

ADDENDUM 303.o-13

SPRING CREEK MINE

SCRUTCHFIELD FEE COAL LEASE

Recording Requested By
And When Recorded Mail to:

361357 Bk 164 Pg 45 - 47

Big Horn County Recorded 11/24/2020 At 9:25 AM
Kim Yarlott, Clk & Rcdr B
Fee: \$21.00 Return To: NAVAJO TRANSITIONAL ENERGY COMPANY
C/O LAND DEPARTMENT PO BOX 3001 GILLETTE WY 82717

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

ASSIGNMENT OF COAL MINING LEASE

THIS ASSIGNMENT is effective this 24th day of October 2019 ("Effective Date"), from **SPRING CREEK COAL LLC**, a Delaware limited liability company, whose address is Jackson Square Advisors, c/o Gilbert Nathan, 606 Post Rd. E., #624, Westport, CT 06880 ("SCC") to **NAVAJO TRANSITIONAL ENERGY COMPANY, LLC**, a Navajo Nation limited liability company, whose address is c/o Land Department, P.O. Box 3001, Gillette, WY 82717-3001 ("NTEC"), (collectively the "Parties")

WITNESSETH:

WHEREAS, effective September 18, 2008, Spring Creek Coal Company, a Montana corporation merged with and into Spring Creek Coal LLC, a Delaware limited liability company, and which the Articles of Merger were filed in the Big Horn County Clerk's Office as Document 341213 in Book 105 Page 375 on June 1, 2009.

WHEREAS, NTEC acquired substantially all of the assets of Cloud Peak Energy, including the Spring Creek Mine and the assets of Spring Creek Coal LLC, effective October 24, 2019.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, and further in consideration of the mutual covenants and conditions contained in this Assignment, the Parties agree as follows:

1. **Assignment.** SCC assigns to NTEC all of its right, title, and interest in Coal Mining Lease, effective October 1, 2005 by and between Russell W. Bessette, David R. Scrutchfield, Robby B. Smith, Craig E Hutton, Charles B. Hutton, Gary W. Hutton and Tonya Scrutchfield and Spring Creek Coal Company, situated in Big Horn County, Montana, more particularly described on **Exhibit A**, and which a Memorandum of Coal Mining Lease was recorded in the Big Horn County Clerk's Office as Document 334005 in Book 84 Page 595-613 on November 21, 2005.

Together with all mining rights and privileges appurtenant thereto.

2. **Indemnity.** NTEC assumes the obligations of SCC under the Coal Mining Lease and shall indemnify and hold harmless SCC from any costs, loss, or damage (including attorneys' fees) resulting from any default under the Coal Mining Lease after the Effective Date of this Assignment or from operations or activities of NTEC after the Effective Date of this Assignment on or in connection with the properties covered by the Coal Mining Lease.

3. **No Warranty.** SCC makes no warranty as to the title of the Coal Mining Lease.

4. **Inurement.** All covenants, conditions, limitations, and provisions contained in the Assignment apply to and are binding upon the Parties to this Assignment, their successors and assigns.

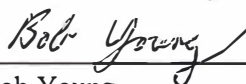
5. **Governing Law.** This assignment shall be governed by and construed in accordance with the internal laws of the State of Wyoming.

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment of Coal Mining Lease on the dates listed in the acknowledgements below but effective as of the Effective Date.

Spring Creek Coal LLC:


By: Gilbert Nathan
Its: CEO

Navajo Transitional Energy Company, LLC:


By: Bob Young
Its: Director of Long Range Planning and Geologic Services

ACKNOWLEDGEMENTS

STATE OF CONNECTICUT)
COUNTY OF Fairfield) ss. Westport

The foregoing Assignment of Coal Mining Lease was acknowledged before me by Gilbert Nathan, as CEO of Spring Creek Coal LLC this 10 day of November 2020.

Witness my hand and official seal.


Notary Public

(SEAL)

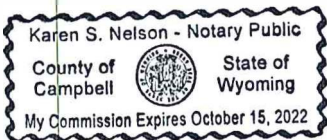
My commission expires: _____



STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing Assignment of Coal Mining Lease was acknowledged before me by Bob Young, as Director of Long Range Planning and Geologic Services of Navajo Transitional Energy Company, LLC this 17th day of November 2020.

Witness my hand and official seal.




Notary Public

(SEAL)

My commission expires: Oct. 15, 2022

EXHIBIT A
To Assignment of Coal Mining Lease

Said Coal Mining Lease covers the following described land in Big Horn County, State of Montana:

Township 8 South, Range 39 East, of the Montana Principal Meridian

Section 15: SW4
Section 21: NE4 NW4, N2 NE4
Section 22: NW4 NW4

Containing 320 acres, more or less.



Navajo Transitional
Energy Company

April 1, 2020

Via First Class U.S. Mail

Russell Bessette 8016 Esplanade Austin, TX 78701	606 Calypso Street Billinas, MT 59106	David Scrutchfield P.O. Box 183 Sheridan, WY 82801
Robby Smith 1025 Kroe Lane Sheridan, WY 82801		O Bar A Ranch LLC 2625 Tolusa Court Sparks, NV 89436
Charles Hutton P.O. Box 772 Sheridan, WY 82801		Gary Hutton 18158 E. Weaver Dr. Aurora, CO 80016
Tonya Scrutchfield 1680 Steele Denver, CO 80202	wrong address - sent via e-mail 4/23/2020	

**Re: Notification of Address for Scrutchfield – Spring Creek Coal Mining Lease
Recorded Big Horn County, Montana
Recording No. 334005**

Dear Lessors,

As you may be aware, Navajo Transitional Energy Company, LLC (NTEC), a Navajo Nation limited liability company, acquired substantially all of the assets of Cloud Peak Energy, including Spring Creek Mine and the assets of Spring Creek Coal, LLC, a Delaware limited liability company, effective October 24, 2019. NTEC is hereby providing you formal notice of the assignment of the following agreement to NTEC:

- Coal Mining Lease by and between yourselves and Spring Creek Coal, LLC (successor to Spring Creek Coal Company) dated October 1, 2005 with Memorandum of Coal Mining Lease recorded in Big Horn County on November 21, 2005 as Document 334005, Book 84, Page 595.

All notices, payments, and other communications should be directed to the following:

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

Name
Page 2
April 1, 2020

If you have any questions, please feel free to call me at (307)-685-6293.

Sincerely,



Debbie Bruse
Land Manager

Xc: SCC_COAL_LSE_PROD_1009

COAL MINING LEASE

THIS LEASE, made this 1st day of October, 2005, by and between the LESSORS set forth on the signature pages hereto (whether one or more, hereinafter called "LESSOR"), and Spring Creek Coal Company, a Montana corporation with offices at 505 South Gillette Avenue, Gillette, WY 82716 (hereinafter called "LESSEE").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) paid as minimum royalty by the LESSEE to the LESSOR, the receipt of which is hereby acknowledged, and of the royalties herein stipulated to be paid, LESSOR does hereby grant, lease and demise unto LESSEE, all the coal in, on and under the following described land:

Big Horn County, Montana

Township 8 South, Range 39 East of the Montana Principal Meridian

Section 15: SW $\frac{1}{4}$

Section 21: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Consisting of 320 acres, more or less

(hereafter referred to as the "Leased Premises") together with the exclusive right to explore for said coal and to mine and remove by the strip mining method or any other method now or hereafter known, said coal and all other substances associated therewith or incident thereto without claim or liability for damage to said lands, together with the other rights hereinafter set forth; to have and to hold the same unto the LESSEE, its successors and assigns, for a term of twenty (20) years from the date hereof and so long thereafter as any of the mining operations are being conducted in, on or under the Leased Premises (the "Initial Term"). If mining operations have not been commenced in, on or under the Leased Premises by the end of the Initial Term, LESSEE, at its election, by payment of Two Hundred Thousand Dollars (\$200,000), may extend the Initial Term for an additional term of twenty (20) years and so long thereafter as mining operations are being conducted in, on or under the Leased Premises or in, on or under other adjacent, neighboring or coterminous lands now owned or leased or hereafter

acquired or leased by LESSEE, its successors or assigns, or in, on or under lands within three miles of any boundary of the Leased Premises (the "Renewal Term"; the Initial Term and any Renewal Term being hereinafter collectively called the "Lease Term").

IN CONSIDERATION WHEREOF, the parties hereto covenant and agree as follows:

1. **RIGHT TO MINE; ACCESS.** LESSOR hereby grants to LESSEE the right to mine and otherwise to develop, work and process for market coal and all other substances associated therewith, by any method or machinery now or hereafter employed. LESSEE shall have the right of free ingress and egress to, from, across and through Leased Premises and any other land now owned or controlled by LESSORS, at any time during the Lease Term, with such persons, tools, machinery, appliances or otherwise as may be necessary for the purpose of exploring and testing the Leased Premises for coal by drilling or otherwise, and for the purposes of mining, removing and transporting coal to, from, across and through the Leased Premises.

LESSOR gives and grants to LESSEE, the use of the Leased Premises for the conduct of LESSEE's mining operations on the Leased Premises and other lands in the general vicinity of the Leased Premises before, during and after the removal of coal from the Leased Premises, and expressly including the right to install, maintain and use buildings, tipples, railroads, railroad switches, roads and truck haulage ways of permanent or semi-permanent stations for water, and the right to erect and maintain power lines and wires, dig ditches for drainage of water, lay pipe lines, erect towers, store materials and supplies, and the right to make excavations, openings, pits, stockpiles, dumps, ditches, drains, dams and ponds, and to pile dirt, overburden and refuse upon Leased Premises and to do any and all things which are incidental to or connected with LESSEE's said mining operations and the preparation, transportation and sale of coal from Leased Premises and other lands, all without liability for damage caused thereby.

2. **LESSEE TO COMPLY WITH LAWS.** LESSEE shall conduct its operations on the Leased Premises in a workmanlike and prudent manner, and shall, at all times, comply with all applicable Federal and State laws, rules and regulations. LESSEE's sole responsibility for the reclamation of the Leased Premises shall be to comply with the requirements set forth in applicable Federal or State statutes, rules or regulations and that the release by the appropriate state department or federal agency of all bonds posted to secure LESSEE's completion of any

reclamation plan filed by LESSEE with said state department or federal agency shall be deemed to be the full satisfaction of any and all of LESSEE's obligations to LESSOR as to such reclamation.

2. PAYMENT.

(a) LESSEE agrees to pay LESSOR a minimum royalty of Eight Hundred Thousand and no/100 Dollars (\$800,000.00). Such minimum royalty shall be paid as follows: (i) Twenty-five Thousand and no/100 Dollars (\$25,000.00) upon the full execution of this Lease; and (ii) thereafter on January 1st of each year One-Hundred Thousand and no/100 Dollars (\$100,000.00) until LESSOR has received the total minimum royalty by way of (i) minimum royalty payments made in accordance with this subparagraph, plus (ii) Tonnage Royalty payments made in accordance with subparagraph (b) below. Notwithstanding payments due for Tonnage Royalties (hereinafter defined) or other monetary obligations of LESSEE as set forth in this Lease, upon payment of the total minimum royalty due hereunder, this Lease shall be considered fully paid and no other payments shall be due LESSOR for reservation of this Lease, unless and until such time as LESSOR desires to extend the term of this Lease as provided for herein.

(b) LESSEE shall pay to LESSOR on or before the 30th day of April, July, October and January, a royalty for all coal mined, removed, sold and shipped from the Leased Premises ("Sold Coal") during the preceding calendar quarter ("Tonnage Royalty") in an amount equal to 12.5% of the Average Gross Sales Price (hereinafter defined) multiplied by the number of Tons (hereinafter defined) of Sold Coal. Tonnage Royalty payments shall be credited first against the minimum royalty payments made pursuant to subparagraph (a) above; after the minimum royalties have been fully credited, LESSEE shall pay Tonnage Royalties directly to LESSOR in accordance with subparagraph (c) below.

(c) All amounts due and payable to LESSOR hereunder shall be paid to such individual LESSORS as set forth on Exhibit A, which is attached hereto and incorporated herein by reference. Payment in accordance with this subparagraph (c) by LESSEE of royalties or other such amounts due and payable, releases LESSEE now and forever of all liabilities, royalties or claims for royalties under the Lease, whether occurring before, during or after the term of this instrument, and that under no circumstance will LESSEE pay, or be liable to pay royalties in

excess of its total obligations under this Lease. LESSOR agrees that, irrespective of anything to the contrary contained in this Lease or any other documents or agreements to which LESSOR is a party, LESSEE will pay all amounts due hereunder in accordance with the schedule set forth in Exhibit A.

(d) Definitions.

The "Average Gross Sales Price" per Ton shall be an amount equal to:

(i) The total gross proceeds received by LESEE during the previous calendar quarter from all sales of Sold Coal for that quarter, less amounts paid by or accrued on the books of LESSEE for:

(a) any tax, assessment, royalty, or charge based upon the production of Sold Coal, the severance thereof from the Leased Premises, or the sale thereof,

(b) any royalty, assessment, payroll taxes, levy or charge made for the purpose of providing health or welfare benefits, pursuant to any applicable law, rule, regulation or contract of employment covering such classified employees or such other persons, and

(c) transportation or delivery costs incurred in transporting Sold Coal from the tipple at which such Sold Coal is processed to the point of sale,

(d) Revenue received from additives applied to the coal such as but not limited to oil, antifreeze, and dust control agents,

divided by

(ii) the total number of Tons of Sold Coal mined during such calendar quarter. Measurement of weights for purposes of computing the Average Gross Sales Price of coal mined from the Leased Premises shall be in the case of Sold Coal:

(a) shipped by rail, determined by the rail carrier in accordance with its customary practices employed for invoicing such shipments;

(b) delivered other than by rail, determined by LESSEE by use of accurate scales; and

(c) commingled with other coal not mined from the Leased Premises, determined by an accurate system of weights and measurements commonly used in the coal industry.

"Ton" shall mean a short ton of 2,000 pounds.

3. RECORDS, MAPS AND ACCOUNTS. LESSEE shall furnish to LESSOR on or before the 30th day of the month following each calendar quarter in which mining operations were conducted a complete and accurate statement showing the quantity of Sold Coal during the preceding quarter, together with a statement showing the Tonnage Royalty due. Unless either party gives notice to the other of a dispute with respect to such statement within 180 days from the date the same is delivered to LESSOR, such statement shall be final and binding upon the parties. LESSOR shall, at all reasonable times and upon at least 10 days' prior written notice to LESSEE, have access to those books, maps and records of LESSEE reasonably necessary to accurately determine the Tons of coal mined and sold by LESSEE from the Leased Premises or consumed in synthetic fuel facilities located on the Leased Premises and the Tonnage Royalties, if any, due to LESSOR.

4. INDEMNIFICATION. LESSEE hereby agrees to indemnify, save and hold harmless LESSOR from and against any and all claims, demands, suits or causes of action in law or in equity for damages and injuries (including death) of every kind and nature to persons and property occurring on or about the Leased Premises and arising as a result of LESSEE's negligence.

5. TITLE. LESSOR hereby warrants the title to the Leased Premises (against anyone claiming by or through LESSOR) and covenants to and with LESSEE that it is seized thereof in fee simple; that it has complete and lawful possession of the coal and mining rights hereinbefore described and demised; that it has the right to convey and lease the Leased Premises to LESSEE in the manner provided in this Lease; that the Leased Premises are free and clear of all liens and encumbrances whatsoever and that LESSEE shall have quiet possession and

enjoyment thereof for the Lease Term. LESSOR agrees that LESSEE, at its option, may discharge any tax, mortgage or other lien or encumbrance suffered or permitted upon or against the Leased Premises and that any expenses incurred by LESSEE in connection therewith may be credited against amounts then or thereafter due LESSOR hereunder. LESSOR agrees to cooperate with LESSEE in resolving any title problems affecting the Leased Premises and does hereby grant to LESSEE the right to use LESSOR's name and to act upon its behalf for such purpose. If LESSOR owns an interest in all or any portion of the Leased Premises less than the entire estate therein, the Tonnage Royalties, and any payments made hereunder shall be paid to LESSOR only in the proportion that LESSOR's actual interest in the Leased Premises bears to the entire estate therein. In the event LESSOR owns less than a fee simple absolute interest in the whole of the Leased Premises, LESSOR shall commence and join LESSEE in any partition or other suit deemed advisable by LESSEE to accomplish the intent and purpose of this Lease.

This Lease shall extend to the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto, but no change in or division of the ownership of the Leased Premises or royalties payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE hereunder and no such change or division shall be binding upon LESSEE for any purpose until LESSEE has been furnished with a duly recorded written instrument or instruments evidencing and effecting the same. In the event of any question or dispute as to ownership of, or mining rights to, the Leased Premises or as to royalties or other sums payable hereunder, all royalties and other payments due LESSOR hereunder may be held in a non-interest bearing escrow account by LESSEE until such dispute is finally resolved in favor of LESSOR. Any sums so held in escrow by LESSEE shall be deemed payment of royalties or other sums due hereunder.

6. NOTICES; PAYMENTS. Notices, payments and other communications made or given hereunder shall be in writing and delivered either personally or by depositing the same in the United States Mail, either first class, certified or registered (return receipt requested), postage prepaid, at the respective addresses of the parties set forth above. Any notice delivered by mail in accordance with this paragraph shall be deemed to have been duly given three calendar days after the same is deposited in any post office or postal box regularly maintained by the United States. Any notice which is hand delivered shall be effective upon receipt by the

party to whom it is addressed. Either party, by notice given as above, may change the address to which future notices should be sent. All payments or tenders may be made by check or draft of LESSEE mailed or delivered to LESSOR.

7. LESSEE'S RIGHT TO SURRENDER OR TERMINATE LEASE. LESSEE shall have the right at any time during the Lease Term to execute and transfer to LESSOR and file for record in the official records of the county or counties where the Leased Premises are located, a release covering any portion of the Leased Premises. Upon doing so, LESSEE agrees to pay LESSOR an amount equal to One Dollar (\$1.00) per acre for such portion of the Leased Premises released and thereby surrender this Lease as to such portion of the Leased Premises as may be designated therein and terminate from and after the date of such surrender all its obligations and liabilities in respect thereof.

Notwithstanding anything contained herein to the contrary, LESSEE shall have the right at any time during the Lease Term, upon providing 30 days' prior written notice thereof and payment of the amount of Twenty-five Dollars (\$25.00) to LESSOR, to terminate this Lease, and from and after the date of such termination, LESSEE shall have no further obligations or liabilities to LESSOR hereunder; provided, however, that LESSEE shall be liable for and agrees to pay to LESSOR any rent, royalty or other amounts due or payable to LESSOR under the terms of this Lease prior to the date of such termination. The amount paid LESSOR to terminate this Lease, together with all other amounts paid LESSEE hereunder, shall be considered as full payment for any damages caused by LESSEE and as full payment for all obligations of LESSEE under this Lease.

8. NO IMPLIED COVENANTS WITH RESPECT TO MINING THE LEASED PREMISES. This Lease shall not be forfeited or cancelled for failure on the part of LESSEE to commence exploration, development or mining of the Leased Premises or to diligently prosecute mining operations once such mining has commenced or to mine any coal which LESSEE deems not to be merchantable or economically mineable, it being expressly understood that the payment of minimum royalty as provided for in this Agreement fully compensates LESSOR for any such failure.

9. **FORCE MAJEURE.** LESSEE shall not be deemed to be in default for any failure to perform or observe any of its obligations hereunder during periods in which such performance or observance is prevented by any event reasonably beyond LESSEE's control (any such event being herein called "Force Majeure"), including, without limitation, fire, cave-in, flood, windstorm, other damage from the elements, strike, riot, unavailability of transportation or necessary equipment, lack of a satisfactory market for coal mined from the Leased Premises, actions of governmental authority, litigation, acts of God and acts of the public enemy. The Lease Term shall be extended, unless sooner terminated by LESSEE, for a period equal to any period of Force Majeure. LESSEE shall notify LESSOR of the beginning and ending date of each period of Force Majeure.

10. **WAIVER, MODIFICATION OR AMENDMENT.** No waiver by either party of any provision hereof shall be effective unless in writing, or shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. Except as provided in paragraph 11 hereof, no waiver, release, modification or amendment of any of the terms of this Lease or exhibits thereto shall be valid or effective unless the same is in writing, duly executed by both parties.

11. **DEFAULT.** In the event LESSEE fails to make any payment within 30 days after the same is due and payable hereunder, and such default continues for a period of 60 days after written notice is given to LESSEE by LESSOR, LESSOR shall have the right to terminate this Lease by giving written notice to LESSEE, and LESSOR shall retain all sums previously received hereunder; provided, however, that if LESSEE in good faith does not agree that it is in default, LESSEE shall so notify LESSOR in writing within 30 days after receiving such notice of default and, in that event, the foregoing 60-day period shall begin on the date either LESSOR and LESSEE resolve such disagreement or a final judicial determination is rendered with respect to the default hereunder.

12. **USE, DEVELOPMENT AND DISPOSITION OF REMAINING INTERESTS.** The rights hereby granted to LESSEE shall not include mining rights with respect to oil, gas or other minerals other than coal and minerals or other substances mixed with the coal. Except as provided in leases entered into prior to the date of this Lease, LESSOR

agrees that any operations to remove oil, gas or other minerals other than coal shall not interfere with the coal mining operations of LESSEE hereunder, and LESSEE is hereby given the sole discretion to determine whether such operations interfere or will interfere with the coal mining operations of LESSEE. As a condition of entry into any oil and gas lease otherwise permitted after the date of this Lease, LESSOR shall require the prospective lessee thereunder to enter into a multiple use agreement on such terms and conditions as are acceptable to LESSEE. LESSOR shall provide LESSEE with copies of all leases and multiple use agreements in effect prior to the execution of this Lease which relate to the Leased Premises for its review prior to executing this Lease. Additionally, LESSEE shall be afforded an adequate opportunity to review any leases or multiple use agreements entered into after the date of this Lease before such instruments are executed by the parties thereto in order to verify that they are acceptable to LESSEE.

14. EXPLORATION RIGHTS. Notwithstanding anything contained herein to the contrary, LESSEE, prior to taking exclusive possession of the Leased Premises for its mining operations, shall have the right to enter into, upon, over, across and through the Leased Premises at any time, and from time to time, to examine, explore, prospect, drill, test and evaluate as it deems appropriate all of the Leased Premises for coal and substances mixed with the coal, using such persons, tools, machinery and equipment as LESSEE may deem necessary or convenient for the purpose of determining whether such coal exists; provided, however, that prior to the movement of drilling equipment onto any of the Leased Premises, LESSOR shall be notified of such exploration activities by LESSEE; and, provided further, however, that upon completion of such exploration, all drill holes shall be plugged in accordance with applicable state and federal laws, rules and regulations.

19. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Wyoming.

20. MISCELLANEOUS. This Lease and all of its terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. As used in this instrument, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Unless otherwise designated, any party other than LESSEE who signs this Lease

shall be deemed a party LESSOR whether or not so named herein. Paragraph headings are for convenience only and shall not be deemed to constitute or affect any provision hereof. This Lease may be executed in one or more counterparts and all of such counterparts shall constitute but one and the same instrument.

22. RECORDATION. This Lease shall not be placed or recorded without the prior written consent of the LESSOR and LESSEE. Upon request of either party, the parties hereto agree to execute a short form memorandum of this Lease, substantially in the form set forth on Exhibit B hereto, to be recorded in the county or counties in which the Leased Premises may be contained, and such recording shall be deemed in lieu of recording this Lease itself.

23. HOMESTEAD EXEMPTION. LESSOR hereby expressly waives and releases all rights, exemptions and benefits under or by virtue of any homestead, homestead exemptions, dower, or curtesy laws now or hereafter applicable or in force in the State of Wyoming.

24. AUTHORIZATION. The parties hereto agree and acknowledge that the undersigned, as officers or agents of the parties hereto, are authorized, empowered, and directed to execute this Lease, and to execute any and all documents to effectuate this Lease.

[Signatures on following pages.]

WITNESS the due execution of this Lease by the parties hereto as of the date first above written.

LESSEE:

SPRING CREEK COAL COMPANY

By: 

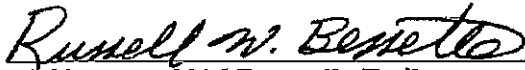
Title: Clayton Walker

Mine Manager

LEGAL REVIEW


LESSORS:

RUSSELL W. BESSETTE



Address: 8016 Espanolla Trail
Austin, TX 78737

DAVID R. SCRUTCHFIELD

Address: PO Box 183
Sheridan, WY 82801

ROBBY B. SMITH

Address: 1025 Kroe Lane
Sheridan, WY 82801

CRAIG E. HUTTON

Address: 2625 Tolusa Court
Sparks, NV 89436

CHARLES B. HUTTON

Address: PO Box 772
Sheridan, WY 82801

GARY W. HUTTON

Address: 18158 E. Weaver Drive
Aurora, CO 80016

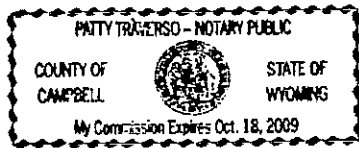
TONYA SCRUTCHFIELD

Address: 1231 E. 18th Ave
Denver, CO 80218

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing document was acknowledged before me this 11th day of November, 2005, by Clayton Walker, Mine Manager on behalf of SPRING CREEK COAL COMPANY, a Montana corporation.

WITNESS my hand and official seal



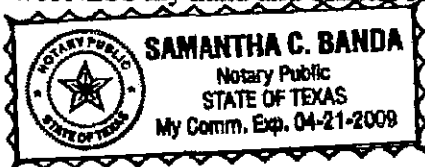
Patty Traverso
Notary Public

My Commission expires: October 18, 2009

STATE OF TEXAS)
) ss.
COUNTY OF Travis)

The above and foregoing document was acknowledged before me this 17th day of October, 2005, by Russell W. Bessette.

WITNESS my hand and official seal



Samantha C. Banda
Notary Public

My Commission expires: 04-21-2009

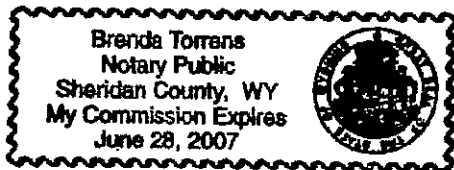
STATE OF WYOMING

)
) ss.

COUNTY OF SHERIDAN

The above and foregoing document was acknowledged before me this 13 day of October, 2005, by David R. Scrutchfield.

WITNESS my hand and official seal



Brenda Torrans
Notary Public

My Commission expires:

6-28-2007

STATE OF WYOMING

)
) ss.
)

COUNTY OF SHERIDAN

The above and foregoing document was acknowledged before me this ____ day of _____, 2005, by Robby B. Smith.

WITNESS my hand and official seal

Notary Public

My Commission expires:

STATE OF NEVADA

)

) ss.

COUNTY OF

)

The above and foregoing document was acknowledged before me this ____ day of _____, 2005, by Craig E. Hutton.

WITNESS my hand and official seal

Notary Public

My Commission expires:

STATE OF WYOMING

)

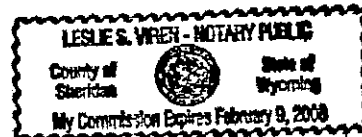
) ss.

COUNTY OF SHERIDAN

)

The above and foregoing document was acknowledged before me this 28th day of OCTOBER, 2005, by Charles B. Hutton.

WITNESS my hand and official seal



Leslie S. Wren
Notary Public

My Commission expires: Feb. 9, 2008

STATE OF COLORADO)
) ss.
COUNTY OF)

The above and foregoing document was acknowledged before me this ____ day of _____, 2005, by Gary W. Hutton.

WITNESS my hand and official seal

Notary Public

My Commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The above and foregoing document was acknowledged before me this 21st day of October, 2005, by Tonya Scrutchfield.

WITNESS my hand and official seal



Notary Public

My Commission expires: 5/7/2007

EXHIBIT A

LESSOR	Royalty Share
David Scrutchfield	1/6
Tonya Scrutchfield	1/6
Robby Smith	1/6
Russell Bessette	1/6
Craig Hutton	1/9
Charles Hutton	1/9
Gary Hutton	1/9