

RIGHT OF ENTRY AGREEMENT
(Beau and Megan Single)

This **Right of Entry Agreement** (the "**Agreement**") is entered into by and between Beau and Megan Single ("**Grantor**") and Big Horn Coal Company, a Wyoming corporation ("**Grantee**"). Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties".

WHEREAS, pursuant to that certain Real Estate Purchase Agreement entered into on February 28, 2021 (the "**Purchase Agreement**") by and between Grantor and Grantee, Grantee conveyed to Grantor on even date herewith certain real estate located in Sheridan County, Wyoming, more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**");

WHEREAS, Grantee has filed a voluntary petition (the "**Bankruptcy Case**") under chapter 11 of Title 11 §§101-1330 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), in the jointly administered proceedings styled *In re: Lighthouse Resources, Inc., et al.*, Case No. 20-13056;

WHEREAS, all or a portion of the Property is subject to Permit No. PT0213 issued to Grantee by the Wyoming Department of Environmental Quality, Land Quality Division under the surface mining laws of the state of Wyoming (the "**Permit**");

WHEREAS, Grantee desires to enter onto the Property as may be necessary to (i) comply with the Permit and conduct any and all activities on the Property in connection with Grantee's reclamation obligations thereunder, including, without limitation, for ingress and egress over and across the Property to and from adjoining properties covered by the Permit (collectively, the "**Reclamation Activities**"); and

WHEREAS, as contemplated by the Purchase Agreement, Grantee desires to acquire from Grantor and, as part of the consideration for the conveyance of the Property from Grantee to Grantor, Grantor has agreed to grant to Grantee a right of entry to enter onto the Property to undertake and perform the Reclamation Activities, all pursuant to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and agreements herein, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Recitals; Capitalized Terms.** The above-mentioned recitals are incorporated herein by reference and made a part hereof. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. **Grant of Rights.** Grantor hereby grants to Grantee, and its successors, assigns, lessees, contractors, and affiliates, and its and their employees, agents and contractors, the right to

enter onto the Property to undertake and perform the Reclamation Activities and to do all things necessary or appropriate in connection therewith, including without limitation the removal of the rail spur currently located on the Property.

3. **Term.** Except to the extent otherwise set forth in this Agreement, the term of this Agreement shall run from the date hereof until such time as any and all bonds securing the obligations under the Permit are released and the Permit is terminated or upon the mutual agreement of the Parties, with any such agreement reduced to writing and signed by the Parties. Grantee shall have sixty (60) days after termination of this Agreement to remove, at its sole cost and expense, all of its equipment, mobile equipment, tools, supplies, and similar items from the Property.

4. **Control of Activities.** During the performance of the Reclamation Activities, Grantee and its successors, assigns, affiliates, lessees, and contractors, as applicable, shall supervise and direct all Reclamation Activities and shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the Reclamation Activities.

5. **Compliance with Laws.** Grantee, or its applicable successors, assigns, lessees, and affiliates, agrees to conduct the Reclamation Activities in compliance with any and all applicable laws in effect in the State of Wyoming.

6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations concerning the subject matter hereof between them, provided that nothing herein shall alter, diminish or supersede any rights of the severed coal owner expressed in the applicable deed(s) of severance or implied by law, including those which have been granted, reserved, or implied unto Grantee.

7. **Waiver/Modification.** No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both Parties and no waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

8. **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **Applicable Law; Venue.** Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims

relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case has been closed pursuant to Section 350(a) of the Bankruptcy Code, all Actions arising out of or relating to this Agreement shall be heard and determined in a Delaware state court or a federal court sitting in Wilmington, Delaware, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties consent to service of process by mail any other manner permitted by law. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF).

10. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. As it pertains to the Property, this Agreement shall be a covenant that shall run with the land.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth in the acknowledgements below, but effective for all purposes as of March 12, 2021.

“GRANTOR”

Name: Beau Single

Name: Megan Single

STATE OF Wyoming)

) SS:

COUNTY OF Sheridan)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Beau and Megan Single, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of March, 2021.

Notary Public

My Commission Expires: 5-13-22



Signature Page to Right of Entry Agreement – Beau and Megan Single
(Beau and Megan Single)

"GRANTEE"

BIG HORN COAL COMPANY
a Wyoming corporation

By: [Signature]

Name: Robert Novak

Title: Chief Restructuring Officer

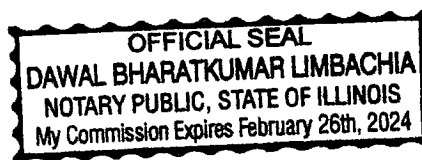
STATE OF Illinois)
) SS:
COUNTY OF Win)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Novak, personally known to me to be the Chief Restructuring Officer of BIG HORN COAL COMPANY, a Wyoming corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as an authorized officer of said corporation, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March, 2021.

[Signature]
Notary Public

My Commission Expires: Feb 26th, 2024



Signature Page to Right of Entry Agreement – Beau and Megan Single
(Big Horn Coal Company)

Exhibit A to Right of Entry Agreement

Parcel No. 4071

Township 57 North, Range 84 West, 6th P.M., Sheridan County, Wyoming:

Section 21: A tract of land lying in the North half (N½) of Section Twenty-One (21) more particularly described as follows:

Beginning at a steel pin on the East line of said Section Twenty-One (21) which lies five hundred seventy-two and 4/100 (572.04) feet South of the Northeast corner of said Section Twenty-One (21); thence North eighty degrees three minutes fifty-four seconds West (N80°03'54"W) along the northerly edge of old U.S. Highway Eighty-Seven (U.S. 87) a distance of two thousand four hundred seven and 74/100 (2,407.74) feet to a steel pin; thence South thirty-eight degrees fifty-seven minutes nine seconds West (S38°57'09"W) across said highway and along a barbed wire fence to a distance of seven hundred seventy and 75/100 (770.75) feet to a fence corner; thence South sixteen degrees thirty-one minutes thirty-six seconds West (S16°31'36"W) along a barbed wire fence a distance of one hundred sixty-eight and 67/100 (168.67) feet to a fence corner; thence South eighty-nine degrees fifty-three minutes nineteen seconds West (S89°53'19"W) along a barbed wire fence a distance of one thousand six hundred twenty-three and 59/100 (1,623.59) feet to a fence corner; thence South zero degrees two minutes twenty-five seconds West (S0°02'25"W) along a barbed wire fence a distance of three hundred eight and 9/100 (308.09) feet to a fence corner; thence North eighty-eight degrees forty-four minutes fifty-two seconds East (N88°44'52"E) along a barbed wire fence a distance of one thousand six hundred seventy five and 27/100 (1,675.27) feet to the end of the fence; thence South eleven degrees ten minutes ten seconds West (S11°10'10"W) a distance of seventy seven and 54/100 (77.54) feet to a wooden stake which marks a point on The Chicago, Burlington and Quincy Railroad Company right-of-way fence; thence North eighty-three degrees eight minutes twenty three seconds East (N83°08'23"E) along said right-of-way fence a distance of four hundred four and 69/100 (404.69) feet to a fence corner; thence South twenty degrees eight minutes twenty-five seconds East (S20°08'25"E) along the C.B.&Q. right-of-way fence and across the C.B.&Q. right-of-way a distance of one hundred fifty-four and 39/100 (154.39) feet to a fence corner; thence North eighty-three degrees seven minutes thirty-six seconds East (N83°07'36"E) along the C.B.&Q. right-of-way fence a distance of seven hundred thirty seven and 34/100 (737.34) feet to a point on said right of way fence; thence North eighty-two degrees forty two minutes fifty-two seconds East (N82°42'52"E) along the C.B.&Q. right-of-way fence a distance of five hundred twenty-one and 55/100 (521.55) feet to a point on said right of way fence; thence North eighty-three degrees fifty six minutes nine seconds east (N83°56'09"E) along the C.B.&Q. right-of-way fence a distance of three hundred seventy three and 33/100 (373.33) feet to a point on said right-of-way fence; thence North eighty-three degrees fourteen minutes eighteen seconds East (N83°14'18"E) along the C.B.&Q. right-of-way fence a distance of seven hundred ninety seven and 87/100 (797.87) feet to a steel pin on the East line of said Section Twenty-One (21); thence North along said East line a distance of five hundred five and 24/100 (505.24) feet to the point of beginning.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Co. as contained in Quitclaim Deed recorded February 14, 1975, Book 207, Page 222.



Parcel No 2169

Township 57 North, Range 84 West, 6th P.M., Sheridan County, Wyoming:

Section 15: A tract of land in Sheridan County, Wyoming, lying in the South half of the Southeast Quarter (S½SE¼) more particularly described as follows:

Beginning at a point on the South line of said Section fifteen (15) which lies one thousand three hundred and two and 71/100 (1,302.71) feet East of the Southwest corner of Section fifteen (15); thence Eastward along said South line two thousand four hundred and eighteen and 40/100 (2,418.40) feet to a point on said South line; thence North eighty-four degrees seven minutes twenty-one seconds West (N84°07'21"W) a distance of two thousand one hundred and fifty-seven and 36/100 (2,157.36) feet to a steel pin; thence South seventy degrees ten minutes thirty-six seconds West (S70°10'36"W) a distance of two hundred and ninety-one and 5/100 (291.05) feet to a steel pin; thence South zero degrees thirty-nine minutes fifty-six seconds East (S0°39'56"E) a distance of one hundred twenty-two and 73/100 (122.73) feet to the point of beginning.

Section 22: A tract of land in Sheridan County, Wyoming lying in Section 22 more particularly described as follows:

Beginning at a steel pin on the West line of said Section twenty-two (22) which lies five hundred seventy-two and 4/100 (572.04) feet South of the Northwest corner of said section Twenty- Two (22) thence southward along said West line one thousand five hundred thirty-four and 62/100 (1,534.62) feet to a steel pin; thence South Thirty-six degrees one minute thirty seconds East (S36°01'30"E) for a distance of two hundred forty-nine and 24/100 (249.24) feet to a fence corner; thence South seventy degrees six minutes fifty seconds East (S70°06'50"E) along a barbed wire fence for a distance of six hundred nineteen and 30/100 (619.30) feet to a point on said fence; thence South sixty-nine degrees fifty-nine minutes two seconds East (S69°59'02"E) along a barbed wire fence for a distance of two hundred eighty-three and 76/100 (283.76) feet to a Ponderosa Pine tree; thence South eighty-six degrees twenty minutes forty-six seconds East (S86°20'46"E) along a barbed wire fence for a distance of one hundred fifty-eight and 96/100 (158.96) feet to a point on said fence; thence South eighty-six degrees nine minutes nine seconds East (S86°09'09"E) along a barbed wire fence for a distance of four hundred eighty-four and 80/100 (484.80) feet to a point on said fence; thence South seventy-seven degrees fifty-three minutes twenty seven seconds (S77°53'27"E) along a barbed wire fence for a distance of four hundred eight and 49/100 (408.49) feet to a steel pin; thence South thirty- eight degrees fifty-five minutes twenty seconds East (S38°55'20"E) across Goose Creek and the Chicago Burlington and Quincy Railroad Company right-of-way for a distance of six hundred nine and 95/100 (609.95) feet to a fence corner on the East side of said C.B.&Q. right-of-way near the Southeast corner of C.B.&Q. bridge 705.47; thence South twenty-nine degrees twenty-one minutes forty-four seconds West (S29°21'44"W) along the C.B.&Q. right-of-way fence for a distance of five hundred nine and 35/100 (509.35) feet to a point on said fence; thence South twenty degrees fifty-one minutes zero seconds West (S20°51'00"W) along the C.B.&Q. right-of-way fence for a distance of two hundred fourteen and 40/100 (214.40) feet to a point on said fence; thence South thirteen degrees seventeen minutes fifty-eight seconds West (S13°17'58"W) along the C.B.&Q. right-of-way fence for a distance of one hundred fifty-six and 50/100 (156.50) feet to a point on said fence; thence South seven degrees eight minutes fourteen seconds West (S07°08'14"W) along the C.B.&Q. right-of-way fence for a distance of four hundred forty-five and 47/100 (445.47) feet to a point on said fence; thence South twenty three degrees eight minutes forty-one seconds East (S23°08'41"E) for a distance of three

hundred and 1/100 (300.01) feet to a point fifty (50) feet West of the centerline of old U.S. Highway Eighty-Seven (U.S. 87); thence North five degrees forty-five minutes forty-eight seconds West (N05°45'48"W) for a distance of two hundred sixty-one and 51/100 (261.51) feet to a point on the West side of the Decker Road relocation right-of-way; thence North two degrees zero minutes four seconds East (N2°00'04"E) for a distance of three hundred twenty-eight and 45/100 (328.45) feet to a point on the West side of the Decker Road relocation right-of-way; thence North twenty-five degrees thirty-two minutes twenty-seven seconds East (N25°32'27"E) for a distance of two hundred sixty-seven and 66/100 (267.66) feet to a point on the West side of the Decker Road relocation right-of-way; thence North fifty-one degrees twenty minutes zero seconds East (N51°20'00"E) across the entrance road to Big Horn Coal Company for a distance of two hundred seventy-nine and 88/100 (279.88) feet to a corner of the Decker Road relocation right of way fence; thence North eighty degrees twenty minutes thirty-eight seconds East (N80°20'38"E) along the Decker Road relocation right-of-way fence for a distance of two hundred sixty and 71/100 (260.71) feet to a point on said fence; thence South sixty-nine degrees fifty-one minutes forty-one seconds East (S69°51'41"E) along the Decker Road relocation right-of-way fence for a distance of four hundred fourteen and 58/100 (414.58) feet to a Wyoming State Highway Department right-of-way marker; thence South fifty-eight degrees fifteen minutes fifty-five seconds East (S58°15'55"E) along the Decker Road relocation right-of-way fence for a distance of six hundred twenty-six and 77/100 (626.77) feet to a Wyoming State Highway Department right-of-way marker; thence South eighty-eight degrees fifty-seven minutes eighteen seconds East (S88°57'18"E) along the Decker Road relocation right-of-way fence for a distance of seven hundred sixteen and 11/100 (716.11) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-six degrees thirty-nine minutes forty seconds East (N46°39'40"E) along the Decker Road relocation right-of-way fence for a distance of one hundred seventy-two and 88/100 (172.88) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-five degrees fifty-seven minutes twenty seconds West (N45°67'20"W) along the Decker Road relocation right-of-way fence for a distance of twenty-five and 6/100 (25.06) feet to a Wyoming State Highway Department right of way marker; thence North forty-three degrees fifty two minutes forty seven seconds East (N43°52'47"E) along the Decker Road relocation right-of-way fence for a distance of eight hundred twenty-three and 16/100 (823.16) feet to a point on said fence; thence North forty-three degrees fifty five minutes fifty five seconds East (N43°55'55"E) along the Decker Road relocation right-of-way fence for a distance of three hundred six and 87/100 (306.87) feet to a point on said fence; thence North forty-three degrees forty-four minutes twenty seconds East (N43°44'20"E) along the Decker Road relocation right-of-way fence for a distance of two hundred fifty-six and 69/100 (256.69) feet to a point on said fence where the East line of Section Twenty-Two (22) intersects said fence; thence North twenty-five degrees twelve minutes thirty-two seconds West (N25°12'32"W) along the East line of Section Twenty-Two (22) and continuing past the East Quarter corner of said Section Twenty-two (22) for a distance of three thousand three hundred twenty-six and 26/100 (3,326.26) feet to a steel pin; thence North eighty-two degrees thirty-three minutes fourteen seconds West (N82°33'14"W) for a distance of one hundred forty-five and 84/100 (145.84) feet to a steel pin; thence North eighty-seven degrees zero minutes fifty-four seconds West for a distance of one hundred twenty-one and 75/100 (121.75) feet to a point on the North line of Section Twenty-two (22); thence Westward along the North line of Section Twenty-Two (22) for a distance of two thousand four hundred eighteen and 40/100 (2,418.40) feet to a point on said North line of said Section Twenty-Two (22); thence South zero degrees thirty-nine minutes forty-four seconds East (S0°39'44"E) for a distance of two hundred sixty-nine and 2/100 (269.02)



feet to a fence corner; thence South sixty-five degrees twenty-nine minutes eleven seconds West (S65°29'11"W) along a barbed wire fence for a distance of one hundred ninety-five and 25/100 (195.25) feet to a fence corner; thence North seventy-six degrees fifty-eight minutes twenty-seven seconds West (N76°58'27"W) along a barbed wire fence for a distance of one hundred six and 4/100 (106.04) feet to a fence corner; thence South eighty-seven degrees two minutes twenty-three seconds West (S87°02'23"W) along a barbed wire fence for a distance of two hundred eighty-seven and 16/100 (287.16) feet to a fence corner; thence South sixty-five degrees forty-six minutes twenty-three seconds West (S65°46'23"W) for a distance of five hundred seventy-two and 97/100 (572.97) feet to a fence corner; thence South seventy-seven degrees two minutes twenty-one seconds West (S77°02'21"W) along a barbed wire fence for a distance of one hundred fifty-four and 44/100 (154.44) feet to a fence corner; thence North fifty-nine degrees seventeen minutes thirty-eight seconds West (N59°17'38"W) for a distance of seventy-five and 67/100 (75.67) feet to the point of beginning.

EXCEPTING THEREFROM that certain parcel of land conveyed to Grand Island and Northern Wyoming Railroad Company as contained Quitclaim Deed recorded September 11, 1893 in Book E of Deeds, Page 273 and 276.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Peter Kooi as contained in Deed recorded February 21, 1916 in Book Z of Deeds, Page 214.

EXCEPTING THEREFROM that certain parcel of land conveyed to Sheridan Railway & Light Company as contained in Deed recorded March 9, 1912 in Book 1 of Deeds, Page 27.

EXCEPTING THEREFROM that certain parcel of land as reserved by Chicago, Burlington & Quincy Railroad Company as contained in Deed recorded August 11, 1921, Book 17, Page 175.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Company as contained in Quitclaim Deed recorded November 29, 1954, Book 99, Page 329.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Company as contained in Quitclaim Deed recorded September 11, 1962 Book 138, Page 488.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Co. as contained in Quitclaim Deed recorded February 14, 1975, Book 207, Page 222.

EXCEPTING THEREFROM that certain parcel of land as conveyed to The Transportation Commission of Wyoming as contained in Quitclaim Deed recorded November 4, 2004, Book 457, Page 779.

EXCEPTING from all the above described lands any portion of said lands conveyed to the State Highway Commission of Wyoming and/or lying within Railroad Right of Ways, Interstate 90 and Wyoming State Highways Nos. 14 and 338 and 339.