

## **Sunnyside Operations Associates L.P.**

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P.O. Box 10, East Carbon, Utah 84520 • (801) 888-4476 • Fax (801) 888-2538

June 12, 2018

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

RE: DOGM Permit Renewal Application  
Sunnyside Cogeneration Associates  
Star Point Waste Fuel Mine C/007/042

Dear Mr. Haddock:

Please find attached SCA's permit renewal application for the Star Point Waste Fuel Mine, Permit Number (C/007/042). The renewal application includes C1/C2 forms, proposed public notification, certificate of liability and proof of bonding. The Chapter 1 information was recently updated.

If you have any questions or if further clarification is needed please contact Rusty Netz or myself at (435) 888-4476.

Thank You,

Gerald Hascall  
Agent for  
Sunnyside Cogeneration Associates

Cc: Rusty Netz  
Plant File

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change  New Permit  Renewal  Exploration  Bond Release  Transfer

Permittee: Sunnyside Cogeneration Associates

Mine: Star Point Waste Fuel Mine

Permit Number:

C/007/042

Title: Permit Renewal

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

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

- 1. Change in the size of the Permit Area? Acres: \_\_\_\_\_ Disturbed Area: \_\_\_\_\_  increase  decrease.
2. Is the application submitted as a result of a Division Order? DO# \_\_\_\_\_
3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
4. Does the application include operations in hydrologic basins other than as currently approved?
5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
6. Does the application require or include public notice publication?
7. Does the application require or include ownership, control, right-of-entry, or compliance information?
8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
9. Is the application submitted as a result of a Violation? NOV # \_\_\_\_\_
10. Is the application submitted as a result of other laws or regulations or policies?

Explain:

- 11. Does the application affect the surface landowner or change the post mining land use?
12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
13. Does the application require or include collection and reporting of any baseline information?
14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
15. Does the application require or include soil removal, storage or placement?
16. Does the application require or include vegetation monitoring, removal or revegetation activities?
17. Does the application require or include construction, modification, or removal of surface facilities?
18. Does the application require or include water monitoring, sediment or drainage control measures?
19. Does the application require or include certified designs, maps or calculation?
20. Does the application require or include subsidence control or monitoring?
21. Have reclamation costs for bonding been provided?
22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
23. Does the application affect permits issued by other agencies or permits issued to other entities?

Please attach four (4) review copies of the application. If the mine is on or adjacent to Forest Service land please submit five (5) copies, thank you. (These numbers include a copy for the Price Field Office)

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

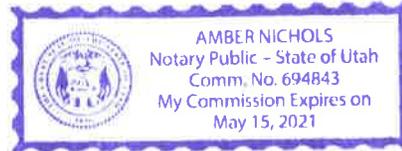
Gerald Heavill
Print Name

AMH Heavill 06/12/2018
Sign Name, Position, Date

Subscribed and sworn to before me this 12 day of June, 2018

Amber Nichols
Notary Public

My commission Expires: May 15, 2021
Attest: State of Utah } ss:
County of Carbon



<b>For Office Use Only:</b>	<b>Assigned Tracking Number:</b>	<b>Received by Oil, Gas &amp; Mining</b>
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Form DOGM- C1 (Revised March 12, 2002)



## Public Notice

Notice is hereby given as required by the Utah Coal Mining Rules, R645-300-121 that Sunnyside Cogeneration Associates, P.O. Box 159, Sunnyside, Utah 84539, has filed an application for a five year renewal of coal mining Permit No. C/007/042. Approval of this application will allow Sunnyside Cogeneration Associates to continue to operate the Star Point Waste Fuel Mine under the provisions of the Utah Coal Mining and Reclamation Act and the Utah R645 Coal Mining Rules.

The permit area is comprised of approximately 153 acres located at Wattis, Utah. The property is located within lands shown on USGS 7.5 minute "Wattis" Quadrangle map generally described as:

W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  Section 10, T 15 S, R 8 E, SLB&M  
S  $\frac{1}{2}$  of S  $\frac{1}{2}$  Section 10, T 15 S, R 8 E, SLB&M  
NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  Section 10, T 15 S, R 8 E, SLB&M  
NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Section 15, T 15 S, R 8 E, SLB&M  
N  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Section 15, T 15 S, R 8 E, SLB&M  
N  $\frac{1}{2}$  of N  $\frac{1}{2}$  of S  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Section 15, T 15 S, R 8 E, SLB&M  
NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  Section 15, T 15 S, R 8 E, SLB&M

Copies of the permit will be available for inspection at the:

Utah Division of Oil Gas and Mining  
1594 West North Temple, Suite 1210  
Salt Lake City, Utah 84116

Carbon County Courthouse  
751 East 100 North  
Price, Utah 84501

Written comments, objections or requests for an informal conference regarding this application must be submitted with 30 days of the last publication date of this notice, to the Utah Division of Oil, Gas and Mining, Attention Coal Regulatory Program, 1594 West North Temple, Suite 1210, Salt Lake City, Utah 84116

Published in the Sun Advocate:

**PLEDGE AND ESCROW AGREEMENT**  
**Starpoint Mine Waste Coal Pile**

This Pledge and Escrow Agreement ("Agreement"), dated as of October 9, 2003, is made and entered into by and among Wells Fargo Bank Northwest, National Association, as escrow agent (the "Escrow Agent"), Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., a Delaware corporation, and Sunnyside II, L.P., a Delaware limited partnership, ("SCA"), and the State of Utah, Division of Oil, Gas & Mining ("DOGM").

**WHEREAS**, SCA must provide DOGM with a Reclamation Surety in the initial amount of \$1,254,000 and any subsequent changes thereto, to ensure that funds are available to reclaim the Starpoint Mine waste coal pile associated with its project, pursuant to its Permit No. C/007/042; and

**WHEREAS**, SCA and DOGM desire that the obligations of SCA under the Permit No. C/007/042 be secured by a first-lien security interest in Escrowed Funds (as defined below) as provided herein; and

**WHEREAS**, in connection with the grant of the security interest in all of SCA's interests in the Escrowed Funds and all proceeds thereof as provided herein, SCA and DOGM desire that the Escrow Agent hold the Escrowed Funds in escrow in accordance with the terms and subject to the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As security for SCA's obligation to reclaim the waste coal pile associated with its project in Sunnyside, Utah, pursuant to its Permit No. C/007/042, SCA hereby pledges, grants, assigns, transfers and sets over to DOGM, and there is hereby created in favor of DOGM, a first-lien security interest in and to all of SCA's right, title and interest in and to the Escrowed Funds and the proceeds thereof as provided herein. DOGM's first lien security interest shall apply to the Escrowed Funds and any investment earnings thereon to the extent provided in and subject to this Agreement.

2. Representations of SCA. In making the foregoing pledge and assignment, SCA hereby represents and warrants to DOGM, that as of the date hereof:

a. SCA is the owner of the Escrowed Funds, free and clear of all encumbrances, security interests and charges of any kind other than the subordinate lien of U.S. Bank, N.A., as Trustee (the "Trustee"), in the Escrowed Funds and any interest or other investment earnings thereon and any proceeds thereof, as further described in the letter agreement between SCA, the Trustee, the Escrow Agent and DOGM attached hereto as Exhibit A (the "Consent and Control Agreement").

b. SCA has the right and authority to enter into this Agreement and perform its obligations hereunder.

c. The execution and delivery of this Agreement by SCA and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action and no other proceedings on the part of SCA are necessary to authorize this Agreement or to consummate the transactions so contemplated hereby. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of SCA and, assuming due authorization, execution and delivery by DOGM, is enforceable against SCA in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally.

3. Appointment of Escrow Agent. SCA and DOGM hereby appoint the Escrow Agent as escrow agent for the purposes set forth in this Agreement, and the Escrow Agent hereby accepts such appointment and agrees to perform the duties of the Escrow Agent set forth in this Agreement. The Escrow Agent further acknowledges the subordinate lien of the Trustee in the Escrowed Funds and any interest or other investment earnings thereon and any proceeds thereof and agrees that while it is holding such escrowed property under this Agreement, it is holding such escrowed property in trust for the Trustee, and for the purpose of perfecting the Trustee's lien in the Escrowed Funds and any deposit or securities accounts in which the Escrowed Funds may be held as provided in the Consent and Control Agreement, subject to the terms and conditions set forth in this Agreement.

4. Deposit of Funds. Upon execution of this Agreement, SCA will initially deposit with the Escrow Agent \$1,254,000 and may deposit subsequent funds as required by DOGM (the "Escrowed Funds") to be used primarily to purchase 100% federally guaranteed Treasury Notes with a maturity of five (5) years or less in approximately that amount for SCA, and any residual funds will be invested in the Wells Fargo 100% Treasury Money Market Fund which is invested in direct obligations of the government of the United States. The Escrow Agent shall hold the Escrowed Funds for the benefit of DOGM and shall invest the Escrowed Funds and hold such investments upon the written direction of SCA within the guidelines set forth in this Agreement. Upon the initial receipt of the Escrowed Funds and the investment of such funds as provided herein, the Escrow Agent will deliver to SCA, DOGM and the Trustee written notice of its receipt of the Escrowed Funds and the investment thereof. All further investments of the Escrowed Funds, including investments made upon the maturity or sale of previous investments of the Escrowed Funds or the investment earnings thereon, shall be made upon the written direction of SCA within the guidelines set forth in this Agreement. In the absence of such written directions, the Escrow Agent shall invest the Escrowed Funds in the Wells Fargo 100% Treasury Money Market Fund.

5. Disbursement of Funds.

a. Upon the written instruction and demand of the Director of DOGM, the Escrow Agent shall liquidate or sell all or such portion of the investments of the Escrowed Funds as the Director of DOGM shall designate without any further consent of SCA and shall disburse the proceeds of such sale to DOGM. The Escrow Agent shall not be responsible or liable for any investment losses on investments or sales of investments

of Escrowed Funds made in accordance with this Agreement. SCA agrees and irrevocably instructs the Escrow Agent that neither SCA, the Trustee, nor any person claiming an ownership interest in the Escrowed Funds, shall have the authority to prevent the Escrow Agent from carrying out the Director of DOGM's instruction to transfer the Escrowed Funds to DOGM. DOGM agrees that any disbursement of the Escrowed Funds shall be made pursuant to SCA's obligations set forth in Permit No. C/007/042 and DOGM shall return or release directly to SCA any Escrowed Funds which are more than the amount necessary to complete reclamation pursuant to the regulations in effect at the time, which regulations are currently set forth in Utah Admin. Code R645-301-800.

b. The Escrow Agent shall, except as provided in Section 6 below, disburse the Escrowed Funds and the investment earnings thereon, if any, to SCA only upon written instruction of the Director of DOGM. The Escrow Agent shall give not less than 10 days written notice to the Trustee at its address set forth in the Consent and Control Agreement before making any disbursement of Escrowed Funds to SCA pursuant to this paragraph. Upon disbursement of all of the Escrowed Funds and the investment earnings thereon, if any, to DOGM or to SCA, this Agreement shall be deemed to have been terminated.

6. Interest and Other Distributions. All interest and investment earnings, if any, on the investment of the Escrowed Funds shall be disbursed to SCA on each January 15 and July 15 during the term of this Agreement. If DOGM notifies the Escrow Agent in writing that SCA is in default of its obligations under Permit No. C/007/042, SCA shall no longer be entitled to the distribution of interest and investment earnings on the investment of Escrowed Funds and any such interest and investment earnings shall be retained by the Escrow Agent and held as part of the Escrowed Funds for the purposes stated herein until such time as DOGM notifies the Escrow Agent in writing that SCA is no longer in default of its obligations.

7. Agent's Duties. All parties hereto understand and agree that the Escrow Agent is not a principal, participant, or beneficiary of the underlying transaction which necessitates this Agreement. The Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in acting or refraining from acting on any instrument believed by it to be genuine and to have been signed or presented by the proper party or parties, their officers, representatives, or agents. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or for action taken or omitted by it in accordance with the advice of its counsel, unless such action or omission is a result of willful misconduct or negligence.

8. Concerning Escrow Agent. The following provisions shall control with respect to the rights, duties, liabilities, privileges, and immunities of Escrow Agent:

a. Escrow Agent is not a party to, is not bound by, and has no duty to inquire into any agreement other than this Escrow Agreement and the Consent and Control Agreement. All references in this Escrow Agreement and the Consent and Control Agreement to other agreements or permits, including Permit No. C/007/042, are for the convenience of the parties hereto other than Escrow Agent, and Escrow Agent shall have

no duties or obligations with respect thereto. Escrow Agent shall have no implied duties beyond the express duties set forth herein and in the Consent and Control Agreement.

b. Escrow Agent, in acting hereunder, may assume the genuineness of any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be.

c. It is the intention of the parties to this Escrow Agreement that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

d. In the event of any disagreement between any of the parties (other than Escrow Agent) to this Escrow Agreement, or between them or any of them and any other person or entity resulting in conflicting or adverse claims or demands being made in connection with the escrowed property, or in the event that Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, Escrow Agent at its option may refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and, in any such event, Escrow Agent shall not be or become liable in any way or to any person or entity for its failure or refusal to act, and Escrow Agent shall be entitled to either;

i) continue so to refrain from acting until (A) the rights of all parties shall have been determined by a final and unappealable order of a court of competent jurisdiction or by a final and unappealable award of arbitrators, or (B) all differences shall have been resolved by agreement among all of the interested persons or entities, and Escrow Agent shall have been notified thereof in writing signed by all such persons or entities, or

ii) file an interpleader action in any court of competent jurisdiction.

9. Standard of Care. The Escrow Agent shall have no liability under, or duty to inquire beyond the terms and provisions of this Agreement and the Consent and Control Agreement, and it is agreed that the Escrow Agent's duties are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever, except for willful misconduct or negligence. The Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission, or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and, if the Escrow Agent's duties as escrow agent hereunder are affected thereby, unless the Escrow Agent shall have given prior written consent thereto.

10. Resignation. The Escrow Agent may at any time resign hereunder by giving written notice of its resignation to the other parties hereto, at their addresses set forth herein, and to the Trustee at its address set forth in the Consent and Control Agreement, at least thirty days prior to the date specified for such resignation to take effect. Upon the effective date of such

resignation, the escrowed property hereunder shall be delivered to such person as may be designated in joint written instructions to the Escrow Agent from SCA, DOGM and the Trustee, whereupon all the Escrow Agent's obligations hereunder shall cease and terminate. The Escrow Agent's sole responsibility during the period after written notice of resignation is given and before the effective date of resignation shall be to keep safely all escrowed property and to deliver the same to such persons designated in such joint written instructions or in accordance with the directions of a final order or judgment of a court of competent jurisdiction.

11. Indemnification. SCA agrees to defend, indemnify and hold the Escrow Agent harmless from and against any and all loss, damage, liability, and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the legal costs and expenses of defending itself against any claim or liability in connection with its performance hereunder, except to the extent any such loss, damage, liability, or expense is incurred in connection with any breach by the Escrow Agent of its obligations under this Agreement or its willful misconduct or negligence.

12. Fees. The fee of the Escrow Agent to serve as escrow agent hereunder will be \$2,250 for the first year payable in advance and due upon execution of this Escrow Agreement and \$1,250 for each twelve month period thereafter in which this Agreement is in effect, payable at the beginning of each such period. SCA shall pay such fees and all reasonable expenses of the Escrow Agent incurred hereunder, including reasonable attorney's fees incurred in connection with this Agreement and the performance of the Escrow Agent's duties hereunder. Except as otherwise noted, such fee covers account acceptance, set up, and termination expenses plus usual and customary related administrative services such as safekeeping and distribution of securities specified herein or in the exhibits attached. Activities requiring excessive administrator time or out-of-pocket expenses such as optional substitution of collateral or securities shall be deemed extraordinary expenses for which related costs, transaction charges, and additional fees will be billed (after delivery of prior notice of such charges to SCA) at the Escrow Agent's standard charges for such items. In the event SCA fails to pay such fees, DOGM shall be provided notice in writing and a reasonable opportunity to pay the fees, either directly or from Escrowed Funds to keep this Pledge and Escrow Agreement in full effect.

13. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance any further act.

14. Force Majeure. The Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, the following: (a) any delay, error, omission, or default connected with the remittance of funds; (b) any delay, error, omission, or default of any mail, telegraph, cable, or wireless agency or operator; or (c) the acts or edicts of

any government or governmental agency or other group or entity exercising governmental powers.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (without regard to the principles of conflicts of law embodied therein).

16. Notices. Any notice, communication, or other delivery given under this Agreement must be in writing and (a) delivered personally, (b) delivered by overnight express, or (c) sent by registered or certified mail, postage prepaid, as follows:

If to the SCA, to:

Plant Manager  
Sunnyside Cogeneration Associates  
One Power Plant Road  
P.O. Box 159  
Sunnyside, UT 84539

Telephone: 435-888-4476  
Facsimile: 435-888-2538

If to DOGM to:

Division Director  
Division of Oil, Gas & Mining  
State of Utah  
1594 West North Temple, Suite 1210  
P.O. Box 145801  
Salt Lake City, UT 84114-5801

Telephone: 801-538-5326  
Facsimile: 801-359-3940

If to the Escrow Agent, to:

Wells Fargo Bank Northwest, National Association  
Corporate Trust Services Department  
299 South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, Utah 84111

Attention: Carl Mathis

Telephone: 801-246-5299  
Facsimile: 801-246-5996

With copies to:

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

Telephone: 801-530-7428  
Facsimile: 801-364-9127

Utah Attorney General's Office  
Department Natural Resources  
1594 West North Temple, Suite 300  
Salt Lake City, UT 84116

Attention: Steven F. Alder

Telephone: 801-538-5348  
Facsimile: 801-538-7440

Each notice or other communication required or permitted under this Agreement that is addressed as provided in this Section will (i) if delivered personally or by overnight express, be deemed given upon delivery; and (ii) if delivered by mail in the manner described above, be deemed given upon delivery. Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice will be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

17. Taxpayer Identification. SCA's Employer Identification Number is 52-2318424.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Escrow Agent

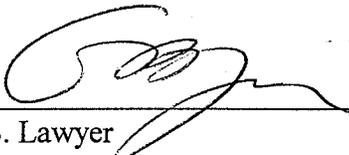
By:   
Name: Carl Mathis  
Title: Assistant Vice President

STATE OF UTAH, DIVISION OF OIL, GAS & MINING

By:   
Name: Lowell Braxton  
Title: Director

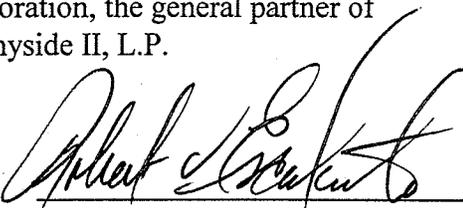
SUNNYSIDE COGENERATION ASSOCIATES, a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a Delaware corporation, a joint venture partner

By:   
Name: Greg B. Lawyer  
Title: President

By: SUNNYSIDE II, L.P., a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC., a Delaware corporation, the general partner of Sunnyside II, L.P.

By:   
Name: Robert V. Escalante  
Title: Vice President

## Exhibit A



**Corporate Trust Services**

7310 North 16<sup>th</sup> Street  
Suite 275  
Phoenix, AZ 85020

October 9, 2003

Wells Fargo Bank Northwest, National Association  
Corporate Trust Services Department  
299 South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84111

Division Director  
Division of Oil, Gas & Mining  
State of Utah  
1594 West North Temple, Suite 1210  
Salt Lake City, UT 84114-5801

Sunnyside Cogeneration Associates  
c/o Constellation Power  
825 North Downs Street, Suite A  
Ridgecrest, CA 93555

Re: Consent and Control Agreement – Pledge and Escrow Agreement – Starpoint  
Mine Waste Coal Pile

Dear Ladies and Gentlemen:

Reference is made to (a) the Trust Indenture (the “Indenture”), dated August 1, 1999, by and between Carbon County, Utah and U.S. Bank, N.A., successor to U.S. Bank Trust National Association, as trustee (in such capacity, the “Trustee”), (b) the Loan Agreement, dated as of August 31, 1999 (the “Loan Agreement”) between Sunnyside Cogeneration Associates, a Utah joint venture (“SCA”), and Carbon County, Utah, and (c) the Security Agreement, dated as of August 31, 1999 (the “Security Agreement”), by and between SCA and U.S. Bank Trust National Association, as Trustee. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned thereto in the Indenture.

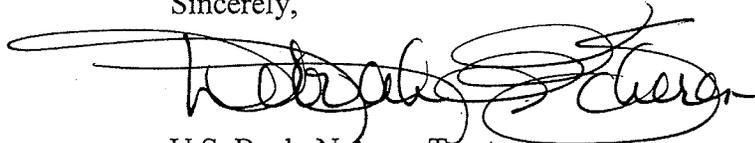
At the direction of the beneficial owners of 100% in the outstanding principal amount of Series 1999A and 1999B bonds issued under the Indenture, the Trustee is executing this letter agreement.

SCA proposes to enter into a Pledge and Escrow Agreement (the “Escrow Agreement”) among SCA, Wells Fargo Bank Northwest, National Association, as the escrow agent (the “Escrow Agent”), and the State of Utah, Division of Oil, Gas & Mining (“DOGGM”), substantially in the form attached hereto. The Trustee hereby consents to the Escrow Agreement and confirms and agrees that notwithstanding the terms and provisions of the Security Agreement, any interest that the Trustee may have in (i) the Escrowed Funds (as defined in the

Escrow Agreement), (ii) any securities purchased with the Escrowed Funds and held by the Escrow Agent pursuant to the Escrow Agreement, and (iii) any proceeds thereof (collectively, the "Escrowed Property") shall be subject and subordinate in all respects to the rights and interests of DOGM therein, whether or not any Event of Default under the Indenture, the Loan Agreement or the Security Agreement shall at any time have occurred or be continuing; provided, that the value of the Escrowed Property shall not exceed the amounts approved by the Trustee's consulting engineer in the aggregate plus any interest or investment earnings thereon. Without limiting the generality of the foregoing, the Trustee confirms and agrees, that upon any occurrence of an Event of Default it will not, without the express written consent of DOGM, foreclose or make any attempt to foreclose upon or otherwise take control of, the Escrowed Property or any portion thereof deposited with the Escrow Agent relating to the Escrow Agreement, provided that the Trustee may take actions necessary to protect its interest in the Escrowed Property so long as such actions do not adversely impact DOGM's rights.

Subject to the foregoing and to the express terms of the Escrow Agreement (including Section 5b), the Escrow Agent agrees that it will comply with written instructions or entitlement orders originated by the Trustee directing disposition of the Escrowed Property or any portion thereof to which SCA may be entitled under the Escrow Agreement, without further consent by SCA. Such instructions may include instructions that the Escrow Agent withdraw, trade or redeem Escrowed Property held in any deposit or securities account, and to deliver, transfer or pay such property to the Trustee. If the Trustee directs the disposition and/or transfer of all or any portion of the Escrowed Property, such property or the proceeds thereof shall be deposited by the Trustee into the Revenue Fund under the Indenture. The Escrow Agent hereby subordinates all security interests, encumbrances, claims and rights of setoff or recoupment it may have, now or in the future, against the Escrowed Property or any account in which the Escrowed Property may be held other than in connection with payment of the Escrow Agent's fees and charges pursuant to the Escrow Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie M. Scherer", written over a horizontal line.

U.S. Bank, N.A., as Trustee

Name: Debbie M. Scherer

Title: Assistant Vice President

Consented to and approved:

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, as Escrow Agent

By: Carl Mathis  
Name: Carl Mathis  
Title: Assistant Vice President

STATE OF UTAH, DIVISION OF OIL, GAS &  
MINING

By: Lowell Braxton  
Name: Lowell Braxton  
Title: Director

SUNNYSIDE COGENERATION ASSOCIATES, a Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a Delaware corporation, a joint venture partner

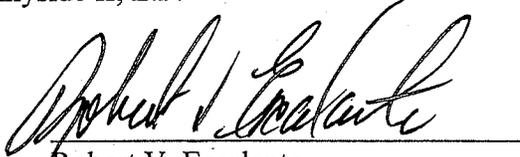
By: 

Name: Greg B. Lawyer

Title: President

By: SUNNYSIDE II, L.P., a Delaware limited partnership, a joint venture partner

By: SUNNYSIDE II, INC., a Delaware corporation, the general partner of Sunnyside II, L.P.

By: 

Name: Robert V. Escalante

Title: Vice President

October 9, 2003

Ms. Deborah Scherer  
U.S. Bank N.A., formerly known as U.S. Bank Trust N.A.,  
as Trustee  
7310 North 16<sup>th</sup> Street, Suite 275  
Phoenix, AZ 85020

Dear Ms. Scherer:

Reference is hereby made to the Trust Indenture as amended or modified (the "Indenture"), dated as of August 1, 1999, between Carbon County, Utah (the "Issuer") and U.S. Bank N.A., formerly known as U.S. Bank Trust N.A., as Trustee (the "Trustee") relating to \$59,000,000 Carbon County, Utah Solid Waste Disposal Revenue Refunding Bonds (Sunnyside Cogeneration Associates Project) Series 1999A (the "Series 1999A Bonds") and \$18,000,000 Carbon County, Utah Solid Waste Disposal Revenue Refunding Bonds (Sunnyside Cogeneration Associates Project) Series 1999B (the "Series 1999B Bonds" and together with the Series 1999A Bonds, the "Bonds"). Capitalized terms used herein without definition shall have the meaning provided for such terms in the Indenture.

1. Holders. The undersigned beneficial owners of the Bonds (the "Directing Holders") in the aggregate hold 100% of the outstanding principal amount of the Bonds.
2. Direction. Pursuant to this letter, each of the Directing Holders hereby directs you to execute and deliver a letter of consent to the Pledge and Escrow Agreement, dated as of October 9, 2003, between Wells Fargo Bank Northwest, National Association, the State of Utah, Division of Oil, Gas & Mining, Sunnyside Cogeneration Associates, a Utah joint venture comprised of Sunnyside Holdings I, Inc., and Sunnyside II, L.P. (by its general partner Sunnyside II, Inc.), which letter shall be substantially in the form attached hereto.
3. Indemnity. Subject to the terms and conditions set forth herein, each of the Directing Holders hereby agrees to indemnify you and hold you harmless for its pro rata share of all costs, claims, liabilities, losses or damages resulting from your taking the actions provided in this letter; provided, that you shall not be indemnified for any of the foregoing resulting from your own gross negligence or willful misconduct. Notwithstanding the foregoing, each of the Directing Holder's obligation to indemnify you shall be limited to its pro rata share of the Trust Estate.
4. Transferees. This letter shall be binding upon all transferees, successors and assigns of the parties to the letter including any party to whom a Directing Holder transfers all or a portion of its Bonds.

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

By: Thomas P. Gamella

TAX FREE HIGH YIELD PORTFOLIO

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

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

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

JOHN HANCOCK HIGH-YIELD TAX-FREE  
FUND

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

CYPRESS ASSOCIATES LLC.

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

ACCEPTED AND AGREED TO  
this \_\_\_\_\_, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

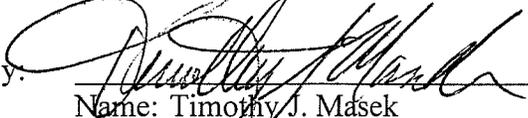
By: \_\_\_\_\_

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

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

TAX-FREE HIGH YIELD PORTFOLIO, a series  
of Tax-Free Income Trust

By:   
Name: Timothy J. Masek  
Title: Assistant Vice President  
Tax-Free Income Trust

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

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

JOHN HANCOCK HIGH-YIELD TAX-FREE  
FUND

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

CYPRESS ASSOCIATES LLC.

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

ACCEPTED AND AGREED TO  
this \_\_\_\_\_, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

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

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

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

TAX FREE HIGH YIELD PORTFOLIO

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

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

By: Mark O'Hara

JOHN HANCOCK HIGH-YIELD TAX-FREE  
FUND

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

CYPRESS ASSOCIATES LLC.

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

ACCEPTED AND AGREED TO  
this \_\_\_\_\_, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

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

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

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

TAX FREE HIGH YIELD PORTFOLIO

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

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

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

JOHN HANCOCK HIGH-YIELD MUNICIPAL  
BOND FUND (formerly known as John Hancock  
Tax-Free Bond Fund)

By: *Dianne M. Lally, VP*

CYPRESS ASSOCIATES LLC.

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

ACCEPTED AND AGREED TO  
this \_\_\_\_\_, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

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

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

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

TAX FREE HIGH YIELD PORTFOLIO

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

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

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

JOHN HANCOCK HIGH-YIELD TAX-FREE  
FUND

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

CYPRESS ASSOCIATES LLC.

By:  \_\_\_\_\_  
J. J. A. Henz  
Sole Member

ACCEPTED AND AGREED TO  
this \_\_\_\_\_, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

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

C/007/042 Incoming  
Exhibit to Fireproof  
#5497

KIRTON | McCONKIE

Brian W. Burnett  
bburnett@kmclaw.com  
801.239.3185

November 21, 2017

RECEIVED  
NOV 21 2017  
DIV. OF OIL, GAS & MINING

**HAND DELIVERED**

Suzanne Steab  
Engineering Technician II  
Division of Oil, Gas and Mining  
1594 West North Temple, Suite 1210  
Salt Lake City, UT 84114-5801

Re: Conditional Approval of Ownership Update – Sunnyside Cogeneration  
Associates, Starpoint Refuse – Permit No. C/007/0042, Task #5497

Dear Ms. Steab:

Enclosed please find the Conditional Approval of Ownership Update for Sunnyside Cogeneration Associates which includes the original Exhibit D you requested for Starpoint Refuse, Permit No. C/007/0042, Task #5497. I believe this is all the information you need for your final approval.

Thank you for your cooperation in this regard. If you have questions, please feel free to contact me.

Sincerely,

KIRTON McCONKIE

Brian W. Burnett

BWB:ias  
Enclosures

4851-5804-9366

**EXHIBIT "D"**

**Stipulation to Revise  
Reclamation Agreement  
(Federal)**

Permit Number: C/007/0042  
Effective Date: \_\_\_\_\_  
Bond Number: 15152700

**COAL**  
**STIPULATION TO REVISE RECLAMATION AGREEMENT**  
--ooOOoo--

This **STIPULATION TO REVISE RECLAMATION AGREEMENT** entered into by and between the **PERMITTEE** and **DIVISION** incorporates the following revisions or changes to the **RECLAMATION AGREEMENT**: (Identify and Describe Revisions below)

Attached, as Exhibit "E", are the revised Officers and Agents of Star Point Waste Fuel Refuse. Exhibit "E" shall be incorporated as part of the original Reclamation Agreement subject to clearance through the Applicant Violator System (AVS).

Also, to be attached to and form part of Bond No. 15152700 is a Pledge and Escrow Agreement Rider changing Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., A Delaware Corporation, and Sunnyside II, L.P., A Delaware Limited Partnership, to a joint venture between Sunnyside Holdings I, Inc., A Delaware Corporation and Colmac Utah, Inc., A Delaware Corporation. The Rider includes an addendum to include the Office of Surface Mining as a first lien security interest.

In accordance with this **STIPULATION TO REVISE RECLAMATION AGREEMENT**, the following Exhibits have been replaced by the **PERMITTEE** and are approved by the **DIVISION**.

- Replace the Reclamation agreement in its entirety.
- Replace Exhibit "A"- bonded area.
- Replace Exhibit "B"- bonding agreement  
(Add Rider changing Principals to Sunnyside Holdings I, Inc. and Colmac Utah, Inc. and include OSM as a first lien security interest.)
- Replace Exhibit "C"- liability insurance
- Add Exhibit "E" Revised Officers and Agents

The bonding amount is revised from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

The bonding type is changed from \_\_\_\_\_ to \_\_\_\_\_.

The surface disturbance is revised from \_\_\_\_\_ acre to \_\_\_\_\_ acres.

The expiration date is revised from \_\_\_\_\_ to \_\_\_\_\_.

The liability insurance carrier is changed from \_\_\_\_\_ to \_\_\_\_\_.

The amount of insurance coverage for bodily injury and property damage is changed  
from  
\$ \_\_\_\_\_ to \$ \_\_\_\_\_.

IN WITNESS WHEREOF, CHRIS L. THOMPSON the PERMITTEE has hereunto set  
its signature and seal this 1<sup>ST</sup> day of SEPTEMBER, 20 17.

**PERMITTEE**

SUNNYSIDE COGENERATION  
ASSOCIATES, a Utah joint venture, composed of:

SUNNYSIDE HOLDINGS I, INC., a Delaware  
corporation, a joint venture partner

By: Chris L. Thompson  
Name: CHRIS L. THOMPSON  
Title: PRESIDENT  
Date: 9/1/2017

COLMAC UTAH INC., a Delaware corporation, a  
joint venture partner

By: Chris L. Thompson  
Name: CHRIS L. THOMPSON  
Title: PRESIDENT  
Date: 9/1/2017

ACCEPTED BY THE STATE OF UTAH this 11<sup>th</sup> day of September, 20 17

J. R. By  
Director, Division of Oil, Gas and Mining

**NOTE:** An **Affidavit of Qualification** must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power or Attorney of a company, such Power of Attorney must be filed with this Agreement. If the **PERMITTEE** is a corporation, the Agreement shall be executed by its duly authorized officer.





**EXHIBIT "E"**

**Revised Officers and Agents  
(Federal)**

**Exhibit "E"**  
**Revised Officers & Agents**  
**Reclamation Agreement**  
**Federal**

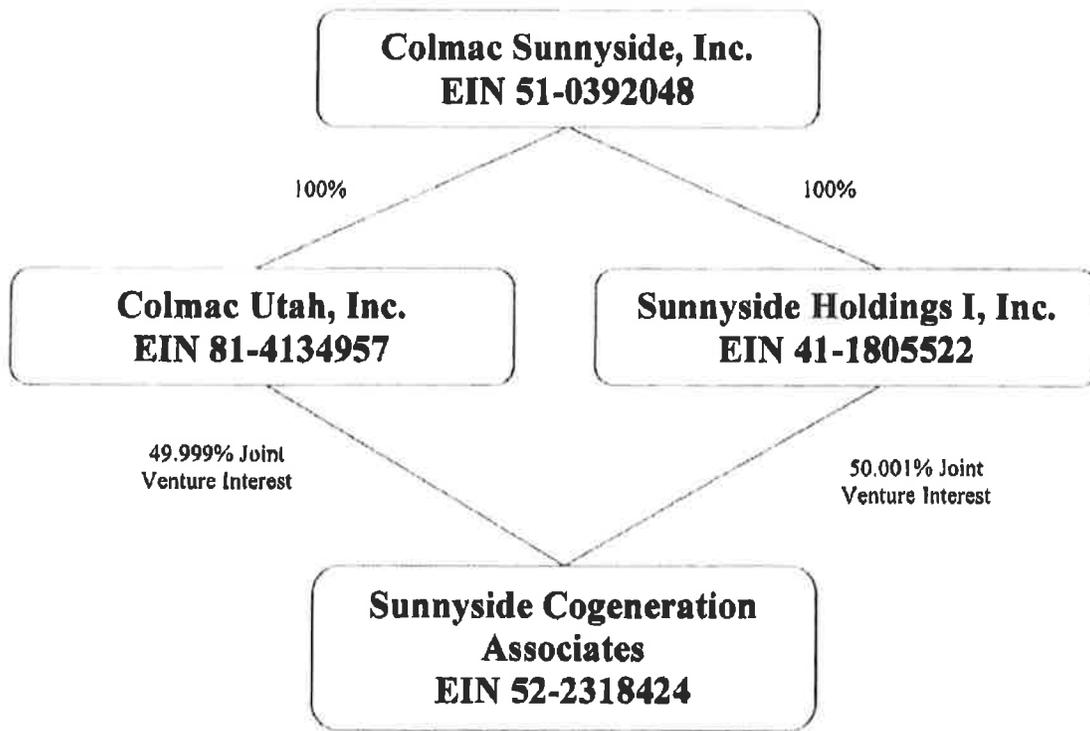
Permit Number: C/007/0042  
Effective Date: \_\_\_\_\_  
Bond Number: 15152700

**Exhibit "E"**  
**REVISED OFFICERS AND AGENTS**  
--ooOOoo--

**Exhibit 112.300**

**SCA Corporate Organization Chart  
and  
Corporate Officers and Directors**

**Sunnyside Cogeneration Associates**  
**Figure 1-7**  
**Information Regarding "Owners" and "Controllers"**  
**Permit No. C/007/035**



**Colmac Sunnyside, Inc.:**

The following Directors and Officers were appointed to the positions set forth below.

<u>Directors:</u>	Robert S. McLeese	Director	August 23, 2010
	Chris L. Thompson	Director	August 23, 2010
	William K. Langan	Director	June 29, 2007
<u>Officers:</u>	Robert S. McLeese	Chairman	January 18, 2011
		Chief Executive Officer	January 18, 2011
		Chief Financial Officer	August 23, 2010
	Chris L. Thompson	President	July 15, 2009
	Joseph C. Lane	Secretary	July 13, 2011
	William K. Langan	Assistant Secretary	June 28, 2007
	Robert S. McLeese	Treasurer	August 25, 2014

The address for the officers and directors is 1105 North Market Street, Suite 650, Wilmington, DE 19801.

**Sunnyside Holdings I, Inc.:**

The following Directors and Officers were appointed to the positions set forth below.

<u>Directors:</u>	Robert S. McLeese	Director	January 18, 2011
	Chris L. Thompson	Director	July 15, 2009
<u>Officers:</u>	Robert S. McLeese	Chairman Chief Executive Officer Chief Financial Officer	January 18, 2011
	Chris L. Thompson	President	July 15, 2009
	Joseph C. Lane	Vice President Secretary	August 25, 2014 July 14, 2011
	Robert S. McLeese	Treasurer	August 25, 2014

The address for the officers and directors is 1105 North Market Street, Suite 650, Wilmington, DE 19801.

**Colmac Utah, Inc.:**

The following Directors and Officers were appointed to the positions set forth below.

<u>Directors:</u>	Robert S. McLeese	Director	October 3, 2016
	Chris L. Thompson	Director	October 3, 2016
<u>Officers:</u>	Chris L. Thompson	President Secretary	October 3, 2016 October 3, 2016
	Robert S. McLeese	Chairman Treasurer	October 3, 2016 October 3, 2016

The address for the officers and directors is 1105 North Market Street, Suite 650, Wilmington, DE 19801.

**Sunnyside Cogeneration Associates:**

Sunnyside Cogeneration Associates ("SCA") is a joint venture comprised of Sunnyside Holdings I, Inc. and Colmac Utah, Inc. and has no corporate information of its own.

SCA's address is One Power Plant Road, P.O. Box 139, Sunnyside, UT 84539  
Telephone Number: 435-888-4476.

SCA's Registered Agent is Brian W. Burnett, Esq., Kirton McConkie,  
50 East South Temple, Suite 400, Salt Lake City, UT 84111, Telephone Number: 801-239-3185.

**RIDER**

**PLEDGE AND ESCROW AGREEMENT**

This rider is intended to modify the Pledge and Escrow Agreement ("Agreement"), dated October 9, 2003 made and entered into by and among Wells Fargo Bank Northwest, National Association, as escrow agent (the "Escrow Agent"), Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., A Delaware Corporation, and Sunnyside II, L.P., A Delaware Limited Partnership, ("SCA"), and the State of Utah, Division of Oil, Gas & Mining ("DOGM") regarding permit no. C/007/0042.

It is mutually understood and agreed by the Escrow Agent, SCA and DOGM that Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., A Delaware Corporation, and Sunnyside II, L.P., A Delaware Limited Partnership be modified to Sunnyside Cogeneration Associates, a joint venture between Sunnyside Holdings I, Inc., A Delaware Corporation, and Colmac Utah, Inc., A Delaware Corporation.

AND

1. Grant of Security Interest. As security for SCA's obligation to reclaim the waste coal pile associated with its project in Sunnyside, Utah, pursuant to its Permit No. C/007/0042, SCA hereby pledges, grants, assigns transfers and sets over to DOGM, and the Office of Surface Mining (OSM), and there is hereby created in favor of DOGM and OSM, a first lien security interest in and to all of SCA's right, title and interest in and to the Escrowed Funds and the proceeds thereof as provided herein. DOGM's and OSM's first lien security interest shall apply to the Escrowed Funds and any investment earnings thereon to the extent provided in and subject to this Agreement.

5. Disbursement of Funds.

a. Upon the written instruction and demand of the Director of DOGM for itself or at the direction of OSM, the Escrow Agent shall liquidate or sell all or such portion of the investments of the Escrowed Funds as the Director of DOGM shall designate without any further consent of SCA and shall disburse the proceeds of such sale to DOGM or to OSM as required by the Director's written designation. The Escrow Agent shall not be responsible or liable for any investment losses on investments or sales of investments of Escrowed Funds made in accordance with this Agreement. SCA agrees and irrevocably instructs the Escrow Agent that neither SCA, the Trustee, nor any person claiming an ownership interest in the Escrowed Funds, shall have the authority to prevent the Escrow Agency from carrying out the Director of DOGM's instruction to transfer the Escrowed Funds to DOGM and/or OSM: DOGM agrees that any disbursement of the Escrowed Funds shall be made pursuant to SCA's obligations set forth in Permit No. C/007/0042; and DOGM shall return or release directly to SCA any Escrowed Funds which are more than the amount necessary to complete reclamation pursuant to the regulations in effect at the time, which regulations are currently set forth in Utah Admin. Code R645-301-800.

b. The Escrow Agent shall, except as provided in Section 6 below, disburse the Escrowed Funds and the investment earnings thereon, if any, to SCA only upon written instruction of the Director of DOGM. The Escrow Agent shall give not less than 10 days written notice to the Trustee at its address set forth in the Consent and Control Agreement before making any disbursement of Escrowed Funds to SCA pursuant to this paragraph. Upon disbursement of all of the Escrowed Funds and the investment earnings thereon, if any, to DOGM, OSM or to SCA pursuant to the provisions set forth herein, this Agreement shall be deemed to have been terminated.

All other items and conditions of said bond except as herein expressly modified shall remain unchanged.

This rider shall be effective as of the 30<sup>th</sup> of October, 2017

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, now known  
As Wells Fargo Bank, N.A. as Escrow  
Agent

By: *Shara Crayer*  
Name: Shara Crayer  
Title: Vice President  
Date: 10-30-17

UTAH DIVISION OF OIL, GAS &  
MINING, a Division of the Department of  
Natural Resources

By: *J.R. Baza*  
Name: JOHN R. BAZA  
Title: DIRECTOR  
Date: 10/18/17

SUNNYSIDE COGENERATION ASSOCIATES, a  
Utah joint venture, composed of:

By: SUNNYSIDE HOLDINGS I, INC., a  
Delaware corporation, a joint venture  
partner

By: *Chris Thompson*  
Name: CHRIS THOMPSON  
Title: PRESIDENT  
Date: 10/11/2017

By: COLMAC UTAH INC., a Delaware  
corporation, a joint venture partner

By: *Chris Thompson*  
Name: CHRIS THOMPSON  
Title: PRESIDENT  
Date: 10/11/2017

Please indicate your acceptance of this letter as indicated below.

DREYFUS MUNICIPAL FUNDS

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

TAX FREE HIGH YIELD PORTFOLIO

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

UNITED MUNICIPAL HIGH INCOME FUND,  
INC.

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

JOHN HANCOCK HIGH-YIELD TAX-FREE  
FUND

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

CYPRESS ASSOCIATES LLC.

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

ACCEPTED AND AGREED TO  
this 9<sup>th</sup> day of October, 2003

U.S. Bank N.A. formerly known as U.S. Bank Trust N.A.,  
As Trustee

By:

