

### Document Information Form

Mine Number: C/015/007

File Name: Internal

To: DOGM

**From:**

Person Frederick Gerstell / Scott J Wilcott

Company N/A

Date Sent: N/A

**Explanation:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc:

File in: C/015/007/ Internal

Refer to:

- Confidential
- Shelf
- Expandable

Date \_\_\_\_\_ For additional information

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
None		

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No Change

EIGHTH: The manner in which such amendment effects a change is the amount of stated capital, and the amount of stated capital as changed by such amendment are as follows:

No Change

August 14, 1985

SOLDIER CREEK COAL COMPANY

By: A. Frederick Gerstell  
A. Frederick Gerstell  
Its President

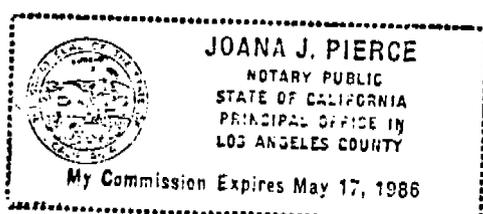
By: Scott J Wilcott  
Scott J Wilcott  
Its Secretary

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) SS

Before me, Joana J. Pierce, a Notary Public in and for the said County and State, personally appeared A. Frederick Gerstell, who acknowledged before me that he is the President of SOLDIER CREEK COAL COMPANY, a Utah corporation, and that he signed the foregoing Articles of Amendment as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of August, A. D. 1985.

My commission expires May 17, 1986.



Joana J. Pierce  
Notary Public

File in:

- Confidential
- Shelf
- Expandable

Refer to Record No 0003 Date

In C/015, 007, Internal

For additional information

FILED in the office of the Lt. Gov./Sec. of State, of the State of Utah, on the day of December, A.D. 1976 ARTICLES OF INCORPORATION

70948

CLYDE L. MILLER  
Lt. Gov./Sec. of State

OF

Filing Clerk BS Fees 50.00 SOLDIER CREEK COAL COMPANY

\*\*\*\*\*

CLYDE L. MILLER  
Lt. Gov./Sec. of State

WE, THE UNDERSIGNED NATURAL PERSONS OF THE AGE OF TWENTY ONE YEARS OR MORE, ACTING AS INCORPORATORS OF A CORPORATION UNDER THE UTAH BUSINESS CORPORATION ACT, ADOPT THE FOLLOWING ARTICLES OF INCORPORATION:

70948

FIRST: THE NAME OF THE CORPORATION IS SOLDIER CREEK COAL COMPANY.

SECOND: THE PERIOD OF DURATION IS PERPETUAL.

THIRD: THE PURPOSE OR PURPOSES FOR WHICH THE CORPORATION IS ORGANIZED ARE: TO OWN, LEASE AND/OR OPERATE ANY AND ALL TYPES OF COAL MINES, INCLUDING BUT NOT LIMITED TO MINING, PREPARATION, TRUCKING AND SHIPMENT OF COAL. ALSO TO CARRY ON ANY AND ALL TYPES OF WHOLESALE AND RETAIL SALES OF ANY AND ALL ENERGY PRODUCTS. ALSO TO OWN, LEASE AND/OR OPERATE ANY OTHER LAWFUL BUSINESS OR UNDERTAKING, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING, WHICH A NATURAL PERSON MIGHT OWN OR OPERATE.

FOURTH: THE AGGREGATE NUMBER OF SHARES WHICH THE CORPORATION SHALL HAVE AUTHORITY TO ISSUE IS: TEN THOUSAND SHARES OF NON-PAR STOCK OF ONE CLASS ONLY. THE BOARD OF DIRECTORS SHALL BE AUTHORIZED TO CREATE ADDITIONAL CLASSES OF COMMON STOCK OR PREFERRED STOCK UPON APPLICATION TO AMEND THESE ARTICLES UNDER THE UTAH BUSINESS CORPORATION ACT.

FIFTH: THE CORPORATION SHALL NOT COMMENCE BUSINESS UNTIL AT LEAST ONE THOUSAND DOLLARS HAS BEEN RECEIVED FOR THE ISSUANCE OF SHARES.

SIXTH: SHAREHOLDERS SHALL HAVE THE PREEMPTIVE RIGHT TO ACQUIRE EITHER UNISSUED OR TREASURY SHARES OF THE CORPORATION.

SEVENTH: PROVISIONS FOR THE REGULATION OF THE INTERNAL AFFAIRS OF THE CORPORATION ARE:

7.1 TWO-THIRD OF THE OUTSTANDING SHARES OF THE CORPORATION ENTITLED TO VOTE, REPRESENTED IN PERSON OR BY PROXY SHALL CONSTITUTE A QUORUM AT A MEETING OF THE SHAREHOLDERS AND THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OUTSTANDING SHARES OF THE CORPORATION ENTITLED TO VOTE SHALL BE THE ACT OF THE SHAREHOLDERS ON ANY MATTER INCLUDING PROPOSITIONS TO AMEND THE ARTICLES OR TO REPEAL, AMEND OR ADOPT BYLAWS. WITH THE EXCEPTION OF BYLAWS INITIALLY ADOPTED BY THE DIRECTORS, BYLAWS SHALL BE REPEALED, AMENDED OR ADOPTED ONLY BY THE SHAREHOLDERS.

7.2 THE CORPORATION SHALL HAVE THE FIRST OPTION TO PURCHASE ANY STOCK OFFERED FOR SALE BY ANY STOCKHOLDER AND IN ACCORDANCE WITH 16-10-5 OF SAID UTAH BUSINESS CORPORATION ACT, THE CORPORATION MAY PURCHASE THE SAME FROM EARNED SURPLUS OR FROM UNRESERVED AND UNRESTRICTED CAPITAL SURPLUS. SUBJECT TO SAID FIRST OPTION THE SHAREHOLDERS OF THE CORPORATION SHALL HAVE THE NEXT RIGHT TO BUY THE STOCK OFFERED FOR SALE BY ANY SHAREHOLDER. IN CONNECTION WITH THESE OPTIONS THE FOLLOWING PROVISIONS SHALL APPLY:

(A) THE PARTY DESIRING TO SELL ALL OR PART OF HIS STOCK SHALL SERVE NOTICE UPON THE CORPORATION BY REGISTERED OR CERTIFIED MAIL THAT HE ELECTS TO SELL AND OF THE PRICE, TERMS AND CONDITIONS OF SALE. THE CORPORATION SHALL HAVE THIRTY DAYS FROM DATE OF MAILING SUCH NOTICE IN WHICH TO EXERCISE ITS OPTION TO PURCHASE SUCH STOCK.

(B) IF THE CORPORATION DOES NOT ELECT TO PURCHASE SAID STOCK THEN THE SHAREHOLDER OFFERING TO SELL SHALL NOTIFY ALL OTHER SHAREHOLDERS BY REGISTERED OR CERTIFIED MAIL OF HIS ELECTION TO SELL AND OF THE SAID PRICE, TERMS AND CONDITIONS OF SALE. THE OTHER SHAREHOLDERS SHALL HAVE THIRTY DAYS FROM DATE OF MAILING SUCH NOTICE IN WHICH TO EXERCISE THE OPTION TO PURCHASE. THE OTHER SHAREHOLDERS SHALL HAVE THE RIGHT TO PURCHASE SUCH STOCK IN THE SAME PROPORTION THAT THEY HOLD STOCK IN THE CORPORATION AND IF ANY ONE OF THEM DOES NOT ELECT TO PURCHASE HIS PRO-RATA DEMAND THEN THE OTHER SHAREHOLDERS MAY PURCHASE THE SAME PRO-RATA AS AFORESAID.

(C) EITHER THE CORPORATION OR THE SHAREHOLDERS, AS THE CASE MAY BE, MUST BUY ALL OR NONE OF THE SHARES OFFERED FOR SALE, UNLESS THE OFFEROR OTHERWISE AGREES.

(D) IN THE EVENT OF THE DEATH OF ANY SHAREHOLDER, HIS PERSONAL REPRESENTATIVES, DEVISEES OR HEIRS, BEFORE SELLING TO ANY

THIRD PERSONS, LIKEWISE SHALL FIRST COMPLY WITH THE PROVISIONS OF THE FOREGOING SUBPARAGRAPHS (A) AND (B) OF THIS PARAGRAPH 7.2.

(E) SHOULD NEITHER THE CORPORATION NOR THE OTHER SHAREHOLDERS PURCHASE THE SAID STOCK SO OFFERED FOR SALE THEN THE SHAREHOLDER MAY SELL TO ANY THIRD PERSON, BUT IF HE ELECTS TO SELL UPON DIFFERENT TERMS OR CONDITIONS THAN THOSE PREVIOUSLY SPECIFIED HE AGAIN SHALL COMPLY WITH THE PROVISIONS OF THE FOREGOING SUBPARAGRAPHS (A) AND (B) OF THIS PARAGRAPH 7.2 BEFORE SELLING TO THIRD PARTIES.

(F) ANY SHAREHOLDER MAY FREELY PLEDGE HIS STOCK, AND IF ANY STOCK BEING SOLD AS AFORESAID IS PLEDGED TO SECURE A DEBT AT THE TIME OF SUCH SALE THE PURCHASER OR PURCHASERS SHALL FIRST PAY SUCH DEBT AND PAY THE BALANCE OF THE PURCHASE PRICE TO THE SELLER.

(G) A TRANSFEREE OF ANY OF THE SAID STOCK AFFECTED BY THIS PARAGRAPH 7.2 SHALL ACCEPT SUCH STOCK SUBJECT TO ALL THE RESTRICTIONS, TERMS AND CONDITIONS HEREOF AND SHALL BE CONSIDERED A PARTY HERETO.

7.3 AT EACH ELECTION FOR DIRECTORS EVERY SHAREHOLDER ENTITLED TO VOTE AT SUCH ELECTION SHALL HAVE THE RIGHT TO VOTE, IN PERSON OR BY PROXY, THE NUMBER OF SHARES OWNED BY HIM FOR AS MANY PERSONS AS THERE ARE DIRECTORS TO BE ELECTED AND FOR WHOSE ELECTION HE HAS A RIGHT TO VOTE, OR TO CUMULATE HIS VOTES BY GIVING ONE CANDIDATE AS MANY VOTES AS THE NUMBER OF SUCH DIRECTORS MULTIPLIED BY THE NUMBER OF HIS SHARES SHALL EQUAL, OR BY DISTRIBUTING SUCH VOTES ON THE SAME PRINCIPLE AMONG ANY NUMBER OF CANDIDATES.

EIGHTH: THE ADDRESS OF THE INITIAL REGISTERED OFFICE OF THE CORPORATION IS 90 WEST FIRST NORTH, PRICE, UTAH 84501, AND THE NAME OF ITS INITIAL REGISTERED AGENT AT SUCH ADDRESS IS MARION D. ROSS,

NINTH: THE NUMBER OF DIRECTORS CONSTITUTING THE INITIAL BOARD OF DIRECTORS OF THE CORPORATION IS THREE AND THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE TO SERVE AS DIRECTORS UNTIL THE FIRST ANNUAL MEETING OF SHAREHOLDERS OR UNTIL THEIR SUCCESSORS ARE ELECTED AND SHALL QUALIFY ARE:

<u>NAME</u>	<u>ADDRESS</u>
MARION D. ROSS	90 WEST FIRST NORTH PRICE, UTAH 84501
TEENA BOREN	90 WEST FIRST NORTH PRICE, UTAH 84501

JEANNETTE C. WELSH

190 NORTH CARBON AVENUE  
PRICE, UTAH 84501

TENTH: THE NAME AND ADDRESS OF EACH INCORPORATOR IS:

MARION D, ROSS

90 WEST FIRST NORTH  
PRICE, UTAH 84501

TEENA BOREN

90 WEST FIRST NORTH  
PRICE, UTAH 84501

JEANNETTE C. WELSH

190 NORTH CARBON AVENUE  
PRICE, UTAH 84501

DATED THIS 6TH DAY OF DECEMBER, 1976.

*Marion D. Ross*  
MARION D. ROSS

*Teena Boren*  
TEENA BOREN

*Jeannette C. Welsh*  
JEANNETTE C. WELSH

STATE OF UTAH )  
                  : SS.  
COUNTY OF CARBON)

I, JAMES T, JENSEN, A NOTARY PUBLIC, HEREBY CERTIFY THAT ON THE 6TH DAY OF DECEMBER, 1976, PERSONALLY APPEARED BEFORE ME MARION D.ROSS, TEENA BOREN AND JEANNETTE C, WELSH, WHO BEING BY ME DULY SWORN, DECLARED THAT THEY ARE THE PERSONS WHO SIGNED THE FOREGOING DOCUMENT AS INCORPORATORS AND THAT THE STATEMENTS THEREIN CONTAINED ARE TRUE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 6TH DAY OF DECEMBER, 1976.

*James T. Jensen*  
JAMES T. JENSEN  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
SEPTEMBER 19, 1979

RESIDENCE: PRICE, UTAH

70948

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

SOLDIER CREEK COAL COMPANY

APPROVED BY THE DIVISION OF CORPORATIONS  
and Commercial Code of the Utah State  
Department of Business

on the 21 day of Aug 1985

Corporate Documents by name VB

Fees paid \$ 3500

Pursuant to the provisions of the Utah Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is SOLDIER CREEK COAL COMPANY.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on August 7, 1985, in the manner prescribed by the Utah Business Corporation Act:

"FIRST: The name of the corporation is HIDDEN VALLEY COAL COMPANY."

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

<u>Class</u>	<u>Number of Shares</u>
Common	100

FIFTH: The number of shares voted for such amendment was 100, and the number of shares voted against such amendment was -0-.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

5233501070





4. In connection with the sale in 1985 by California Portland Cement Company of other coal properties and equipment located within the State of Utah, the Corporation (then known as Soldier Creek Coal Company) agreed to transfer the right to use the name "Soldier Creek Coal Company" to the purchaser of said properties and equipment.

5. The Corporation thereafter changed its name, by amendment of its Articles of Incorporation, to Hidden Valley Coal Company.

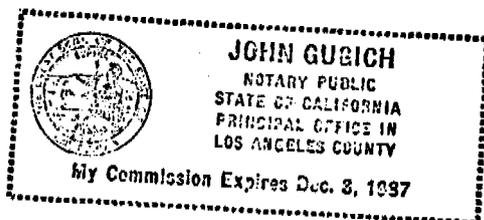
6. The Corporation is currently the owner of the real property and leasehold estate described in paragraph 3 above.

7. California Portland Cement Company presently holds 100% of the outstanding stock of said Corporation.

  
\_\_\_\_\_  
JOHN L. FROGGE

Subscribed and sworn before me this 4th day of December, 1986.

  
\_\_\_\_\_  
Notary Public, California  
John Gugich





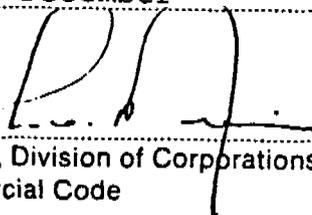
The Department of Business Regulation, Division of Corporations and Commercial Code, certifies that the attached is a full, true and correct copy of the Articles of Incorporation of HIDDEN VALLEY COAL COMPANY, a Utah corporation filed with this office on December 7, 1976. Also attached are all subsequent amendments thereto.

File #70948

AS APPEARS OF RECORD IN THE DIVISION OFFICE



Dated this 2nd day of  
December A.D. 19 86

  
Director, Division of Corporations and  
Commercial Code



WHEN RECORDED MAIL TO:

RONNY L. CUTSHALL, of  
Jones, Waldo, Holbrook & McDonough  
800 Walker Bank Building  
Salt Lake City, Utah 84111

483

STATE OF UTAH  
COUNTY OF EMERY  
FILED AND RECORDED FOR  
Permy & Caldwell  
Dec 15 9 07 AM '76  
Book 89 Page 483  
County Recorder

258784

Space Above for Recorder's Use

# Warranty Deed

(Corporate Form)

IVIE CREEK COAL COMPANY

organized and existing under the laws of the State of Utah, with its principal office at  
518 Walker Bank Building, of County of Salt Lake, State of Utah,  
grantor, hereby conveys and warrants to

IVIE CREEK COAL ASSOCIATES, a limited partnership

of Salt Lake City, Utah  
TEN AND NO/100-----(\$10.00)-----DOLLARS,  
the following described tract of land in Emery County,  
State of Utah:

Grantee  
for the sum of

The West half of Section 17 and all of Section 18  
of Township 23 South, Range 6 East, Salt Lake Meridian.

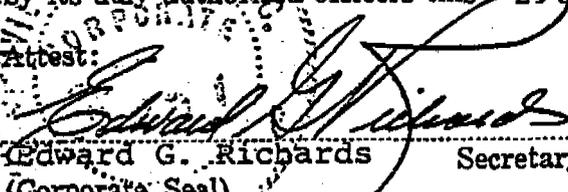
INCLUDING ALL WATER RIGHTS APPURTENANT TO SAID LAND.

BUT RESERVING TO GRANTOR, its successors and assigns,  
all coal, mineral, oil and gas rights on, in and to  
said land; and solely for purposes thereof, the right  
of reasonable access, ingress and egress in and to  
said land.

Entry No. 258784  
Book 89 page 483  
Emery Co. Records  
recorded Oct 29, 1976

The officers who sign this deed hereby certify that this deed and the transfer represented  
thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor  
at a lawful meeting duly held and attended by a quorum.

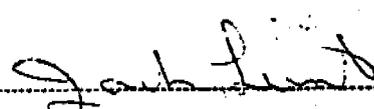
In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed  
by its duly authorized officers this 29th day of October A. D., 1976

Attest:  
  
Edward G. Richards Secretary.  
(Corporate Seal)

IVIE CREEK COAL Company  
By  
  
M. Walker Wallace President.

STATE OF UTAH,  
County of SALT LAKE } ss.

On the 29th day of October, A. D. 1976  
personally appeared before me M. Walker Wallace and Edward G. Richards  
who being by me duly sworn did say, each for himself, that he, the said M. Walker Wallace  
is the president, and he, the said Edward G. Richards is the secretary  
of Ivie Creek Coal Company, and that the within and foregoing  
instrument was signed in behalf of said corporation by authority of a resolution of its board of direc-  
tors and said M. Walker Wallace and Edward G. Richards  
each duly acknowledged to me that said corporation executed the same and that the seal affixed  
is the seal of said corporation.

  
Notary Public.

My Commission expires 11-13-77 My residence is Salt Lake City, Utah

WHEN RECORDED, MAIL TO:

J. Randolph Elliott, Esq.  
Vice President and General Counsel  
California Portland Cement Company  
800 Wilshire Boulevard  
Los Angeles, California 90017

95

C

Space Above for Recorder's Use

WARRANTY DEED

IVIE CREEK COAL ASSOCIATES, a limited partnership organized and existing under the laws of the State of Utah, with its principal office at 1720 Beneficial Life Tower, County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants to SOLDIER CREEK COAL COMPANY, a Utah corporation, of Salt Lake City, Utah, Grantee, for the sum of TEN AND NO/100 (\$10.00) DOLLARS the following described tract of land in Emery County, State of Utah:

The West half of Section 17 and all of Section 18 of Township 23 South, Range 6 East, Salt Lake Meridian.

274594

INCLUDING ALL WATER RIGHTS APPURTENANT TO SAID LAND.

BUT SUBJECT TO the certain reservation and easement contained in and more particularly described in the Warranty Deed with respect to said land from Ivie Creek Coal Company to Ivie Creek Coal Associates dated October 29, 1976, recorded under Entry No. 258784, in Book 89 at page 483, Emery County Records.

AND ALSO SUBJECT TO general taxes accruing after December 31, 1977.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed by all of its General Partners as of the 12th day of January, 1978.

IVIE CREEK COAL ASSOCIATES

By: Peter L. Shea  
Peter L. Shea  
A General Partner

By: CLIFFORD MINERALS CORPORATION  
A General Partner

By: Joseph C. Bennett  
Joseph C. Bennett  
President

[Corporate Seal]

ATTEST

Portia C. Williams  
Secretary

STATE OF UTAH )  
COUNTY OF EMERY )  
RECORDED AND INDEXED )  
SOLDIER CREEK COAL )  
JAN 12 9 17 AM '78 )  
BOOK 96 PAGE 96 )  
Stella H. Haysman )  
COUNTY RECORDER )

Acknowledgment By  
General Partners

State of New York )  
                          : ss.:  
County of New York )

January 10, 1978

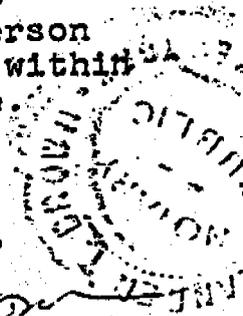
On January 10, 1978, before me, the undersigned Notary Public, personally appeared Peter L. Shea, who being first duly sworn declared (1) that he is the person whose name is subscribed; (2) that he subscribed the within instrument and acknowledged that he executed the same.

WITNESS MY HAND AND SEAL.

LEANDER T. BROWN  
No. 41-4517590

Qualified in Queens County  
Certificate filed in New York County  
Commission expires March 30, 1978

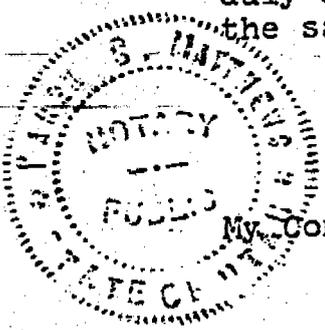
*Leander T. Brown*  
\_\_\_\_\_  
Notary Public



My term of office expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

State of Utah )  
                          : ss.:  
County of Salt Lake )

On the 10<sup>th</sup> day of January, 1978, personally appeared before me Joseph C. Bennett, who being by me duly sworn did say that he is the President of Clifford Minerals Corporation, and that the foregoing Warranty Deed was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and he further duly acknowledged to me that the corporation executed the same.



*Joseph C. Bennett*  
\_\_\_\_\_  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:

10/9/78

259391

STATE OF UTAH  
COUNTY OF EMERY 38  
FILED AND RECORDED PER  
JAN 20 9 20 AM '77  
Doc Hammond  
C. L. L. 90  
C. L. L. 49  
COUNTY RECORDER

COAL LEASE  
(Short Form)

This Coal Lease made as of August 20, 1976, by and between Ivie Creek Coal Company, a Utah corporation having its principal office at 518 Walker Bank Building, Salt Lake City, Utah ("Lessor") and Ivie Creek Coal Associates, a Utah limited partnership having an office at 1720 Beneficial Life Tower, Salt Lake City, Utah ("Lessee"), witnesseth that:

Whereas, the Lessor, as lessor, and Peter L. Shea and Clifford Minerals Company, a Utah corporation, as lessee, said lessee having an office at 1720 Beneficial Life Tower, Salt Lake City, Utah, entered into a Coal Lease dated August 20, 1976, covering the coal and coal mining rights in property situated in Emery County, Utah and more particularly described therein and hereinbelow, and a Memorandum thereof was recorded in the office of the County Recorder of Emery County on August 25, 1976 in Book 87 at page 698; and

Whereas, the leasehold interest under said Coal Lease was thereafter assigned by Clifford Minerals Corporation and Peter L. Shea (joined by Nancy Shea, his wife) to Ivie Creek Coal Associates, the present Lessee, by counterpart instruments executed and delivered as of September 22, 1976, and such instruments were recorded in the office of the County Recorder of Emery County in Book 89 at pages 185-187; and

Whereas, such Coal Lease has not been recorded and the parties now, in consideration of the premises and to make an instrument for recordation, do hereby agree as follows:

1. Lessor has leased and does hereby lease to and Lessee has leased and hereby leases from Lessor the coal rights and interests in real property in Emery County, State of Utah

described as :

The West half of Section 17 and all of Section 18 of Township 23 South, Range 6 East, Salt Lake Meridian.

During the life of this lease, Lessee may freely drill, explore, prospect, develop, mine, strip, extract and sell such coal therefrom as it may elect, and use the surface and underground thereof for all lawful purposes.

2. The term hereof commences August 20, 1976 and ends the 31st day of January, 2007, except that Lessee may extend such term for an additional 30 years thereafter (or until January 31, 2037) on certain conditions. Such term is subject to surrender, or to termination, on certain conditions.

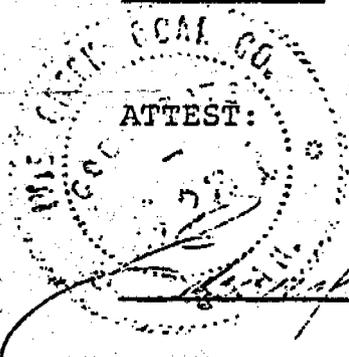
3. Further rights and obligations of the parties under such lease are set out in full in the Coal Lease covering the subject property and dated August 20, 1976.

In witness whereof, Lessor has caused the execution hereof by its officers thereunto duly authorized, and the Lessee has caused the execution hereof by Clifford Minerals Corporation, a general partner therein, said general partner being authorized so to do and the officers of such general partner being authorized to act on its behalf. This Memorandum is made as of the date first above written and is actually signed this

30 day of December, 1976.

SIGNATURE NOT LEGIBLE FOR MICRO-FILM

Ivie Creek Coal Company



ATTEST:  
*[Handwritten signature]*

By *[Signature]*  
Its *[Signature]*

Ivie Creek Coal Associates, a Utah limited partnership, by Clifford Minerals Corporation, a general partner thereof

ATTEST:

*Portia C. Williams*

By *[Signature]*  
Its President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 30th day of December, 1976, personally appeared before me M. Walker Wallace and Edward G. Richards, who being by me duly sworn did say, each for himself, that he the said M. Walker Wallace is the President, and he the said Edward G. Richards is the Secretary of Ivie Creek Coal Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said M. Walker Wallace and Edward G. Richards each duly acknowledged to me that said corporation executed the same.

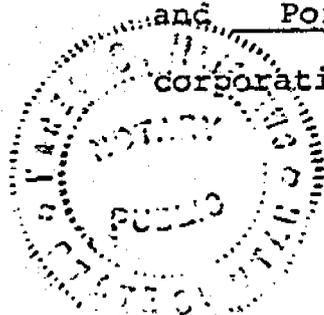


Edwin W. Eschke  
Notary Public  
Residing in: Salt Lake City, Utah

My Commission expires:  
My Commission Expires March 31, 1977

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 10th day of ~~December~~ <sup>January, 1977</sup>, personally appeared before me Joseph Bennett and Portia C. Williams who being by me duly sworn did say, each for himself, that he the said Joseph Bennett is the President, and she the said Portia C. Williams is the Secretary of Clifford Minerals Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Joseph Bennett and Portia C. Williams each duly acknowledged to me that said corporation executed the same.



Karen S. Matthews  
Notary Public  
Residing in: Salt Lake City, Utah

My Commission expires:  
10/10/78

WHEN RECORDED, MAIL TO:

J. Randolph Elliott, Esq.  
Vice President & General Counsel  
California Portland Cement Co.  
800 Wilshire Boulevard  
Los Angeles, California 90017

Recorded at Request of:

Soldier Creek Coal Company  
90 West First North  
Professional Building  
Price, Utah 84501

Assignment of Coal Lease

Pursuant to a Coal Lease dated August 20, 1976 (the "Lease"), between Ivie Creek Coal Company, a Utah corporation ("ICCC"), as lessor, and Clifford Minerals Corporation, a Utah corporation ("Clifford"), and Peter L. Shea ("Shea") as lessees, ICCC leased to Clifford and Shea certain rights, as more fully set forth in the Lease, with respect to the following described real property located in Emery County, Utah:

The West half of Section 17 and all of Section 18, Township 23 South, Range 6 East, S.L. Mer.

A Memorandum of the Lease was recorded on August 25, 1976, Entry No. 252949, Book 87, page 698, in the records of the Recorder of Emery County, Utah. The Lease was assigned on September 22, 1976, by Clifford and Shea to Ivie Creek Coal Associates, a Utah limited partnership ("Ivie Creek"), and such assignment was recorded on November 17, 1976, Entry No. 257680, Book 89, page 185, in the records of the Recorder of Emery County, Utah. Ivie Creek wishes to assign all its right, title and interest in and to the Lease to Soldier Creek Coal Company, a Utah corporation ("Soldier Creek");

STATE OF UTAH  
COUNTY OF EMERY  
FILED AND RECORDED  
IN BOOK 96 PAGE 92  
MAY 17 5 13 PM '78  
Soldier Creek Coal  
Company  
Clifford Minerals Corporation  
Peter L. Shea

274593

NOW, THEREFORE, for \$10 and other good and valuable consideration, receipt of which is hereby acknowledged, Ivie Creek, by its two General Partners, does hereby:

Assign, sell, transfer and set over to Soldier Creek Coal Company, 90 West First North, Professional Building, Price, Utah 84501, all of Ivie Creek's right, title and interest in and to the Lease and the real property described therein.

This Assignment may be executed in counterparts and all the counterparts thereof shall be construed together as one instrument.

IN WITNESS WHEREOF, Ivie Creek has executed and delivered this Assignment as of the 12th day of January, 1978.

IVIE CREEK COAL ASSOCIATES

By Peter L. Shea  
Peter L. Shea  
A General Partner

By: CLIFFORD MINERALS CORPORATION  
A General Partner

By Joseph C. Bennett  
Joseph C. Bennett  
President



[Corporate Seal]

Attest:

Portia C. Williams  
Secretary

Acknowledgment By  
General Partners

State of New York )  
                          : ss.:  
County of New York )

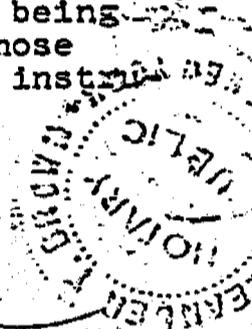
January 10, 1978

On January 10, 1978, before me, the undersigned Notary Public, personally appeared Peter L. Shea, who being first duly sworn declared (1) that he is the person whose name is subscribed; (2) that he subscribed the within instrument and acknowledged that he executed the same.

WITNESS MY HAND AND SEAL.

LEANDER T. BROWN  
No. 41-4517590  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1978

*Leander T. Brown*  
Notary Public

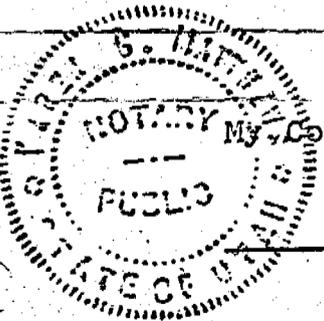


My term of office expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

State of Utah )  
                          : ss.:  
County of Salt Lake )

On the 10<sup>th</sup> day of January, 1978, personally appeared before me Joseph C. Bennett, who being by me duly sworn did say that he is the President of Clifford Minerals Corporation, and that the foregoing Assignment was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and he further duly acknowledged to me that the corporation executed the same.

*Karen A. Matthews*  
Notary Public  
Residing at Salt Lake City, Utah



My Commission Expires:

*10/9/78*