

# ADDENDUM 303.o-1

## SPRING CREEK MINE

## SURFACE PURCHASE

Spring Creek Coal LLC  
to  
Navajo Transitional Energy Company, LLC

**Recording Requested By  
And When Recorded Mail to:**

Navajo Transitional Energy Company, LLC  
c/o Land Department  
P.O. Box 3001  
Gillette, WY 82717-3001

THIS DOCUMENT IS BEING CORRECTED AND REPLACES THE SPECIAL WARRANTY DEED THAT WAS RECORDED AS ENTRY NO. 359193 AT BOOK 158, PAGES 126-130 ON NOVEMBER 5, 2019 IN THE RECORDS OF BIG HORN COUNTY MONTANA DUE TO THE ORIGINAL SPECIAL WARRANTY DEED CONTAINING AN INCOMPLETE DESCRIPTION OF THE LAND IN EXHIBIT A.

**CORRECTIVE SPECIAL WARRANTY DEED**

This CORRECTIVE SPECIAL WARRANTY DEED is effective October 24, 2019 by and between **Spring Creek Coal LLC**, a Delaware limited liability company ("Grantor"), with a mailing address of 385 Interlocken Crescent, Suite 400, Broomfield, Colorado 80021 and **Navajo Transitional Energy Company, LLC**, a Navajo Nation limited liability company ("Grantee"), whose address is 4801 N. Butler Ave., Bldg. 200 Farmington, New Mexico 87401.

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 is hereby acknowledged, hereby grants to Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the real property located in Big Horn County, State of Montana, further described on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Land"), and the coal and coal rights located in said county and state described on Exhibit B attached hereto and incorporated herein by this reference ("Fee Coal");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all of the estate, rights, privileges and immunities, title, interest, claim and demand whatsoever of Grantor in and to the Land, including without limitation all buildings, structures, fixtures, and improvements, equipment, mine infrastructure, preparation plant structures and improvements, loadout structures and improvements and rail sidings or apparatus affixed to the Land, all water and water rights appurtenant to the Land, including all ground water wells, and all associated facilities, appurtenances, pumps, piping, equipment and any other

improvements related thereto, and water well permits and rights whether or not filed in the records of the Montana DNRC Water Resources Division, minerals and mineral rights not previously severed from the Land, and all easements, rights-of-way, and other real property rights appurtenant to any of the foregoing (collectively with the Land and Fee Coal, the "Property").

Except for the special warranty of title resulting from the grant herein, Grantor has not made and does not hereby make any other express representation or warranty, either written or oral, relating to the Grantor or the Property, or any other matter.

This conveyance is subject to all easements, restrictions, reservations, leases, and all other matters of record, or which could be ascertained by a survey or inspection of the Property or inquiry of parties in possession of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, and appurtenances thereof to the same belonging or in anywise appertaining to the use, benefit, and behalf of the Grantee, its successors and assigns forever in fee simple.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth above.

**SPRING CREEK COAL LLC**

By: 

Title: Gilbert Nathan

Date: CEO

**ACKNOWLEDGEMENT**

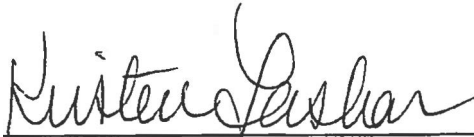
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CONNECTICUT )

) ss. Westport

COUNTY OF FAIRFIELD )

This record was acknowledged before me on the 12 day of February 2020, by Gilbert Nathan as CEO of or for Spring Creek Coal LLC, a Delaware limited liability company.



(Signature of notarial officer)

[Affix seal/stamp as close to signature as possible]



KRISTEN LASHAR

NOTARY PUBLIC STATE OF CONNECTICUT  
My Commission Expires February 28, 2022

**EXHIBIT A  
TO  
CORRECTIVE SPECIAL WARRANTY DEED**

**Tax ID: 000A006700 (containing 478.50 acres more or less)**

Township 08 South, Range 39 East

~~Section 12: S2SW4~~

Section 13: N2NE4, NE4NW4, SE4NE4 LESS 1.50 AC COS 159

Section 13: SW4NE4, SE4NW4, W2NW4

Section 14: E2NE4

**Tax ID: 000A006800 (containing 5.00 acres more or less)**

Township 08 South, Range 40 East

Section 18: C.O.S. 278, PARCEL N/A, COS 278 IN GOV LT 1 *(See Bernadine Pierce Welter sale to Spring Creek Coal LLC later in this Addendum)*

**Tax ID: 000A0095A0 (containing 200.00 acres more or less)**

Township 08 South, Range 39 East

~~Section 10: S2SE4~~

~~Section 11: W2SE4, SE4SE4~~

**Tax ID: 000A010600 (containing 680 acres more or less)**

Township 08 South, Range 39 East

Section 26: NE4NE4, W2NE4, NW4, N2SW4, NW4SE4

Section 26: SE4SW4, SW4SE4

Section 27: E2NE4, N2SE4, SW4NE4

**Tax ID: 000A012000 (containing 46.08 acres more or less)**

Township 08 South, Range 40 East

Section 18: M&B TRACTS IN LOT 2 & SE4NW4 DESCRIBED IN COS 159, 204, 218

**Tax ID: 000A000800 (containing 240.00 acres more or less)**

Township 08 South, Range 39 East

Section 10: N2SE4

Section 11: SW4

**Tax ID: 000A000900 (containing 1080.00 acres more or less)**

Township 08 South, Range 39 East

Section 14: W2, W2NE4

Section 15: N2, SE4

Section 22: N2NE4

Section 23: N2NW4, SE4NW4

**Tax ID: 000A0017A0 (containing 360 acres more or less)**

Township 08 South, Range 40 East

Section 19: T08 S, R40 E, S2NE4, N2SE4

Section 20: T08 S, R40 E, SW4SW4

Section 20: T08 S, R40 E, S2NW4, N2SW4

**Tax ID: 000A005900 (containing 5117.67 acres more or less)**

Township 08 South, Range 39 East

Section 13: SW4, SW4SE4

Section 13: SE4SE4

Section 14: SE4

Section 15: SW4

Section 21: NE4NW4, N2NE4, SE4NE4

Section 22: NW4, W2SW4

Section 22: SE4

Section 23: NE4, SW4, W2SE4, NE4SE4

Section 24: ALL

Section 24: IMPROVEMENTS ONLY (VISITORS CENTER)

PERSONAL PROPERTY ATTACHED TO THE REAL PROPERTY

Section 25: S2, NE4, S2NW4

Section 26: SE4NE4, NE4SE4

Section 26: SE4SE4

Section 27: NW4, NW4NE4

Township 08 South, Range 40 East

Section 19: GOV LTS 1-4, SE4NW4, E2SW4, S2SE4

Section 30: E2, E2SW4, NE4NW4, GOV LTS 1, 3-4

Section 31: GOV LTS 1-4, E2NW4, E2SW4, E2

Township 09 South, Range 40 East

Section 06: GOV LTS 1,2,6,7, S2NE4, SE4NW4, E2SW4, SE4

**Tax ID: 000A0064A0 (containing 17.99 acres more or less)**

Township 08 South, Range 40 East

Section 18: N1/2 OF GOV LT 2 LESS COS 159 & COS 218

*(See Van Haele sale to Spring Creek Coal  
LLC later in this Addendum)*

**EXHIBIT B**  
**TO**  
**CORRECTIVE SPECIAL WARRANTY DEED**

Fee Coal

None.

# SURFACE PURCHASE

## Welter



**Buyer's Closing Statement**

Sheridan County Title Insurance Agency, Sheridan County Title Insurance Agency

23 South Main, Sheridan, WY 82801, (307) 672-6478

Buyer(s)

Spring Creek Coal LLC, POB 3009, Gillette, WY 82717

Seller(s)

Bernadine Pierce Welter, HC59 Box11, Decker, MT 59025

Lender(s)

Property

Metes &amp; Bounds

That part of the N1/2NW1/4 of Section 18, Township 8 South, Range 40 East, of the principal Montana Meridian, in Big Horn County, Montana, described as Certificate of Survey No.278 on file in the office of the Clerk and Recorder of said County, under Document #271462

Closing Date 7/25/2014

Sales/Price

Contract sales price

Prorations

County taxes 1/1/2014 to 7/25/2014

Title Charges

Settlement or closing fee to Sheridan County Title Insurance Agency

Owner's Title Policy 22-6627-KS to American Title and Escrow of Big Horn County

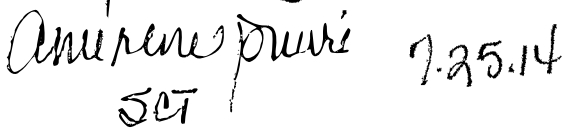
Recording Fees/Transfer Charges

Subtotal:

Balance due from Buyer:

Totals:

  
Allison Ghee  
Spring Creek Coal LLC

  
Bernadine Pierce Welter  
507 7.25.14

# SURFACE PURCHASE

## Van Haele

**FIRST ADDENDUM TO  
AGREEMENT FOR THE PURCHASE AND SALE  
OF REAL ESTATE**

THIS FIRST ADDENDUM TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE ("First Addendum") is made and entered into effective the 25<sup>th</sup> day of April, 2016 ("Effective Date") between **MARK VAN HAELE** and **MARY KAY VAN HAELE**, married persons ("Seller"), and **SPRING CREEK COAL LLC**, a Delaware limited liability company ("Buyer") (collectively the "Parties").

**RECITALS**

1. The Parties entered into an *Agreement for the Purchase and Sale of Real Estate* dated effective the 1<sup>st</sup> day of March, 2016 ("Agreement");

2. The Property is encumbered by a Federal Tax Lien filed on June 1, 2015, under Document #350431 in the amount of \_\_\_\_\_ ("Federal Tax Lien");

3. The Parties believe it will take up to thirty (30) days following closing on the Property and payment of the Federal Tax Lien from the closing proceeds for the Internal Revenue Service to release the Federal Tax Lien; and

4. The Parties desire to enter into this First Addendum to the Agreement in order to direct Sheridan County Title Insurance Agency to retain a portion of the proceeds payable to Buyer in escrow until the Federal Tax Lien is released on the Property.

**NOW THEREFORE**, in consideration of the monies to be paid and the covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All terms not otherwise defined in this First Addendum shall have the meaning set forth in the Agreement, as amended. The recital paragraphs of the Agreement are hereby incorporated by reference.

2. Escrow of funds post-closing due to Federal Tax Lien: The Parties agree that Sheridan County Title Insurance Agency shall withhold from payment to Buyer at closing the sum of \_\_\_\_\_ ("Escrowed Funds"), which Escrowed Funds shall be released to Buyer upon the Internal Revenue Service recording a full release of the Federal Tax Lien filed upon the Property.

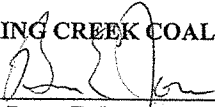
3. No Further Modification of Agreement: Except as modified by this First Addendum, all the terms and conditions of the Agreement, as amended, shall remain in full force and effect.

*[Signature Page Follows]*

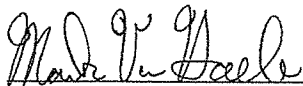
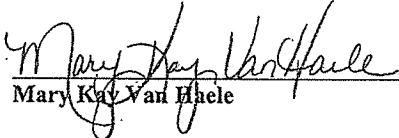
Executed by the Parties effective as of the Effective Date.

**BUYER**

**SPRING CREEK COAL LLC**

By:   
Bruce E. Jones  
Its: Senior V.P. Technical Services

**SELLER**

  
Mark Van Haele  
  
Mary Kay Van Haele