANDLORD:

TENANT:

COLLEGE OF EASTERN UTAH

PLATEAU MINING CORPORATION

By: _____

By:

Name:

Name: Dennis Ware

Its: _____

Its: Administrative Manager and Controller

EXHIBIT "A" TO THE LEASE AGREEMENT

Attached to and made a part of that certain Lease Agreement dated effective the ____ day of _____, 20____, by and between the College of Eastern Utah, Landlord, and Plateau Mining Corporation.

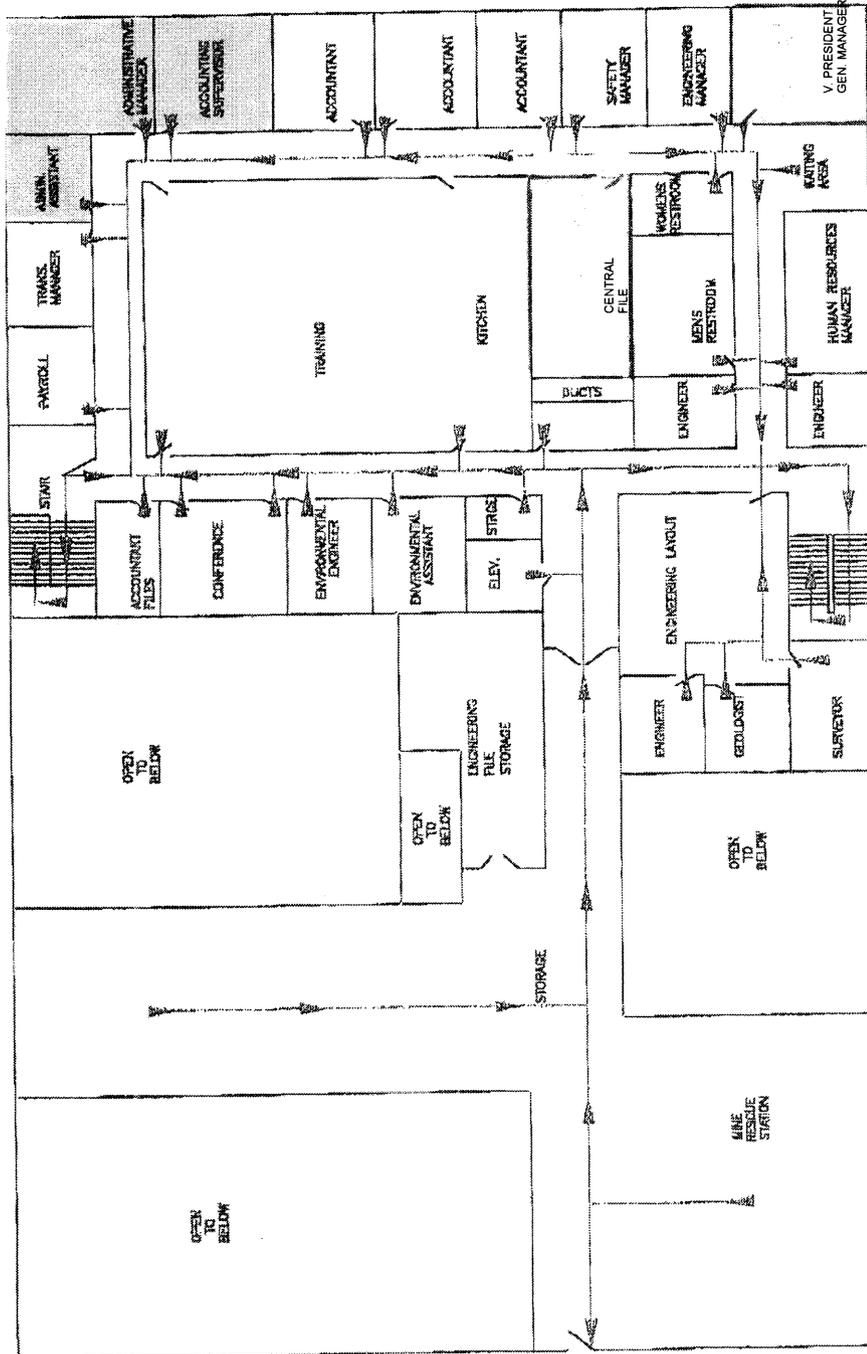


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EXHIBIT E

DESCRIPTION OF THE RECLAIMED ACRES

A total of 3.9 acres in the E/2 NE/4 of Section 1, Township 13 South, Range 9 East as identified on the attached map as "Wildlife Habitat (3.9 acres)."

EXHIBIT F**FORM OF BILL OF SALE TO CONVEY PERSONAL PROPERTY****BILL OF SALE**

THIS BILL OF SALE dated effective the ____ day of _____, 20____, by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address at 847 NW Highway 191, Helper, Utah 84526 (hereinafter referred to as "First Party"), and the COLLEGE OF EASTERN UTAH, a non-profit public educational institution organized and existing under the laws of the State of Utah, with an address at 451 East 400 North, Price, Utah 84501 (hereinafter referred to as "Second Party").

First Party, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer to Second Party that certain personal property as further described in Exhibit "A" attached hereto and made a part hereof (the "Personal Property").

The Personal Property is sold *AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONSTRUCTION, OR OTHERWISE.* Second Party acknowledges that Second Party's use of the Personal Property shall be at Second Party's sole cost and risk and without any reliance on any oral or written statement made by First Party either before or after the date hereof.

This Bill of Sale may be executed in any number of counterparts and shall be binding each party executing the same or a counterpart hereof.

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

FIRST PARTY:

SECOND PARTY:

PLATEAU MINING CORPORATION

COLLEGE OF EASTERN UTAH

By:

By:

Name: Dennis Ware

Name: _

Title: Administrative Manager and Controller

Title: _

EXHIBIT G**FORM OF WARRANTY DEED****WARRANTY DEED**

THIS WARRANTY DEED is made and entered into effective the ____ day of _____, 2006, by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address at 847 NW Highway 191, Helper, Utah 84526 (hereinafter referred to as "Grantor"), and the COLLEGE OF EASTERN UTAH, a non-profit public educational institution organized and existing under the laws of the State of Utah, with an address at 451 East 400 North, Price, Utah 84501 (hereinafter referred to as "Grantee").

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

TOGETHER WITH any and all improvements and personal property affixed to the Premises, including all fencing located upon the Premises; and any and all structures located thereon; and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said Grantor, both in law and in equity, of, in and to the above described Premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the above described Premises with the appurtenances, unto said Grantee, Grantee's successors and assigns, forever; and the said Grantor, for itself and its successors and assigns, does hereby covenant and agree to and with the said Grantee and Grantee's successors and assigns that it is lawfully seized in fee of the aforesaid Premises; that Grantor has good right to sell the same to Grantee as aforesaid; and that the before conveyed Premises Grantor will warrant and defend forever; provided, however:

This conveyance is made under and subject to all zoning laws, ordinances and rules and regulations of governmental authorities; all current and future real estate taxes and assessments; all covenants, conditions, agreements, reservations, restrictions, easements and rights-of-way which are of record; all existing public highways; boundary line disputes, overlaps, shortages in area, encroachments and any matters or facts not of record which would be disclosed by a physical inspection or accurate survey of the Premises, including by way of illustration, but not limitation, easements and claims of easements not shown by the public records; all rights, title and interest of all tenants and occupants under all leases, licenses, franchises, concessions and other unrecorded occupancy agreements, for the use and occupancy of any of the Premises which have been disclosed to

Grantor; all leases which are of record or are referred to in any instrument of record; all recorded conveyances or reservations of minerals or timber; such additional out conveyances, exceptions or limitations, if any, as may be disclosed by any of the copies or originals of deeds, leases, easements, licenses, permits, abstracts of title, certificates of title, title opinions, title policies, affidavits and other documents which disclose the state or condition of title to the Premises and which were provided to Grantor prior to the date of this Warranty Deed.

Unless otherwise stated, the provisions of this Warranty Deed are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns, and none of the provisions of this Warranty Deed are intended to be, nor shall they be construed to be, for the benefit of any third party.

This Warranty Deed shall be construed without regard to any presumption or rule requiring construction against the party causing that instrument to be drafted.

All provisions of this Warranty Deed shall run with the Premises. The term "Grantor" also shall include its successors and assigns, and the term "Grantee" also shall include its successors and assigns. This Warranty Deed shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

If for any reason any paragraph, section or provision of this Warranty Deed or the application thereof to any person, entity or circumstance shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of this instrument or the application of such paragraph, section or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby, and each paragraph, section and provision shall be valid and enforced to the fullest extent permitted by law.

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

PLATEAU MINING CORPORATION

By:

Name: Dennis Ware

Title: Administrative Manager and Controller

CORPORATE ACKNOWLEDGMENT – UTAH FORM

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Dennis Ware, the Administrative Manager and Controller of Plateau Mining Corporation, a Delaware corporation.

Notary Public

Address

My Commission expires:

EXHIBIT H**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT****ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into effective the ____ day of _____, 2006, by and between PLATEAU MINING CORPORATION, a Delaware corporation, with an address at 847 NW Highway 191, Helper, Utah 84526 (hereinafter referred to as "Assignor"), and the COLLEGE OF EASTERN UTAH, a non-profit public educational institution organized and existing under the laws of the State of Utah, with an address at 451 East 400 North, Price, Utah 84501 (hereinafter referred to as "Assignee").

WITNESSETH:

THAT, WHEREAS, Assignor has elected to transfer to Assignee all of Assignor's right, title and interest in the following culinary water facilities ("Culinary Water Facilities"), raw water facilities ("North Raw Water Facilities") and rights of ingress to and egress from said water facilities (the "Access Rights") (collective the "Water Facilities and Access Rights") which were reserved by Assignor in that certain Special Warranty Deed dated effective April 26, 2004 between Assignor, Grantor, and Price River Water Improvement District, Grantee, the same being recorded in Book 566, Page 243, Carbon County, Utah, to which record reference is made herein for all purposes (the "PRWID Deed"), to-wit:

1. The Culinary Water Facilities consist of that certain pump house, water pump, water meter and diversionary water line located on a portion of the premises conveyed to Price River Water Improvement District (the "PRWID Premises") as further shown on Exhibit "B" attached to the PRWID Deed and made a part thereof, together with (i) a non-exclusive easement under, over, across and upon the PRWID Premises for the sole purpose of allowing Assignee the right to use, maintain, replace and remove the Culinary Water Facilities; and (ii) the right to utilize the present electrical service to the Culinary Water Facilities. Upon the permanent removal by Assignee of the Culinary Water Facilities, Assignee agrees to prepare and provide Price River Water Improvement District with a Release of Easement and Quitclaim Deed in recordable form. Notwithstanding the foregoing, at such time as Assignee, in its sole discretion, determines that it no longer requires use of the Culinary Water Facilities, Assignee agrees to notify Price River Water Improvement District of such in writing and Price River Water Improvement District shall have thirty (30) days after it receives the aforesaid notice from Assignee to provide Assignee with a written request to have the Culinary Water Facilities conveyed to Price River Water Improvement District by Bill of Sale. Upon any such conveyance by Assignee to Price River Water Improvement District, Price River Water Improvement District shall thereupon assume and be solely responsible for, and Assignee shall be released from the requirement to perform, any maintenance, removal and reclamation of the Culinary Water Facilities;
2. The North Raw Water Facilities consist of that certain pump house, water pump, water meter and diversionary water line located on a portion of the PRWID Premises as further shown on Exhibit "B" attached to the PRWID Deed and made a part thereof, together with (i) a non-

exclusive easement under, over, across and upon the PRWID Premises for the sole purpose of allowing Assignee the right to use, maintain, replace and remove the North Raw Water Facilities; and (ii) the right to utilize the present electrical service to the North Raw Water Facilities. Upon the permanent removal by Assignee of the North Raw Water Facilities, Assignee agrees to prepare and provide Price River Water Improvement District with a Release of Easement and Quitclaim Deed in recordable form. Notwithstanding the foregoing, at such time as Assignee, in its sole discretion, determines that it no longer requires use of the North Raw Water Facilities, Assignee agrees to notify Price River Water Improvement District of such in writing and Price River Water Improvement District shall have thirty (30) days after it receives the aforesaid notice from Assignee to provide Assignee with a written request to have the North Raw Water Facilities conveyed to Price River Water Improvement District by Bill of Sale. Upon any such conveyance by Assignee to Price River Water Improvement District, Price River Water Improvement District shall thereupon assume and be solely responsible for, and Assignee shall be released from the requirement to perform, any maintenance, removal and reclamation of the North Raw Water Facilities; and

3. The Access Rights consist of that certain right-of-way over, across and upon the PRWID Premises as further shown on Exhibit "B" attached to the PRWID Deed and made a part thereof (or at such other location or locations to be determined by Grantor in consultation with Grantee), for the purpose of allowing Grantor ingress to and egress from the PRWID Premises, together with the right to transport personnel, materials and equipment necessary to support Grantor's activities involving (i) the Culinary Water Facilities; and (ii) the North Raw Water Facilities. In accordance with the PRWID Deed, Assignee acknowledges that that the aforementioned rights are non-exclusive and expressly subject to Price River Water Improvement District's right to use and occupy, and to permit others to use and occupy, the PRWID Premises or any part thereof for agricultural, industrial and/or commercial uses of all kinds, or for any other purpose not inconsistent with Assignee's rights under and in accordance with the PRWID Deed, together with all rights reasonably necessary to those purposes. Assignee's rights hereunder shall be exercised so as not to unreasonably interfere with Price River Water Improvement District's interests, and Price River Water Improvement District is required to exercise such rights so as not to unreasonably interfere with the activities of Assignee permitted under and in accordance with the PRWID Deed. Should Assignee, in its sole discretion, determine that the right-of-way reserved in the PRWID Deed, or any portion thereof, is no longer required by Assignee, Assignee agrees to prepare and provide Price River Water Improvement District with a full or partial, as the case may be, Release of Right-Of-Way and Quitclaim Deed in recordable form; and

WHEREAS, Assignee has elected to accept from Assignor all of Assignor's right, title and interest in and to the Water Facilities and Access Rights.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to the Water Facilities and Access Rights. The Water Facilities and Access Rights are sold *AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN,*

CONSTRUCTION, OR OTHERWISE.

This Assignment is made and accepted without covenants or warranties whatsoever, either express or implied, and Assignee, for itself and its successors and assigns, agrees to assume and perform all the applicable obligations of Assignor under the PRWID Deed and to save and defend Assignor harmless from any claims or obligations against it under the Water Facilities and Access Rights, arising or occurring after the effective date of this Assignment.

This Assignment may be executed in any number of counterparts and shall be binding each party executing the same or a counterpart hereof.

IN WITNESS WHEREOF, both Assignor and Assignee have executed this Assignment in duplicate effective as of the date first above written.

ASSIGNOR:

ASSIGNEE:

PLATEAU MINING CORPORATION

COLLEGE OF EASTERN UTAH

By:

By:

Name: Dennis Ware

Name: _

Title: Administrative Manager and Controller

Title: _

CORPORATE ACKNOWLEDGMENT – UTAH FORM

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Dennis Ware, the Administrative Manager and Controller of Plateau Mining Corporation, a Delaware corporation.

Notary Public

Address

My Commission expires:

COLLEGE ACKNOWLEDGMENT – UTAH FORM

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, the _____ of the College of Eastern Utah, a non-profit public educational institution organized and existing under the laws of the State of Utah.

Notary Public

Address

My Commission expires:

EXHIBIT I

FORM OF RIGHT-OF-WAY AGREEMENT

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT (the "Agreement") is made and entered into effective the ____ day of _____, 2006, between the **COLLEGE OF EASTERN UTAH**, a public institution of higher education, with an address at 451 East 400 North, Price, Utah 84501 (hereinafter referred to as "Grantor"), and **PLATEAU MINING CORPORATION**, a Delaware corporation, with an address at P.O. Box 30, Helper, Utah 84526 (hereinafter referred to as "Grantee").

WITNESSETH:

THAT, WHEREAS, by Warranty Deed dated the ____ day of _____, 2006, Grantee conveyed to Grantor that certain real property located in Carbon County, Utah, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Property"), the same being recorded in Book ____, Page ____, Carbon County, Utah, to which record reference is made herein for all purposes; and

WHEREAS, Grantee may be required by law, regulatory authorities and its mining permits, to perform certain reclamation related activities (the "Reclamation Activities") with respect to portions of the Real Property and/or other lands lying contiguous to or which are located within the vicinity of the Real Property. The lands lying contiguous to or located within the vicinity of the Real Property are more specifically set forth and identified pursuant to the map attached to this Agreement as Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee is desirous of acquiring a right-of-way (the "Right-Of-Way") from Grantor to allow Grantee access over and across portions of the Real Property (the "Right-Of-Way Lands") to perform the Reclamation Activities; and

WHEREAS, Grantor has agreed to grant a right-of-way to Grantee to allow Grantee access over and across the Right-Of-Way Lands to perform the Reclamation Activities in accordance with the terms and conditions hereof.

NOW, THEREFORE, the parties hereto, each intending to be legally bound by these presents, mutually agree as follows:

1. **Right-Of-Way:** Grantor, for and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, its employees, agents, invitees, guests, contractors and subcontractors a non-exclusive Right-Of-Way to enter over, across and upon the Right-Of-Way Lands, as further set forth and identified on the map as the "**Disturbed Area Boundary**" set forth in Exhibit A, attached hereto and incorporated herein, for the purpose of allowing Grantee to conduct the Reclamation Activities.

[Alternative Paragraph 1. To be used in the event the 3.9 acres needs to be accessed rather than the entire "Disturbed Area Boundary"]

Right-Of-Way: Grantor, for and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, its employees, agents,

invitees, guests, contractors and subcontractors a non-exclusive Right-Of-Way to enter over, across and upon the Right-Of-Way Lands, as further set forth and identified on the map set forth in Exhibit___, attached hereto and incorporated herein, for the purpose of allowing Grantee to conduct the Reclamation Activities.

2. ***Allowed Uses/Restrictions:***

- a. Grantee is hereby given the right of ingress and egress for itself, its employees, agents, licensees, contractors, subcontractors, invitees, successors and assigns to and from the Right-Of-Way, including, but not limited to, the right to transport on, over, across and through the Right-Of-Way supplies, materials and equipment necessary to support Grantee's Reclamation Activities as necessary and appropriate.
- b. Except as may otherwise be provided for herein, motorized vehicles shall be operated to the extent reasonably possible on established roads only. Grantee shall ensure that the speed of all vehicles shall be kept to a reasonable rate and it shall ensure reasonable further precautions to avoid any damage to gates, bridges, roads, culverts, cattle guards, fences, or other facilities.
- c. Any and all rights to use any portion of the Real Property not specifically conferred upon and granted to Grantee are kept and retained by Grantor.
- d. Grantee will ensure that its employees, agents, licensees, contractors, subcontractors and invitees who enter upon the Right-Of-Way Lands shall comply with the terms of this Agreement.
- e. Grantee, its employees, agents, contractors, licensees, and subcontractors shall not be permitted to do or perform any act except those acts which are reasonably related to the rights granted hereby. Specifically, but not by way of limitation, no such person shall be permitted to engage in recreational pursuits on or within the boundaries of the Real Property and/or the Right-Of-Way Lands.
- f. Nothing in this Agreement shall be interpreted or construed as a co-partnership or joint venture between Grantor and Grantee in use of the Right-Of-Way over and across the Right-Of-Way Lands or Grantee's Reclamation Activities.
- g. Grantee at all times will fully and promptly comply with all applicable laws, rules and regulations of any lawful governmental authority which apply to its occupation and use of the Right-Of-Way for the hereinabove stated purposes.
- h. Grantee shall at all times use the Right-Of-Way in a reasonable and prudent manner so as to prevent damage to the Real Property and/or the Right-Of-Way Lands. Grantee shall comply with all applicable laws, rules or regulations, including those pertaining to the environment and land reclamation.
- i. All costs incurred by Grantee in connection with this Agreement shall be the sole responsibility of Grantee, and Grantee shall repair any damage it may do to the Real Property and/or the Right-Of-Way Lands.
- j. Grantee shall have the right, subject to (i) prior consultation with Grantor; and (ii) applicable laws, rules and regulations, to trim or clear away all trees, brush and plant growth on the Real Property which interfere with or are dangerous to Grantee's operations.

3. ***Rights Reserved by Grantor:*** Grantor, for itself and its successors and assigns, hereby specifically reserves the following described rights:

Exhibit I - 2

- a. Grantor shall have the continuing right to use the Real Property to construct, reconstruct, maintain and repair any roads, transmission lines, water lines, pipelines, electric lines, telephone and telegraph lines across the Real Property which Grantor, in its sole discretion, may deem necessary or appropriate in connection with its ownership of the Real Property.
 - b. Grantor shall have the continuing right to capture and divert all waters of every nature whatsoever at any time existing upon the Real Property, including, but not limited to, stream flows, flood flows, waste waters and percolating water upon the Real Property.
 - c. Grantee's rights granted hereunder are non-exclusive and expressly subject to Grantor's right to use and occupy, and to permit others to use and occupy, the Real Property or any part thereof for uses of all kinds, or for any other purpose not inconsistent with Grantee's rights hereunder, together with all rights reasonably necessary to those purposes. Grantee's rights hereunder shall be exercised so as not to unreasonably interfere with Grantor's interests, and Grantor shall exercise such rights so as not to unreasonably interfere with the activities of Grantee permitted hereunder. In the event of any conflict, Grantee's estate shall be dominant.
 - d. Grantor shall have the continuing right to conduct its ongoing uses and operations upon the Real Property, which uses shall not be considered or construed to be an unreasonable interference with Grantee's use of the Real Property nor a breach of Grantor's express or implied covenant of quiet enjoyment. Any use of the Real Property by Grantor to further its operations shall not be considered or construed to be an unreasonable interference with or danger to the use of the Right-Of-Way Lands by Grantee.
4. **Acceptance:** Grantee accepts the Right-Of-Way as suitable for Grantee's uses and purposes set forth herein.
 5. **Maintenance and Repairs:** Grantor shall not be obligated to make or pay for any repairs or modification to the Real Property which negatively impact Grantee's Right-Of-Way unless such damage is due to the negligence or abuse of Grantor.
 6. **Waste:** Grantee shall not commit or knowingly allow another to commit any waste or nuisance upon the Right-Of-Way accessed by Grantee. Grantee shall not destroy, deface or damage any part of the improvements, if any, or knowingly permit any other person to do so.
 7. **Gates:** Grantee agrees to keep all gates on the Real Property open or closed as found. The parties mutually agree to keep all gates locked in such a manner so as to permit access by both Grantor and Grantee at any time, either by a double lock system or otherwise. Grantee agrees to limit access to the Real Property and the Right-Of-Way Lands, including the distribution of keys to any lock(s), to those persons who are engaged in Grantee's Reclamation Activities on the Right-Of-Way Lands and/or other lands lying contiguous to and/or which are located within the vicinity of the Real Property. In the event Grantor provides Grantee with a key(s) to their lock(s), if any, upon termination of this Agreement for any reason whatsoever, Grantee shall return any and all such keys to Grantor.
 8. **Taxes:** Grantor shall be responsible for the payment of all real estate taxes assessed against the Real Property.
 9. **Encumbrances:** Grantee agrees to permit no liens or encumbrances to attach to or remain upon the Real Property described herein as a result of its Reclamation Activities and use of the Right-Of-Way described herein, as applicable. Grantee shall keep the Real Property free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Grantee's use of

the Real Property and/or the Right-Of-Way Lands.

10. **Hold Harmless:** Grantor shall not be liable for any injury, death or property damage suffered by Grantee or anyone else upon the Real Property and/or the Right-Of-Way Lands at any time, except injury or damage to Grantee or anyone else caused solely by Grantor's own negligence. Grantee hereby agrees to indemnify, save, defend and hold harmless, and fully releases, acquits and forever discharges Grantor, its employees, agents, contractors, subcontractors, guests, invitees, successors and assigns from any and all obligation (including without limitation, the obligation to warn of known dangers), actions, causes of action, claims, demands, judgments, liabilities, losses, costs, damages and expenses of whatever kind or character (including, without limitation, reasonable attorneys fees), for any injury, death or damages of any kind or character, whether to persons, animals or property, arising out of or caused directly by Grantee's presence upon the Real Property and/or the Right-Of-Way Lands, as applicable.
11. **Relationship of the Parties:** It is expressly understood by the parties hereto that all work performed by Grantee (or its agents, employees, invitees, guests, contractors or subcontractors), pursuant to this Agreement or which in any way relate to its Reclamation Activities and use of the Real Property and/or the Right-Of-Way Lands, as applicable, shall not be in the capacity as an agent for Grantor. Nothing contained within this Agreement authorizes Grantee to enter into any agreement for or on behalf of Grantor, or to bind Grantor to any obligation or undertaking.
12. **Breach and Re-Entry:** If Grantee commits a material breach of any term of this Agreement and fails or refuses to commence in good faith to remedy the breach within thirty (30) days after the receipt by Grantor of Grantor's written notice specifying the breach, then Grantor, in addition to any other rights or remedies it may have at law or in equity, may take possession of the Right-Of-Way, and if it chooses, may terminate this Agreement. The taking of any action by Grantee to remedy any alleged violation shall not be deemed an admission by Grantee hereunder of the facts, causes or state of events described and set forth in Grantor's notice to Grantee.
13. **Waiver:** Even if Grantor waives Grantee's breach of any provision of this Agreement on one or more occasions, that shall not mean that Grantor waives the right to enforce the same or any other provision in case of a later breach by Grantee.
14. **Entire Agreement and Modification:** This Agreement represents the full and complete agreement between the parties regarding the subject matter hereof and all parties executing this instrument have received a copy of same. The terms and conditions of this Agreement merge with and supersede any prior or contemporaneous, oral or written, statements or agreements. This Agreement may only be modified or amended by a written instrument signed by both parties hereto.
15. **Term:** The term of the Right-Of-Way granted herein shall be for a period commencing on the effective date of this Agreement and shall continue thereafter (a) for so long as Grantee is conducting any of its Reclamation Activities; and (b) until such time as Grantee's applicable federal and/or State of Utah reclamation permits and bonds have been fully released, whichever occurs last.
16. **Recordation:** This Agreement may be recorded by either party. In the event this Agreement is recorded, the recording party shall provide the non-recording party with a copy of the recorded Agreement within thirty (30) days after same is returned from the Office of the Recorder of Carbon County, Utah.
17. **Surrender of the Premises:** Upon termination of this Agreement for any reason whatsoever, Grantee shall (a) peaceably surrender the Right-Of-Way to Grantor, free and clear of all liens and

encumbrances made or allowed by Grantee or in any way arising out of this Agreement or Grantee's use of the Real Property and/or the Right-Of-Way Lands; and (b) prepare and record, if necessary, a Release of Right-Of-Way Agreement and thereafter provide Grantor, its heirs, successor and assigns, with the original of same.

18. **Notices:** Any and all notices, payments, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if delivered personally; or (b) three (3) days after the mailing thereof by first-class, postage prepaid, mail if mailed, at the respective addresses set forth below (or at such other address as may be designated in a written notice and given in accordance with this paragraph):

If to Grantor:

College of Eastern Utah
451 East 400 North
Price, Utah 84501

Attention:
Telephone:
Facsimile:

If to Grantee:

Plateau Mining Corporation
P. O. Box 30
Helper, Utah 84526

Attention: Dennis Ware
Telephone: (435) 472-4737
Facsimile: (435) 472-4782

With a copy to:

With a copy to:

Plateau Mining Corporation
391 Inverness Parkway, Suite 333
Englewood, Colorado 80112-9804

Attention: Land Administration Dept.
Telephone: (303) 749-8410
Facsimile: (303) 749-8449

19. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah and all rules, regulations and ordinances of the County of Carbon. Each of the parties hereto consents to the jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement.
20. **Severance:** Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.
21. **Assignment:** This Agreement or Grantee's rights and obligations hereunder shall not be assigned or otherwise transferred in whole or in part without Grantor's prior written consent, which consent shall not be unreasonably withheld; however, Grantee may, without consent, assign or transfer its rights and obligations hereunder to any affiliate, parent or subsidiary, or by virtue of statutory merger, consolidation, or reorganization or to a successor owner of all, or substantially all, of the assets of Grantee. In the event this Agreement is assigned, Grantee or any subsequent assignee shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment, and the assignee thereof shall thereupon be deemed to have assumed and shall be responsible for the covenants, conditions and obligations of this Agreement. Grantee shall use commercially reasonable efforts to provide Grantor with sixty (60) days advance notice of any proposed assignment or transfer of this Agreement or of any interest therein. Any assignment or transfer in violation hereof shall be void and invalid.
22. **Further Assurances:** Grantee, at the request of Grantor, shall execute and deliver to Grantor any available instruments, agreements, documents, permits or applications, or any other papers

reasonably required by Grantor, and Grantee shall do such other acts as may be reasonably requested by Grantor, all to effect the purposes of this Agreement. Conversely, Grantor, at the request of Grantee, shall execute and deliver to Grantee any available instruments, agreements, documents, permits or applications, or any other papers reasonably required by Grantee, and Grantor shall do such other acts as may be reasonably requested by Grantee, all to effect the purposes of this Agreement.

23. **Counterpart Agreements:** This Agreement may be executed in any number of counterparts and shall be binding upon each party executing the same or a counterpart hereof.
24. **Construction:** Paragraph headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vice versa. This Agreement shall not be construed against either party merely or solely because of the draftsmanship hereof.
25. **Binding Effect:** All the terms, conditions, reservations, covenants and restrictions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

Grantee hereby acknowledges and accepts this Agreement and agrees to abide by the terms, conditions and obligations imposed hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement in duplicate effective the date first above written..

GRANTOR:

GRANTEE:

COLLEGE OF EASTERN UTAH

PLATEAU MINING CORPORATION

By:

By:

Name:

Name: Dennis Ware

**Title:
Controller**

Title: Administrative Manager and

CORPORATE ACKNOWLEDGMENT – UTAH FORM

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Dennis Ware, the Administrative Manager and Controller of Plateau Mining Corporation, a Delaware corporation.

Notary Public

Address

My Commission expires:

COLLEGE ACKNOWLEDGMENT – UTAH FORM

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, the _____ of the College of Eastern Utah, a non-profit public educational institution organized and existing under the laws of the State of Utah.

Notary Public

Address

My Commission expires:

EXHIBIT "A" TO THE RIGHT-OF-WAY AGREEMENT

Attached to and made a part thereof that certain Right-Of-Way Agreement dated effective the ____ day of _____, 2006, by and between the College of Eastern Utah, Grantor, and Plateau Mining Corporation, Grantee.

Township 12 South, Range 10 East, SLB&M

Section 31: SW/4

containing 160.00 acres, more or less.

Township 13 South, Range 9 East, SLB&M

Section 01: E/2 NE/4

containing 80.17 acres, more or less.

Township 13 South, Range 10 East, SLB&M

Section 06: NW/4 NW/4

containing 36.52 acres, more or less.

Less and except:

1. A tract in the SW/4 SW/4 of Section 31 and also in Lot 4 of Section 6, Township 13 South, Range 10 East, SLB&M, containing 3.92 acres, more or less, described by metes and bounds, as conveyed by Corrected Quitclaim Deed dated effective September 18, 1990 between Blackhawk Coal Company and Cyprus Western Coal Company, Grantors, and Carbon County, Utah, Grantee, recorded on December 3, 1996, in Book 381, Page 578, Carbon County, Utah, to which record reference is made herein for all purposes (Castle Gate Cemetery).
2. A tract in the S/2 SW/4 of Section 31 containing 0.92 acres, more or less, described by metes and bounds, conveyed by Quit-Claim Deed dated November 10, 1995 between Blackhawk Coal Company and Cyprus Western Coal Company, Grantors, to Pacificorp, Grantee, recorded on November 21, 1995 in Book 364, Page 756, Carbon County, Utah, to which record reference is made herein for all purposes.

Containing, after exceptions, 271.85 acres, more or less.

Subject to:

All prior oil and gas leases; all prior conveyances of record of portions of the Real Property or interest in the Real Property, or of any rights, titles or interests therein; all conveyances by Seller or Seller's predecessors in interest subsequent to the acquisition of the Real Property or interests in the Real Property, or of any rights, titles or interests therein; existing oil and/or gas wells; reservations of rights to drill for oil, gas, water and other minerals of record; all exceptions, reservations, conditions, rights, privileges, easements, encumbrances or rights-of-way as are contained within prior instruments of record affecting the Real Property or as are apparent from an inspection of the Real Property; any discrepancies, conflicts in boundary lines, shortage of area, encroachments and any facts which a correct survey and inspection of the Real Property would disclose and which are not shown by the public records; all ordinances, resolutions and decrees creating special statutory districts; building, zoning and subdivision restrictions and regulations; and any liens for special improvements, if any, whether assessed or not.

EXHIBIT J**MINIMUM INSURANCE REQUIREMENTS
AND CERTIFICATE OF INSURANCE**

Purchaser shall provide certificates of insurance, and if requested by Seller copies of insurance policies, to Seller prior to commencement of any Pre-Closing Services under the Agreement. If policies for which certificates have previously been furnished to Seller expire during the course of this Agreement, certificates evidencing the renewals of such policies shall immediately be provided to Seller. Purchaser shall instruct Purchaser's insurance representative to provide to Seller prior to commencement of work under the Agreement a letter to Seller affirming that the insurance placed (as evidenced by the certificates required above) complies with the requirements of this Agreement. Purchaser shall further instruct Purchaser's insurance representative to undertake responsibility for advising Seller immediately of any changes in Purchaser's insurance policies which would affect Purchaser's compliance with the insurance requirements in this Agreement.

REQUIRED INSURANCE COVERAGE

Worker's Compensation Employer's Liability (per accident)	Statutory \$1,000,000
Commercial General Liability (per Occurrence) Bodily Injury & Property Damage	\$1,000,000 CSL (Combined Single Limit)
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 CSL (Combined Single Limit)
Excess or Umbrella Liability (Inclusive of above limits)	\$1,000,000 CSL (Combined Single Limit)

A. The Following Applies to All Policies

1. Seller, its parent, its subsidiaries and their affiliates and their agents, directors, officers and employees and Seller's successors, assignees, joint venturers, and related affiliates and their directors, officer, employees and agents, shall be included as additional insured parties on all policies (except for Worker's Compensation coverage).
2. All policies shall contain a Waiver of subrogation in favor of Seller, its parent, its subsidiaries and their affiliates and their agents, directors, officers and employees, and Seller's insurers.
3. Seller shall receive 30 days written notice of cancellation or any material change in insurance coverage.
4. Coverage under all insurance required to be carried by Purchaser shall be primary insurance exclusive of any other existing valid and collectible insurance.
5. Seller is self insured through the State of Utah, State Risk Management, for all liability coverages required. Worker's Compensation insurance shall be with insurers: (a) acceptable to Seller; (b) licensed or registered in Utah; and (c) that have a Best's rating of at least B+7 (or an equivalent rating from another rating agency).

B. Workers' Compensation and Employer's Liability shall include:

1. Statutory Workers' Compensation
2. Employer's Liability

C. Commercial General Liability (Occurrence Form) shall include:

1. Premises/Operations
2. Independent Purchasers
3. Personal Injury
4. Blanket Contractual Liability
5. Explosion and Collapse Coverages

D. Comprehensive Automobile Liability shall include:

1. Owned vehicles

E. Excess Liability (Occurrence Form) shall comply with the Terms and Conditions of the following underlying coverage:

1. Employer's Liability
2. Commercial General Liability
3. Comprehensive Automobile Liability

F. Purchaser's Equipment (including, but not limited to, equipment, specially tools, and property in course of construction) to include:

1. All Risk Form (including transit)
2. Replacement Cost Valuation
Co-Insurance Waiver